

RESOLUTION NO. 21163

Background

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended and the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (the "Tollway") and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the "Trustee"), effective March 31, 1999, as supplemented and amended to the date of adoption of this Resolution (the "Master Indenture"), the Tollway is authorized to issue its revenue bonds for any lawful purpose.

Pursuant to the Ninth Supplemental Indenture dated as of November 1, 2007, as amended on March 1, 2008 and as amended and restated in the Amended and Restated Ninth Supplemental Indenture dated as of March 1, 2011, between the Tollway and the Trustee (the "Amended and Restated Ninth Supplemental Indenture"), which supplemented and amended the Master Indenture, the Tollway has heretofore delivered the Toll Highway Variable Rate Senior Priority Revenue Bonds consisting of 2007 Series A-1a in the aggregate principal amount of \$175,000,000 (the "2007A-1a Bonds"), 2007 Series A-1b in the aggregate principal amount of \$175,000,000 (the "2007A-1b Bonds"), 2007 Series A-2a in the aggregate principal amount of \$100,000,000 (the "2007A-2a Bonds"), 2007 Series A-2b in the aggregate principal amount of \$107,500,000 (the "2007A-2b Bonds"), 2007 Series A-2c in the aggregate principal amount of \$55,000,000 (the "2007A-2c Bonds"), and 2007 Series A-2d in the aggregate principal amount of \$87,500,000 (the "2007A-2d Bonds") (collectively, the "2007A Bonds").

Pursuant to the Tenth Supplemental Indenture dated as of February 1, 2008, as amended and restated in the Amended and Restated Tenth Supplemental Indenture dated as of February 1, 2011, between the Tollway and the Trustee (the "Amended and Restated Tenth Supplemental Indenture" and, collectively with the Amended and Restated Ninth Supplemental Indenture, the "Supplemental Indentures"), which supplemented and amended the Master Indenture, the Tollway has heretofore delivered the Toll Highway Variable Rate Senior Refunding Revenue Bonds including, among other sub-series, 2008 Series A-1a in the aggregate principal amount of \$191,500,000 (the "2008A-1a Bonds"), 2008 Series A-1b in the aggregate principal amount of \$191,600,000 (the "2008A-1b Bonds"), and 2008 Series A-2 in the aggregate principal amount of \$95,800,000 (the "2008A-2 Bonds") (the "2008A Bonds" and, collectively with the 2007A Bonds,

RESOLUTION NO. 21163

Background - Continued

the “2007A/2008A Bonds”). The 2008A Bonds are insured by a municipal bond insurance policy (the “Bond Insurance Policy”) from Assured Guaranty Municipal Corp. as successor to Financial Security Assurance Inc. (the “Bond Insurer”).

Each series of the 2007A-1a Bonds, 2007A-1b Bonds, 2007A-2a Bonds, 2007-2b Bonds, 2007A-2c Bonds, and 2007A-2d Bonds is secured by a Credit Facility, as defined in the Amended and Restated Ninth Supplemental Indenture (each a “2007A Existing Credit Facility” and collectively, the “2007A Existing Credit Facilities”), from Citibank, N.A., Mizuho Bank, The Bank of Tokyo-Mitsubishi UFJ, Ltd., BMO Harris Bank, The Northern Trust Company, and Royal Bank of Canada (each a “2007A Existing Credit Provider” and collectively, the “2007A Existing Credit Providers”), respectively. The 2007A Existing Credit Facility securing the 2007A-1a Bonds expires January 31, 2017. The 2007A Existing Credit Facilities securing the 2007A-1b Bonds, 2007A-2a Bonds, 2007A-2b Bonds, 2007A-2c Bonds, and 2007A-2d Bonds each expire March 17, 2017. Each of the 2007A Existing Credit Facilities may be terminated at the option of the Tollway provided, among other things, the Tollway pays all fees accrued as of the date of any such termination.

Each series of the 2008A-1a Bonds, 2008A-1b Bonds, and 2008A-2 Bonds are supported by a Liquidity Facility, as defined in the Amended and Restated Tenth Supplemental Indenture (each a “2008A Existing Liquidity Facility” and collectively, the “2008A Existing Liquidity Facilities” and, collectively with the 2007A Existing Credit Facilities, the “Existing Facilities”), from JPMorgan Chase Bank, N.A., Bank of America, N.A., and JPMorgan Chase Bank, N.A. (each a “2008A Existing Liquidity Provider” and collectively, the “2008A Existing Liquidity Providers” and, collectively with the 2007A Existing Credit Providers, the “Existing Providers”), respectively. Each of the 2008A Existing Liquidity Facilities expires February 3, 2017.

Pursuant to an agreement between the Tollway and PFM Financial Advisors LLC (“PFM” or the “Financial Advisor”), effective as of September 15, 2016, PFM has agreed to provide financial advisory services in connection with solicitation of credit enhancement for the Tollway’s variable rate bonds. At the request of the Tollway, the Financial Advisor solicited for credit, liquidity and

RESOLUTION NO. 21163

Background - Continued

direct purchase facilities for the 2007A/2008A Bonds via a request for proposals distributed September 29, 2016 (the “RFP”) to twenty-one (21) potential providers of credit, liquidity and direct purchase facilities, including to the Existing Providers.

The Financial Advisor has recommended that the Tollway replace or renew, as applicable, the Existing Facilities with credit, liquidity or direct purchase facilities to be provided by any or all of Bank of America, N.A., The Bank of Tokyo-Mitsubishi UFJ, Ltd., JPMorgan Chase Bank, N.A., Landesbank Hessen-Thüringen Girozentrale (aka Helaba), PNC Bank and RBC Capital Markets (the “New Facility Providers”). The Tollway concurs with the recommendation.

Resolution

The Chairman, Executive Director, Chief of Finance and General Counsel of the Tollway (each, an “Authorized Officer”) are each hereby authorized to renew or replace, as applicable, the Existing Facilities with credit, liquidity or direct purchase facilities from among the New Facility Providers. The annual fee and initial term of any such facility will be consistent with the annual fee and initial term submitted by the provider of that facility in their response to the RFP.

Each Authorized Officer is hereby authorized 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 deemed reasonably necessary or desirable to renew or replace, as applicable, the Existing Facilities with renewal, replacement or direct purchase facilities from among the New Facility Providers, including but not limited to the following:

The Chairman is authorized to execute one or more agreements in the form of a reimbursement agreement, standby bond purchase agreement or continuing covenant agreement (or other agreement effectuating a direct purchase) with each

RESOLUTION NO. 21163

Resolution - Continued

New Facility Provider (the “New Facility Agreements”) in substantially the form of the agreements of the Existing Facilities being replaced, with such changes as may be approved by the Chairman in executing such documents, including such changes as may be necessary to cause the agreement for a 2008A Existing Liquidity Facility to take the form of a direct-pay or standby letter of credit or direct purchase, and further including such changes as may be necessary to cause the agreement for a 2007A Existing Credit Facility to take the form of a standby bond purchase agreement or direct purchase. The Chairman is authorized to execute and issue a note or other obligation pursuant to the provisions of each New Facility Agreement to secure the Tollway’s reimbursement or other obligations to the New Facility Provider. The Tollway’s obligations to provide reimbursement to a New Facility Provider, whether evidenced by a note, ownership by the New Facility Provider of 2007A/2008A Bonds purchased pursuant to the related agreement or any other instrument, shall bear interest at a rate not exceeding the maximum interest rate specified in the related Supplemental Indenture, as such may be amended, and shall mature not later than the final maturity date of the 2007A/2008A Bonds related to such New Facility Agreement. The Chief of Finance is hereby authorized to negotiate any extension of a credit or liquidity facility and/or amendment of a credit or liquidity agreement authorized by this Resolution within the parameters set forth herein and the Chairman and/or the Executive Director are hereby authorized to execute any documents evidencing such extension and/or amendment.

The Chairman is authorized to direct a mandatory tender of all or a portion of the 2007A/2008A Bonds in connection with the delivery of one or more of the renewal, replacement or direct purchase facilities, in accordance with the terms of the Supplemental Indentures.

The Chairman is authorized to cancel all or a portion of the Bond Insurance Policy to the extent such cancellation is deemed necessary to obtain a replacement facility for the Series 2008A Bonds.

The preparation, use and distribution of one or more reoffering circulars relating to the remarketing of all or a portion of the 2007A/2008A Bonds in

RESOLUTION NO. 21163

Resolution - Continued

connection with the delivery of one or more replacement facilities (each a “Reoffering Circular”) is hereby in all respects ratified, authorized and approved. Each Reoffering Circular shall be in form similar to the official statements for the 2007A/2008A Bonds, shall contain current disclosure information similar in format to that presented in such documents, and shall reflect the terms and provisions of the 2007A/2008A Bonds proposed to be reoffered, including the terms and provisions of any related facilities and New Facility Agreements. The Chairman is authorized and directed to execute each Reoffering Circular on behalf of the Tollway.

The Chairman is authorized to amend or supplement each of the Supplemental Indentures as shall be necessary in connection with the delivery of replacement or renewal facilities or in connection with the delivery of a direct purchase facility.

Each of the Chairman and Executive Director is authorized to execute a short-term extension of any Existing Facility at its existing pricing for a term not to exceed six weeks, to the extent deemed advisable given timing estimated to be required to renew or replace such Existing Facility.

The Chief of Finance is authorized to pay the costs related to the renewal, replacement and direct purchase facilities and the mandatory tender and remarketing of any 2007A/2008A Bonds, including, without limitation, printing costs, transcript costs, consultants’ and attorneys’ fees, rating agency fees, remarketing agent fees, CUSIP fees, legal expenses of the New Facility Providers, and all other reasonable and necessary fees and costs of the Tollway incurred in connection with the renewal, replacement and direct purchase facilities and the mandatory tender and remarketing of any 2007A/2008A Bonds. The Chief of Finance is authorized to pay any accrued fees related to terminating an Existing Facility prior to its expiration.

All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution are in all respects

11/17/16

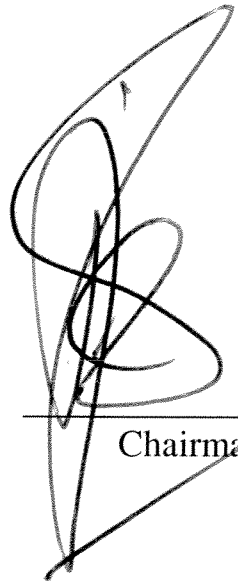
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RESOLUTION NO. 21163

Resolution - Continued

approved and confirmed. 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:



Chairman

RESOLUTION NO. 21164

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring *999 Cellular Express Line Call Center Services. Pursuant to the Tollway's Request for Proposal No. 15-0170, and upon evaluation by a selection committee, the Tollway has determined that Marketing Alternatives, Inc. is the best qualified to provide *999 Cellular Express Line Call Center Services, with an upper limit of compensation not to exceed \$1,532,662.20.

Resolution

The proposal from Marketing Alternatives, Inc. for the purchase of *999 Cellular Express Line Call Center Services is accepted. Contract No. 15-0170 is approved in an amount not to exceed \$1,532,662.20. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21165

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring continued Toll Revenue Management and Maintenance Program Services pursuant to a Sole Source Contract (No. 16-0136) with Electronic Transaction Consultants Corporation ("ETCC"), for an upper limit of compensation not to exceed \$20,600,000.00. ETCC provides critical toll collection services through in-lane technology and associated support and maintenance. The Tollway is authorized to procure these goods and services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. The Tollway is currently working with the State's Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract would only be entered after upcoming predicate steps are successfully completed.

Resolution

The sole source quote from Electronic Transaction Consultants Corporation for the purchase of Toll Revenue Management and Maintenance Program Services is accepted. Contract No. 16-0136 is approved in an amount not to exceed \$20,600,000.00, and subject to successful completion of all legal and regulatory requirements to appropriately enter a Sole Source contract for the procurement. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21166

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring continued Transponder and Equipment Purchases pursuant to a Sole Source Contract (No. 16-0138) with Kapsch TrafficCom IVHS Inc. ("Kapsch") for an upper limit of compensation not to exceed \$43,000,000.00. Kapsch works uniquely with tolling agencies, like the Illinois Tollway, participating as members of the E-Z Pass Group, to ensure transponder technology remains interoperable for the motoring public. The Tollway is authorized to procure these goods and services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. The Tollway is currently working with the State's Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract would only be entered after upcoming predicate steps are successfully completed.

Resolution

The sole source quote from Kapsch TrafficCom IVHS Inc. for the purchase of Transponder and Equipment Purchases is accepted. Contract No. 16-0138 is approved in an amount not to exceed \$43,000,000.00, and subject to successful completion of all legal and regulatory requirements to appropriately enter a Sole Source contract for the procurement. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21167

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-14-4638 for Intelligent Transportation Systems, on the Illinois Route 390 Tollway, from Milepost 6.5 (east of Lake Street /US 20) to Milepost 15.9 (east of IL-83). The lowest responsible bidder on Contract No. I-14-4638 is Aldridge Electric, Inc. in the amount of \$5,325,571.07.

Resolution

Contract No. I-14-4638 is awarded to Aldridge Electric, Inc. in the amount of \$5,325,571.07, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____
Chairman

RESOLUTION NO. 21168

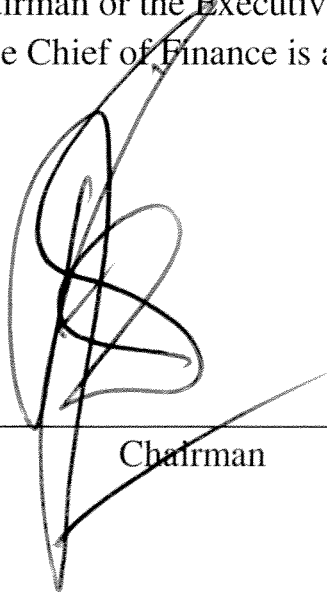
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Elgin O'Hare Western Access (I-490) from south of Irving Park Road to west of County Line Road and Mount Prospect Road, on Contract No. I-15-4658. Stantec Consulting Services, Inc. / Terra Engineering, Ltd. (Teaming Agreement) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$35,803,003.19. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Stantec Consulting Services, Inc. / Terra Engineering, Ltd. (Teaming Agreement) to obtain Design Services, for Contract No. I-15-4658, with an upper limit of compensation not to exceed \$35,803,003.19, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21169

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20520 approved November 20, 2014, entered into an Agreement with Parsons Brinkerhoff, Inc. / GSG Consultants Inc. / GSG Materials Testing Inc. (JV) on Contract I-14-4187 for Construction Management Services for Roadway, Retaining Wall and Bridge Reconstruction and Widening, on the Jane Addams Memorial Tollway (I-90), from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street).

Per Tollway request, Parsons Brinkerhoff, Inc. / GSG Consultants Inc. / GSG Materials Testing Inc. (JV) has submitted a proposal to provide Supplemental Construction Management Services for Contract I-14-4187, increasing the contract upper limit by \$490,064.33, from \$7,239,470.82 to \$7,729,535.15. It is necessary and in the best interest of the Tollway to accept the proposal from Parsons Brinkerhoff, Inc. / GSG Consultants Inc. / GSG Materials Testing Inc. (JV).

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Parsons Brinkerhoff, Inc./GSG Consultants Inc./GSG Materials Testing Inc. (JV) consistent with the aforementioned proposal to increase the contract upper limit by \$490,064.33, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21170

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20849 approved on October 22, 2015, entered into an Agreement for Contract No. I-15-4236 with F.H. Paschen, S.N. Nielsen & Assoc., LLC for Inside Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). This extra work order provides for additional costs required to complete bridge demolition work in the amount of \$250,000.00.

Resolution

The Extra Work Order in the amount of \$250,000.00, and the commensurate increase in the upper limit of compensation on Contract No. I-15-4236, is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21171
AMENDING RESOLUTION NO. 21159

Background

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

Resolution

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

RESOLUTION NO. 21171
AMENDING RESOLUTION NO. 21159

Resolution – Continued

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

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

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

11/17/16

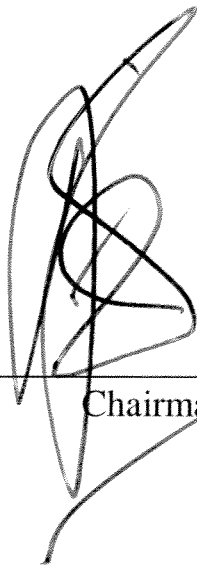
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RESOLUTION NO. 21171
AMENDING RESOLUTION NO. 21159

Resolution – Continued

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

11/17/16

6.4/5

RESOLUTION NO. 21171
AMENDING RESOLUTION NO. 21159

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

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

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-927	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-254005 ON DECEMBER 30, 1992, ALSO THAT PART OF ARLINGTON HEIGHTS ROAD AS DESCRIBED IN THE DEDICATION DEED RECORDED FEBRUARY 9, 1939 AS DOCUMENT R1939-396978	DuPage
WA-1D-12-041	12-19-400-159	Cook
WA-1D-12-103	12-19-400-121	Cook
EO-1B-12-024	03-04-402-021	DuPage
EO-1B-12-038	03-03-304-021	DuPage
EO-1B-12-105	03-04-301-002	DuPage
EO-1B-12-907	THAT PART OF PARKSIDE AVENUE AS SHOWN ON LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-911	THAT PART OF MITTEL DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 3, BEING A RESUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 9 AND PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1983 AS DOCUMENT NUMBER R1983-090012	DuPage
EO-1B-12-913	THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596	DuPage
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-007	12-19-400-117, 12-19-400-167	Cook
WA-1D-12-012	12-19-400-084, 12-19-400-104	Cook
WA-1D-12-014	12-19-400-056	Cook
WA-1D-12-015	12-19-400-150	Cook
WA-1D-12-016	12-19-400-152	Cook
WA-1D-12-080	12-19-400-079	Cook
WA-1D-12-107	12-19-400-168	Cook
WA-1D-12-108	12-19-400-102	Cook
EO-1B-12-029	03-04-406-023	DuPage
EO-1B-12-129	03-02-304-012, 03-02-300-022	DuPage
EO-1B-12-930	THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977	DuPage
NW-7A-12-101	08-36-102-001	Cook
WA-1D-12-048	03-13-406-001, 03-13-403-002, 03-13-509-003	DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030	DuPage
EO-1B-12-189	03-04-406-028	DuPage
EO-1B-12-928	THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS	DuPage
WA-1D-12-004	12-19-400-078	Cook

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

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

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

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

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

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

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-023	03-24-201-019	DuPage
WA-1D-12-024	03-24-201-020	DuPage
WA-1D-12-025	03-24-201-006, 03-24-201-015	DuPage
WA-1D-12-027	12-19-100-066	Cook
WA-1D-12-028	12-19-100-065	Cook
WA-1D-12-029	12-19-100-084	Cook
WA-1D-12-030	12-19-100-083	Cook
WA-1D-12-032	12-19-100-096	Cook
WA-1D-12-033	12-19-100-112- 1001, 12-19-100-112- 1002 12-19-100-112- 1003, 12-19-100-112- 1004 12-19-100-112- 1005, 12-19-100-112- 1006	Cook
WA-1D-12-034	12-19-100-038	Cook
WA-1D-12-035	12-19-100-019	Cook
WA-1D-12-037	12-19-100-026	Cook
WA-1D-12-109	12-19-100-078	Cook
WA-1D-12-038	12-19-100-028	Cook
WA-3D-12-011	08-36-102-046, 08-300-011	Cook
WA-3D-16-900	THAT PART OF NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF HIGGINS ROAD	Cook

Elgin O'Hare Western Access		ADDED IDENTIFIED PARCELS
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-15-002	08-36-101-012	Cook
WA-3D-12-012	12-19-400-148	Cook
WA-3D-12-900	08-36-102-045	Cook

RESOLUTION NO. 21172

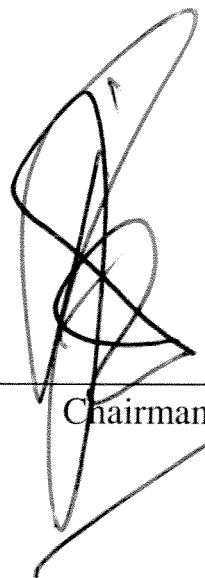
Background

The Tollway requires a general utility relocation agreement with Equilon Enterprise L.L.C. d/b/a Shell Oil Products U.S. (hereinafter referred to as “Shell Oil”). This general agreement outlines the parties’ duties, responsibilities and procedures to be followed when Shell Oil pipelines need to be relocated to accommodate Tollway improvements. There are multiple pipeline locations on the EOWA that must be relocated.

Resolution

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

Approved by: _____



Chairman

GENERAL UTILITY AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

AND

EQUILON ENTERPRISE LLC D/B/A SHELL OIL PRODUCTS US

THIS AGREEMENT, (hereinafter referred to as the “AGREEMENT”) is entered into this ____ day of _____, AD, 20__ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the “ILLINOIS TOLLWAY”), and EQUILON ENTERPRISE LLC D/B/A SHELL OIL PRODUCTS US., a private Delaware limited liability company authorized to do business in the State of Illinois, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectively referred to as “PARTIES”

WITNESSETH

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

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

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002016-02; intend to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of PROJECTS; and

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

WHEREAS, in accordance with the Illinois Tollway policy (*Accommodation of Utilities on the Tollway System*, April 2010) the ILLINOIS TOLLWAY shall enter into agreements to modify and or relocate FACILITIES which the ILLINOIS TOLLWAY determines interfere with Toll Highway PROJECTS; and

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

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

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

I. STATEMENT OF PURPOSE

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

II. NOTICE OF INTERFERENCE

- A. The ILLINOIS TOLLWAY will from time to time provide the UTILITY with written "Notification of Utility Interference" (NOI), (similar in form to Exhibit "A"), with sixty (60) days prior written notice, whenever in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each NOI shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.
- B. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other information relating to the PROJECTS as soon as they become available in order to facilitate the design and/or other options of the FACILITIES to eliminate, to the extent agreeable to both PARTIES, the conflicts which may require MODIFICATIONS as part of the PROJECTS.

III. OTHER GOVERNMENTAL IMPROVEMENTS

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

- B.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts regarding PROJECTS.
- C.** After the issuance of the NOI, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of the UTILITY'S MODIFICATIONS are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- D.** The ILLINOIS TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the sole benefit of another local government, county, governmental agency or department due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation or maintenance of the ILLINOIS TOLLWAY, provided that reimbursement for such MODIFICATIONS is provided to UTILITY by such other government agency or department. Notwithstanding the foregoing, the UTILITY shall not be obligated to commence MODIFICATIONS for the relevant local government, county, governmental agency prior to a definitive agreement with such agency regarding the reimbursement or payment of the costs for MODIFICATIONS to the UTILITY.
- E.** The PARTIES further agree that if MODIFICATIONS of FACILITIES are made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, the MODIFICATIONS shall be identified, designed, constructed and carried out in accordance with the terms and conditions of a Work Order (W.O.) for Utility Work governed under this AGREEMENT.
- F.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to an OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts regarding a PROJECT and not subject to reimbursement by the ILLINOIS TOLLWAY, shall if arising from modifications of FACILITIES, be passed on to the UTILITY.

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

IV. ORDER FOR UTILITY WORK

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

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

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

V. **TOLLWAY OPTION TO PERFORM THE MODIFICATIONS**

- A. The UTILITY may, by mutual agreement of the PARTIES, include a portion or all of the MODIFICATIONS in the applicable ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Order for Utility Work relative to these MODIFICATIONS. If portions of the MODIFICATIONS are included in ILLINOIS TOLLWAY contracts, the UTILITY shall submit revised a Cost Estimate with all such portions of the MODIFICATIONS deleted and adjusted where necessary.

VI. **PRE-CONSTRUCTION**

- A. The PARTIES shall cooperate in identifying needs, exchanging information and assessing progress during the preparation of plans.

- B. The UTILITY may perform the MODIFICATIONS required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own employees or an independent outsourced contractor selected through a competitive bidding process.
- C. The bid documents shall require the UTILITY'S Contractor to perform the MODIFICATIONS within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals or a periodic competitively bid maintenance contract for any portions of the MODIFICATIONS other than MODIFICATIONS performed by in-house employees of the UTILITY. Upon receipt of all bids resulting from the competitive bidding process or a competitively bid periodic maintenance contract and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review and approval. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation in support of the award to the ILLINOIS TOLLWAY and to the extent the UTILITY has previously documented reasonable concerns regarding the health and safety practices of the company that has submitted the lowest bid, the UTILITY shall not be required to award such contract.
- D. The UTILITY shall advertise, receive bids, provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

VII. NOTICE TO PROCEED

- A. The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written "Notice to Proceed" (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY. The Notice to Proceed shall specify a reasonable time within which the work is to be done, consistent with the time estimate provided in the Order for Utility Work. The UTILITY shall use all reasonable commercial efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.

- B.** The ILLINOIS TOLLWAY shall not be obligated to issue the Notice to Proceed until the UTILITY or its contractors have provided copies of all documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY in accordance with Article XIII. Below. The ILLINOIS TOLLWAY shall not issue a Notice to Proceed until sufficient right-of-way has been acquired by the UTILITY for the MODIFICATION of the FACILITIES.

VIII. SCHEDULING AND COORDINATION

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

IX. PERFORMANCE OF THE MODIFICATIONS

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

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

X. CHANGES IN THE WORK

- A. The UTILITY shall issue written notice to the Chief Engineer of any changes from the approved plans and Cost Estimates or any unscheduled or extra work required with respect to a Utility Job Number. To the extent such changes are not required pursuant to MODIFICATIONS made by the ILLINOIS TOLLWAY or any local government, county, governmental agency, such changes or extra work shall be reviewed, and if deemed acceptable, approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.
- B. In the event the UTILITY'S contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its contractor and subject to approval by the ILLINOIS TOLLWAY, which approval shall not be unreasonably withheld or delayed.
- C. If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work to modify the FACILITIES and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates included within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).

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

XI. REMOVAL OF EQUIPMENT AND SALVAGE

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

XII. RECORD DOCUMENTS

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

XIII. INSURANCE

- A. The UTILITY agrees to procure and maintain, or with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain insurance of the kinds and amounts specified herein with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all

operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish Proof of insurance along with applicable additional insured endorsements, which states that written notice will be provided to the ILLINOIS TOLLWAY at least thirty (30) days in advance of cancellation of any required coverage. The ILLINOIS TOLLWAY'S failure to request a certificate of insurance or insurance policies does not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.

- B. The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS Section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as required by the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS and Section 107.27 in particular and have the ILLINOIS TOLLWAY named as an additional insured party.
- C. In lieu of procuring and maintaining insurance as provided in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), the UTILITY shall have the option to self-insure in limits commensurate with the activities under this Agreement.
- D. The UTILITY understands that the ILLINOIS TOLLWAY has not obtained Builders Risk Insurance covering loss to the property of the UTILITY on account of the work being performed by the UTILITY and its Contractors. Nothing in this Agreement is intended to impose liability on the ILLINOIS TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

XIV. INDEMNIFICATION

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

the FACILITIES to operate properly or from other malfunctions of the FACILITIES, or from any other actions or inactions on the part of or on behalf of the UTILITY in the design, construction, reconstruction or maintenance of the UTILITY'S FACILITIES located on or near the ILLINOIS TOLLWAY'S right-of-way.

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

XV. SUBMISSIONS OF COSTS AND BILLING

- A. The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated actual and necessary costs of the utility work as provided for under this AGREEMENT. Actual costs and approved bid prices shall be paid by the ILLINOIS TOLLWAY within sixty (60) working days after receipt of a complete invoice, as defined herein, from the UTILITY. Amounts in excess of the approved final cost estimate which result from approved changes in the plans or approved extra work substantiated by the UTILITY, as provided for herein below, shall be reimbursed by the ILLINOIS TOLLWAY.
- B. Upon completion of the work contemplated by a Utility Job Number or a PROJECT including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY an invoice for reimbursement. All bills or invoices shall be accompanied by supporting documents detailing, at a minimum, the following costs and expenses itemized as follows:
 - 1. Construction or Removal of FACILITIES.
 - a. Engineering Costs;
 - b. Labor Costs;
 - c. Costs of Work Contracted for by the UTILITY;
 - d. Motor Vehicle and Equipment Costs; and
 - e. Material Costs;

2. General and Overhead Costs.
 - a. Administrative and General;
 - b. Payroll Taxes;
3. Credit for the salvage value of abandoned or removed Facilities.
4. Credit for any and all Betterment of Facilities.
5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.

C. The bill/invoice shall be signed by a duly authorized representative of the UTILITY with a certification that he/she has examined the records and accounts of the UTILITY and that the statement is a true and complete bill for the items set forth therein.

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

XVI. PAYMENT

- A. After the UTILITY has submitted an approved invoice for reimbursement, the ILLINOIS TOLLWAY shall promptly reimburse the UTILITY for its substantiated costs for the work to the FACILITIES covered by each Utility Job Number or improvement. . The ILLINOIS TOLLWAY shall use its best efforts to process approved invoices for payment within 60 days. Final payment by the ILLINOIS TOLLWAY for the cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money and constitute full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.
- B. The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order. The final invoice shall be marked “FINAL INVOICE” and shall state the date on which the last work was performed or the last item of billed expense was incurred.

XVII. FUTURE REMOVALS OR RELOCATIONS

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

XVIII. MODIFICATIONS

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

XIX. TERMINATION

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

XX. GENERAL PROVISIONS

- A. This Agreement, and all the rights and duties of the PARTIES arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.
- B. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- C. Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is 36-000-00000 and it is doing business as a private entity, whose mailing address is _____.
- D. This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES.
- E. This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.
- F. The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UTILITY unless such provision is waived in writing.

NOTICES

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

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

To: Shell Pipeline Company LP
910 Louisiana Street – 41st Floor
P.O. Box 2648
Houston, TX 77252-2648

EXHIBITS:

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

Exhibit A: Notice of Utility Interference (NOI)

Exhibit B: Order for Utility work

Exhibit C: Notice to Proceed (NTP)

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg Bedalov, Executive Director

Equilon Enterprises LLC D/B/A Shell Oil Products US

By: K.L. Webster
Authorized Representative – PRINT NAME

By: K.L. Webster Attorney-in-Fact Date: 10-3-2016
Authorized Representative – Signature & Title

Approved as to Form and Constitutionality

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

EXHIBITS

“A” – NOTIFICATION OF UTILITY INTERFERENCE

“B” – ORDER FOR UTILITY WORK

“C” – NOTICE TO PROCEED – UTILITY WORK

EXHIBIT A

Utility Job Number _____

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

Date _____
(Utility or Municipality)

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting of _____

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

Within _____ and more specifically located at _____ + _____, _____ on the
DESIGN SECTION/CONTACT NUMBER STATION NUMBER MILEPOST NO.

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

This interference has been assigned UTILITY JOB NUMBER _____

Recommended for Notification this _____ day of _____ of 20 _____

By _____
DESIGN SECTION ENGINEER

By _____
ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
CHIEF ENGINEER

10-24-14 rev/mcs

EXHIBIT B

Utility Job Number: _____

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

TOLLWAY

The _____ hereby requests authority to do such work as shown on
(Utility or Municipality)
the attached drawings and identified by Utility Job Number _____ in accordance with the
terms and conditions of the Utility Agreement dated _____, 20 _____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:
Final Plans, a detailed Cost Estimate, and time estimate to perform the utility work are attached.

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

1. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ _____
2. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ _____
3. Estimated Cost of Relocating Facilities: \$ _____
4. Estimated Cost of Temporary Facilities: \$ _____
5. Estimated Cost of Additional Right-of-Way (if required): \$ _____
6. Estimated Credit for Used Life, Betterment, Salvage: \$ _____

Total Estimated Cost: \$ _____

The estimated time to complete the work is _____ days.

Signed on this _____ day of _____, 20 _____.
(Utility or Municipality)

Signature Title

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

Design Section Engineering Signature

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
Chief Engineer

EXHIBIT C

Utility Job Number _____

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

(Utility or Municipality) . Date _____

Address

City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work
Identified by Utility Job Number _____.

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

It is the Utility’s responsibility to make known to itself the construction schedule for the project
and to coordinate the utility work with the work of others.

Sincerely,

Chief Engineer
Illinois State Toll Highway Authority

10-24-14 rev/mcs

RESOLUTION NO. 21173

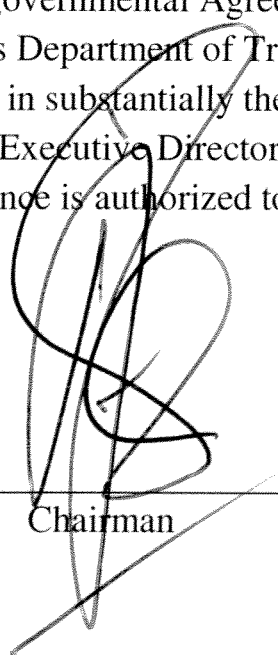
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the County of Cook, the Illinois Department of Transportation, the City of Northlake, and the City of Elmhurst in connection with the Illinois Route 390 Tollway project which includes improvements at County Line Road from I-294 to North Avenue (IL 64). Cook County applied as “Project Sponsor” and received Congestion Mitigation Air Quality grant funds (“CMAQ Funds”) for construction of the project. In order to leverage the federal CMAQ Funds, this Intergovernmental Agreement is necessary to determine respective responsibilities toward the project. The County shall act as the lead agency for the construction of the project. The Tollway shall be responsible for financing an amount equal to the local match for the grant (20%), estimated to be \$7,593,586.46.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement among the Tollway, the County of Cook, the Illinois Department of Transportation, the City of Northlake, and the City of Elmhurst in substantially the form attached to this Resolution, the Chairman or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment of thereof.

Approved by: _____
Chairman



INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK
THE ILLINOIS TOLLWAY
THE STATE OF ILLINOIS
THE CITY OF NORTHLAKE
AND
THE CITY OF ELMHURST

County Line Road: I-294 to North Avenue
Section: 16-W7331-00-RP
Federal Project No.

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois acting through its Department of Transportation and Highways (the "County"); the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois (the "Illinois Tollway"); and the State of Illinois, acting by and through its Department of Transportation (the "State"); the City of Northlake, a municipal corporation of the State of Illinois, hereinafter called "Northlake"; and the City of Elmhurst, a municipal corporation of the State of Illinois, hereinafter called "Elmhurst". The County, the Illinois Tollway, the State, Northlake and Elmhurst are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorizes and encourages intergovernmental cooperation; and

WHEREAS, the County, the State, Northlake and Elmhurst are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into this intergovernmental agreement; and

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

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

WHEREAS, the EOWA includes multiple construction contracts and this Agreement includes the scope of improvements for the County Line Road: I-294 to North Avenue (IL 64) project, which is being implemented in stages as part of two construction contracts: Contract S01-A, County Line Road/North Avenue (IL 64)/Lake Street (US 20) Intersection and Contract S01-B, Southbound I-294 at County Line Road; and

WHEREAS, the Contract S01-A, County Line Road/IL 64/US 20 Intersection, scope of improvements consists of the widening the existing US 20 over IL 64 bridge and the construction of a new connector roadway (“Connector B”) from the bridge to eastbound IL 64. The intersections of County Line Road and US 20, IL 64 and Northwest Avenue, IL 64 and Railroad Avenue, and US 20 and the I-294 northbound on-ramp will be improved. Other improvements include the reconstruction of Northwest Avenue, the roadway connector between County Line Road and Northwest Avenue (“Connector A”), North Ave, and County Line Road, and the resurfacing of US 20, IL 64, and the US 20 frontage road west of County Line Road within the project limits. The project also includes new traffic signals and modernization of existing traffic signals, storm sewer installation and drainage improvements, detention pond construction, sidewalk construction, earthwork, installation of retaining walls, signing, pavement markings, roadway lighting, landscaping, watermain relocation, and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the Contract S01-B, Southbound I-294 at County Line Road, scope of improvements consist of the construction of a new southbound I-294 exit ramp to County Line Road (“Ramp R1”) and the reconstruction and realignment of County Line Road. The project also includes the installation of new traffic signal equipment at Ramp R1/County Line Road, earthwork, installation of retaining walls, intelligent transportation system equipment, drainage improvements, signing, pavement markings, roadway lighting, landscaping and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, for the purpose of this Agreement, the above contracts shall be referred to separately as “Contract S01-A” and “Contract S01-B” and together as “Project”; and

WHEREAS, the County submitted an application in 2015 for a Congestion Mitigation Air Quality (CMAQ) grant for the Project improvements which would fund 80% of the eligible portions of the Project construction, construction engineering, right of way acquisition and utility relocations. Funding for such portions of the Project was approved by the Chicago Metropolitan Agency for Planning on October 30, 2015; and

WHEREAS, the County will implement construction of the Project improvements, to be identified as Section: 16-W7331-00-RP; and

WHEREAS, the State has jurisdictional authority over US 20 and IL 64 and has authorized the County to assume construction responsibilities of the improvements along these roadways as part of the Project; and

WHEREAS, Northlake has provided final design engineering services for Contracts S01-A and S01-B as part of an “in-kind” contribution towards funding the EOWA . Northlake is responsible for completion of the final design engineering for Contract S01-A, and Elmhurst and Northlake are sharing in the local match costs for final design engineering through utilization of North Central Council of Mayor’s funding; and

WHEREAS, Northlake has agreed to include additional limits of reconstruction along County Line Road (approximately 600 feet) to the final design engineering services for Contract S01-A to improve County Line Road pursuant to Contracts S01-A and S01-B at the request of the County and the County will be responsible for design engineering, construction and construction engineering costs of said improvements; and

WHEREAS, Northlake has agreed to include additional final design engineering services including additional drainage improvements as part Contract S01-A and the Illinois Tollway will be responsible for reimbursing Northlake for the additional design effort; and

WHEREAS, the Illinois Tollway is responsible for completing the final design engineering of Contract S01-B; and

WHEREAS, Northlake has requested that the County include in Contract S01-A a new 12 inch watermain connection from IL 64 to US 20 (“Northlake Work”); and

WHEREAS, in consideration of the inclusion of the Northlake Work, Northlake will assume certain maintenance responsibilities upon completion of Contract S01-A by the County; and

WHEREAS, it is the practice of the County, that at intersections of County Highways and municipal streets, the County will be responsible for the physical maintenance and timing/phasing of the traffic signals and the municipal corporation is to bear a share of the signal’s maintenance and energy costs; and, this share is represented by the relative number of approaches to the intersection for which the municipal corporation is responsible with respect to the total number of approaches; and

WHEREAS, the County, the State, the Illinois Tollway, Northlake and Elmhurst, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding of the Project as proposed as well as future maintenance responsibilities of the completed Project.

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement between the County, the State, the Illinois Tollway, Northlake and Elmhurst shall not become effective unless authorized and executed by the Cook County Board of Commissioners, the State Director of Highways, the Illinois Tollway Board of Directors and Executive Director, and an authorized representative from both Northlake and Elmhurst. This Agreement, once duly authorized by the above-named authorities is a legal, valid and binding agreement, enforceable against the Parties in accordance with its terms. This Agreement shall terminate upon completion of the Project. This Agreement may also be terminated in the event that CMAQ grant federal funding become unavailable. Notwithstanding the foregoing, the Parties hereto agree that the provisions of Sections 4.12 Post-Project Maintenance, 5.5 Post-Project Maintenance, 6.6 Post-Project Maintenance, 7.8 Post-Project Maintenance, 8.5 Post-Project Maintenance, and 6.7 Payment to the County herein shall survive termination of this Agreement, unless expressly terminated by the Parties.

SECTION 3. PROJECT FUNDS

3.1 Federal Funds. Federal Funding in the amount of Twenty-nine Million, Four Hundred Sixty-nine Thousand, Eight Hundred and Seventy-four Dollars (\$29,469,874.00) CMAQ funds have been

awarded for the Project, which is being implemented in two stages (Contracts S01-A and S01-B). A total of 80% of the CMAQ program eligible costs will be funded utilizing the associated grant with the remaining 20% of CMAQ program eligible costs being required to be funded, directly or indirectly, by the Project Sponsor. Federal reimbursement will not exceed the CMAQ awarded amount where the allowance for each of the contracts (Contracts S01-A and S01-B) will be based on 80% of the actual costs of portions of the project eligible for reimbursement.

- 3.2 County's Share of the Project. The County shall finance the entire cost of construction and construction engineering for the Project, as the Project Sponsor, subject to 100% reimbursement as herein stipulated and otherwise noted. The County shall be responsible for the costs for design engineering, construction and construction engineering costs of approximately 600 feet of roadway reconstruction along County Line Road included as part of Contract S01-A.
- 3.3 State's Share of the Project. The State shall not incur any costs for the Project.
- 3.4 Illinois Tollway's Share of the Project. The Illinois Tollway's share of the Project includes an amount equal to the federally required 20% local match, or an estimated Seven Million, Three Hundred and Sixty-seven Thousand, Four Hundred and Sixty-eight Dollars (\$7,367,468.00) for CMAQ eligible costs. Additionally, the Tollway agrees to reimburse the Project Sponsor for 100% of the costs of the Project that are not CMAQ eligible unless otherwise noted, though no such costs are anticipated as of the time of execution of this Agreement. The Illinois Tollway shall further be responsible for reimbursing Northlake for final design services rendered including additional drainage improvements as part of Contract S01-A estimated to be \$422,478.40. The Illinois Tollway shall also be responsible for the remaining design engineering costs associated with Contract S01-B under a separate Tollway design contract. The aforementioned costs shall be based upon actual costs for design, design engineering, construction, construction engineering, right of way acquisition and utility relocations for the Project. In the event that any portion of the Federal Funds described in 3.1 above are not available for the Project through no fault of the Parties, the Illinois Tollway shall remain responsible for reimbursing an amount up to the local match estimated amount agreed to herein or work actually performed to the date of the loss of Federal Funds, whichever is less. Loss of Federal Funds may be deemed grounds for terminating the Agreement.
- 3.5 Northlake's Share of the Project. The final design engineering costs, thus far, for Contract S01-A and S01-B, have been funded by Northlake. The final design engineering costs paid by Northlake are estimated at Two Million, Eight Hundred and Sixty-eight Thousand, One Hundred and Sixty-one Dollars and Forty-two cents (\$2,868,161.42), which consists of the initial contribution of \$2,165,420.00 based on the North Central Council of Mayor's funding plus a received supplemental amount of \$702,741.42, subject to 50% reimbursement of the supplemental amount by Elmhurst as described in 3.6, and are to be provided as part of Northlake's "in-kind" contribution towards EOWA funding. The Parties acknowledge that the total design engineering costs are estimated at \$3,094,279.88, which include the above-described Northlake contribution plus the Tollway's contribution as provided for in 3.4 above. Northlake will fund the remaining design engineering costs for Contract S01-A subject to reimbursement by the County for the additional limits of County Line Road reconstruction and reimbursement by the Illinois Tollway for the additional drainage improvements as herein stipulated. Northlake will also be responsible for costs associated with the Northlake Work, which includes an estimated \$123,851.00 for construction costs for the new 12 inch watermain connection from IL 64 to US 20 and \$12,385.10 (10% of construction costs) for construction engineering, for a total estimated cost of

\$136,236.10.

- 3.6 Elmhurst's Share of the Project. Elmhurst and Northlake are evenly sharing in the local contribution costs for final design engineering through utilization of North Central Council of Mayor's funding plus an estimated contribution of \$351,370.72 for Elmhurst's 50% share of the supplemental amount. As such a portion of the final design engineering costs for Contracts S01-A and S01-B that are being used as part of the "in-kind" contribution towards the EOWA project noted above have been funded by Elmhurst and Elmhurst shall not incur any costs for construction of the Project.

SECTION 4. COUNTY'S RESPONSIBILITIES

4.1 Construction.

- 4.1.1 The County shall advertise and receive bids, obtain concurrence from the Illinois Tollway as to the amount of bids before award (for work to be funded wholly or partially by the Illinois Tollway), let, award the contract(s), provide construction engineering inspections for and cause the Project to be constructed in accordance with the approved Project construction plans, specifications and construction contract, subject to reimbursement by the Illinois Tollway.
- 4.1.2 After award of the construction contract, any proposed deviations from the approved plans and specifications that affect the State, the Illinois Tollway, Northlake and/or Elmhurst shall be submitted to the State, the Illinois Tollway, Northlake and/or Elmhurst for approval prior to commencing such work. The State, the Illinois Tollway, Northlake and/or Elmhurst 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 State, the Illinois Tollway, Northlake or Elmhurst shall detail in writing its specific objections. If the County receives no written response from the State, the Illinois Tollway, Northlake and/or Elmhurst within fifteen (15) calendar days after delivery to the State, the Illinois Tollway, Northlake and/or Elmhurst of the proposed deviation, the proposed deviation shall be deemed approved by the State, the Illinois Tollway, Northlake and/or Elmhurst.
- 4.1.3 Subsequent to the award of the construction contract, and before any work is started on the Project, a pre-construction conference shall be held between the State, the Illinois Tollway, the County, the interested contractor(s), the Union Pacific Railroad, Northlake, Elmhurst, and the affected utility agencies, at a time and place as designated by the County's representative, for the purpose of coordinating the work to be performed by the several contingents, and at which time a schedule of operations will be adopted.
- 4.1.4 The County shall require all construction performed within the State right-of-way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The County shall require all construction performed within the Illinois Tollway right-of-way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for construction, issued April 2016, as amended.

- 4.1.5 The County shall provide Phase III construction engineering services.
- 4.2 County as Lead Agent; Appropriation of Funds. The County shall finance the construction and construction engineering costs and act as Lead Agent for the Project.
- 4.3 Finance and Expenditures. The County shall provide annual financial updates for the Project to the Illinois Tollway for the duration of the Project. The County shall provide expenditures to date (as of September 30 of each year) for funding sources and a forecast of annual expenditures for the remainder of the Project for each funding source on or before October 30 of each year.
- 4.4 Permits.
- 4.4.1 The County shall assume responsibility for assuring that permits (Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois Environmental Protection Agency (IEPA), etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.) as may be required for the Project, are secured in support of the general Project schedule and deadline. The Illinois Tollway and State shall provide support and information as necessary to allow for the County to secure required permits.
- 4.4.2 The County shall secure permits as required for construction on public right of way owned by the Illinois Department of Natural Resources (IDNR) or others. The Illinois Tollway and State shall provide support and information as necessary to allow for the County to secure required permits.
- 4.4.3 The County is responsible for adhering to the conditions of the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) in conjunction with the construction of the Project.
- 4.5 Utility Coordination and Relocation.
- 4.5.1 The County shall be the lead agency for utility coordination and relocations. The County will ensure that the necessary documents are submitted to the State and/or Illinois Tollway for the respective Utility Permit(s) as needed. If there are locations where utilities are not located on existing State, County or local public right of way and if said utilities are eligible for reimbursement for any adjustments or relocations caused by the Project, the County shall be responsible for financing said utility reimbursement costs subject to reimbursement from federal and Illinois Tollway funding sources.
- 4.6 Agreements.
- 4.6.1 The County shall be the lead agency for coordination, preparation and execution of all Intergovernmental, Utility Reimbursement and Railroad Agreements necessary for the Project.
- 4.6.2 All Railroad agreements shall be fully executed prior to receiving authorization to advertise the Project.
- 4.7 Coordination with the State and the Illinois Tollway.

- 4.7.1 The Illinois Tollway and the State shall provide support and information as necessary to allow for the County to complete and secure a valid Preliminary Environmental Site Assessment (PESA) and a Preliminary Site Investigation (PSI) for the Project prior to receiving authorization to advertise the Project.
- 4.8 Coordination with the Northlake and Elmhurst.
- 4.8.1 The County shall allow Northlake and Elmhurst to observe all Northlake and Elmhurst water main and/or storm sewer construction, address concerns expressed by Northlake and/or Elmhurst regarding said construction, and allow Northlake and Elmhurst to participate in the Final Inspection of said water main and storm sewer.
- 4.9 Railroad Coordination.
- 4.9.1 The County shall coordinate with the Union Pacific Railroad regarding the Project construction on Union Pacific Railroad right of way including the construction of a relocated storm sewer under the Union Pacific Railroad tracks along the south side of IL 64.
- 4.9.2 The County shall secure all necessary Railroad Permits and agreements needed for the Project.
- 4.10 Construction Operations. The County shall have the authority to direct its contractor(s) to use specific locations within the Project construction limits as defined in the construction plans to store machinery and equipment, stockpile surplus materials, excess embankment, falsework, rubbish or temporary buildings. Upon completion of the Project, the contractor shall be required to remove said items and leave the storage area(s) in a neat and not worse than existing condition, reasonably satisfactory to the authorized representative of the County and the property owner.
- 4.11 Notification of Final Inspection. The County shall provide the State, the Illinois Tollway, Northlake and Elmhurst fourteen (14) days advance notice of the Final Inspection of all work constructed as part of the Project (“Final Inspection”). The County shall provide notice to the State, Illinois Tollway, Northlake and Elmhurst upon completion of 70% and 100% of the Project construction and allow for joint inspection of the Project at such milestones. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the State, Illinois Tollway, Northlake, and/or Elmhurst representatives shall give immediate verbal notice to the County's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Superintendent of the County. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The State, the Illinois Tollway, Northlake and Elmhurst shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.
- 4.12 Post-Project Maintenance. The County shall own, operate and maintain County Line Road, the connecting roadway between County Line Road and Northwest Avenue (“Connector A”), and Northwest Avenue from the north edge of pavement at IL 64 to the Connector A intersection radius of return of the proposed driveway entrance to the east, in their entirety upon completion of the Project. The County shall also own and maintain the retaining walls along the west side of

County Line Road south of the Ramp R1 intersection and along Connector A between Northwest Avenue and County Line Road; the box culvert under County Line Road south of the Ramp R1 intersection; new storm sewer constructed at County Line Road, Northwest Avenue (within County jurisdictional limits), and Connector A; roadway lighting along Connector A and Northwest Avenue (within County jurisdictional limits); underpass lighting attached to the I-294 bridge over Connector A; and lighting on combination traffic signal poles at Northwest Avenue/Connector A, County Line Road/Connector A, and County Line Road/Ramp R1, including transitional lighting at County Line Road and Connector A. The County shall own operate and maintain the traffic signal installations at Northwest Avenue/Connector A, County Line Road/Connector A, and County Line Road/Ramp R1.

- 4.13 Payment to Northlake. The costs that the County is obligated to pay to Northlake is for design engineering of approximately 600 feet of roadway reconstruction along County Line Road included as part of Contract S01-A, as described in Section 3. The costs shall be reimbursed by the County to Northlake within 60 days after receipt by the County of proof of Northlake's expenditures and receipt of an invoice (actual reimbursement will be equal to actual approved expenditures).
- 4.14 Additional Work. The County shall pay for one hundred (100%) percent of the costs for any additional work associated with County infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to new storm sewer, street lighting, etc.

SECTION 5. STATE'S OBLIGATIONS

- 5.1 Utility Relocation.
- 5.1.1 The State shall issue Utility Permits, as needed, for US 20 and IL 64 which are under its jurisdiction. The State shall not incur any cost participation for utility relocation needed for the Project.
- 5.1.2 The State shall cause private utilities located on State or County right of way to be relocated at no expense to the State or County. Where a municipal or public utility has been installed 1. on right-of-way owned by the State 2. within defined limits of a route the State has accepted for maintenance responsibilities, subsequent to the date of such acceptance the municipality or public utility will bear all utility relocation or adjustment costs made necessary by construction of the Project.
- 5.2 Floodway Permit. The State shall issue a floodway permit for the Project, if needed for a designated floodway, in accordance with its floodway permit policy for federally funded projects that are processed through the Bureau of Local Roads.
- 5.3 Right-of-Way Certification. The State Bureau of Land Acquisition shall certify the Project right-of-way acquisitions prior to authorization for letting and Project advertisements following receipt of the necessary documentation from the Illinois Tollway.

- 5.4 State Owned Right-of-Way. The State shall allow the County access to State owned right-of-way or utility easements for the purposes of constructing the Project.
- 5.5 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Parties, the State shall:
- 5.5.1 Own, operate and maintain the traffic signal systems at the intersections of IL 64/Northwest Avenue, US 20/I-294 northbound on-ramp, and IL 64/Railroad Avenue.
 - 5.5.2 Own, operate and maintain Lake Street (US 20) and North Avenue (IL 64), in their entirety.
 - 5.5.3 Own, operate and maintain the four (4) detention basins located south of US 20 near I-290 and I-294 and the detention basin north of IL 64 between Connector A and Northwest Avenue.
 - 5.5.4 Own, operate and maintain roadway lighting along US 20, IL 64 and Connector B, I-290 and IL 64 interchange lighting, intersection lighting at Northwest Avenue and IL 64, and underpass lighting on the I-294 bridge over US 20 and on the US 20 bridge over IL 64.
 - 5.5.5 Own, operate and maintain the retaining walls east and west of the US 20 bridge over IL 64.
 - 5.5.6 Own, operate and maintain the US 20 bridge over IL 64 (Structure No. 015-0075), including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments.
- 5.6 Additional Work. The State shall pay for one hundred (100%) percent of the costs for any additional work associated with State infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to new storm sewer, street lighting, etc.

SECTION 6. ILLINOIS TOLLWAY'S OBLIGATIONS

- 6.1 Final Design. The Illinois Tollway will complete final design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for Contract S01-B.
- 6.2 Permits. The Illinois Tollway shall submit the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) for the Project. The Illinois Tollway will also coordinate and secure permits or approvals from the US Department of Agriculture (USDA) and Federal Aviation Administration (FAA), as required for the Project.
- 6.3 Right-of-Way. The Illinois Tollway shall be the lead agency for proposed right-of-way acquisition for the Project and all acquisitions shall follow the federal process for federally funded projects.
- 6.3.1 The Illinois Tollway shall perform all survey work and prepare all parcel plats and legal descriptions for all right-of-way (both permanent and temporary) necessary for the construction of the Project pursuant to the approved construction plans and specifications.

- 6.3.2 The Illinois Tollway shall acquire all necessary right-of-way (both permanent and temporary) as needed for the construction of the Project pursuant to the approved construction plans and specifications, at its sole expense. All right-of-way acquisitions must be certified by the State before the Project is authorized for letting and Project advertisement.
- 6.3.3 Right-of-way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right-of-way. Said costs shall be solely Illinois Tollway expenses.
- 6.3.4 Upon acquisition of lands related to those highways under State jurisdiction, the Illinois Tollway will execute the transfer of all acquired interests to the State via a quitclaim deed. All such transfers shall be upon completion of the Project.
- 6.3.5 Upon acquisition of lands related to those highways under County jurisdiction, the Illinois Tollway will execute the transfer of all acquired interests to the County via a quitclaim deed. All such transfers shall be upon completion of the Project.
- 6.3.6 The Illinois Tollway shall provide the State and the County with official correspondence regarding the current right-of-way parcel acquisition process. The correspondence shall identify appraisers, relocation agents, negotiators, plats and legal descriptions involved in the process.
- 6.3.7 The Illinois Tollway shall allow the County access to Illinois Tollway owned right-of-way or utility easements for the purposes of constructing the Project.
- 6.4 Utility Relocation.
- 6.4.1 The Illinois Tollway shall be responsible for subsurface utility engineering locate services for the Project.
- 6.4.2 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 Party rights of way which require adjustment as part of Contract S01-B. As part of its engineering responsibilities, the Illinois Tollway shall identify adjustments to the aforementioned existing utilities. The Illinois Tollway agrees to make all reasonable efforts to minimize the number and extent of utility adjustments in the design of improvements.
- 6.4.3 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 rights of way, and on proposed Illinois Tollway rights of way, at no expense to the Parties.
- 6.5 Landscaping. Any tree plantings to be included as part of the Project shall be determined in accordance with the Illinois Tollway's tree replacement policy.

- 6.6 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Parties, the Illinois Tollway shall:
- 6.6.1 Own, operate and maintain I-294 in its entirety, including Ramp R1 to the east edge of pavement of County Line Road, and associated lighting, storm sewers, intelligent transportation system equipment, and other appurtenances.
 - 6.6.2 Own, operate and maintain the retaining walls along the east and west sides of Ramp R1 to County Line Road.
- 6.7 Payment to the County. The costs that the Illinois Tollway is obligated to pay to the County for construction of the Project are described in Section 3. Project funds as further itemized in the approved contract document Summary of Quantities, shall be paid in three installments for each Contract S01-A and Contract S01-B as follows:
- 6.7.1 The first installment in the amount of 50% of the total Contract S01-A cost shall be invoiced by the County within ninety (90) days following the contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County. The first installment in the amount of 50% of the total Contract S01-B cost shall be invoiced by the County within ninety (90) days following the contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County.
 - 6.7.2 The second installment in the amount of 30% of the Contract S01-A cost shall be invoiced by the County one (1) year following the contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County. The second installment in the amount of 30% of the Contract S01-B cost shall be invoiced by the County one (1) year following the contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County.
 - 6.7.3 The final installment for Contract S01-A, the remaining balance of Illinois Tollway obligations based upon the actual quantities used and the contract unit prices as awarded shall be invoiced by the County subsequent to completion of Contract S01-A, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County. The final installment for Contract S01-B, the remaining balance of Illinois Tollway obligations based upon the actual quantities used and the contract unit prices as awarded shall be invoiced by the County subsequent to completion of Contract S01-B, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County.
 - 6.7.4 Payments to the County shall be by check payable to the Treasurer of Cook County, for deposit into the County's Motor Fuel Tax Fund (600-585 Account) and identified as Section: 16-W7331-00-RP. The check shall be delivered to the Superintendent, Cook County Department of Transportation and Highways.
- 6.8 Payment to Northlake. The costs that the Illinois Tollway is obligated to pay to Northlake is for additional drainage improvement design services associated with Contract S01-A, as described in Section 3. The costs shall be reimbursed by the Illinois

Tollway to Northlake within 60 days after receipt by the Illinois Tollway of proof of Northlake's expenditures and receipt of an invoice (actual reimbursement will be equal to actual approved expenditures).

- 6.9 Additional Work. The Illinois Tollway shall pay for one hundred (100%) percent of the costs for any additional work associated with Illinois Tollway infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to new storm sewer, lighting, etc.

SECTION 7. NORTHLAKE'S OBLIGATIONS

- 7.1 Final Design. Northlake will complete final design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for Contract S01-A.
- 7.2 Utility Relocation. Northlake 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 Party rights of way which require adjustment as part of Contract S01-A. As part of its engineering responsibilities, Northlake shall identify adjustments to the aforementioned existing utilities. Northlake agrees to make all reasonable efforts to minimize the number and extent of utility adjustments in the design of improvements.
- 7.3 Northlake Owned Right-of-Way. Northlake shall allow the County access to Northlake owned right-of-way or utility easements for the purposes of constructing the Project.
- 7.4 Coordination with the County. Northlake shall assign a representative to coordinate and monitor the Project improvements involving Northlake's facilities under construction and bring to the attention of the County's Resident Engineer any matters of concern with respect to same.
- 7.5 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County. Northlake shall not cause a condition that would unreasonably delay the Final Inspection. Northlake shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.
- 7.6 Payment to the County. Northlake is responsible for the actual costs associated with the Northlake Work to be included in Contract S01-A and is obligated to pay to the County, as described in Section 3. Northlake shall pay the County in two installments as follows:
- 7.6.1 The initial installment in the amount of 80% of the total Northlake Work cost shall be invoiced by the County within ninety (90) days following the Contract S01-A award, and Northlake shall pay the County within sixty (60) days after receipt of invoice from the County.
- 7.6.2 The final installment for the Northlake Work, the remaining balance of Northlake's obligations based upon the actual quantities used and the contract unit prices as awarded shall be invoiced by the County subsequent to completion of Contract S01-A, and Northlake shall pay the County within sixty (60) days after receipt of invoice from the County.

- 7.7 In-kind Contribution. The costs that Northlake has agreed to contribute toward EOWA funding are for final design engineering of Contract S01-A and a portion of S01-B, as described in Section 3. The Illinois Tollway will track said costs towards the local funding of EOWA that local governments benefiting from the EOWA are contributing toward.
- 7.8 Additional Work. Northlake shall pay for one hundred (100%) percent of the costs for any additional work associated with Northlake infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to new storm sewer, sanitary sewer, street lighting, etc.
- 7.9 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Parties, Northlake shall:
- 7.9.1 Own, operate and maintain Northwest Avenue north of the Connector A intersection radius of return of the proposed driveway entrance to the east, Connector B from east of the US 20 over IL 64 bridge structure to the south pavement edge of IL 64, and Railroad Avenue, in their entirety.
 - 7.9.2 Own, operate and maintain the storm sewer along Northwest Avenue and Connector B that is constructed as part of the Project.
 - 7.9.3 Own, operate and maintain the water main across Northwest Avenue at the intersection of Connector A and Northwest Avenue and along the east side of Northwest Avenue to IL 64 relocated as part of the Project.
 - 7.9.4 Maintain the sidewalk on the north side of IL 64 from Northwest Avenue to Railroad Avenue and the sidewalk along the east side of Northwest Avenue from north of IL 64 to north of the Connector A intersection.
 - 7.9.5 Own, operate and maintain the median lighting on IL 64 east of the Union Pacific Railroad tracks.
 - 7.9.6 Maintain the landscaped median along IL 64 replaced as part of the Project.
 - 7.9.7 Own, operate and maintain the improvements associated with the Northlake Work, including the new 12 inch watermain connection from IL 64 to US 20.
 - 7.9.8 Assume fifty percent (50%) financial responsibility of the maintenance and electrical energy charges for the operation of the County's traffic signal at Northwest Avenue/Connector A.
 - 7.9.9 Be responsible for 100% of the maintenance costs of the Emergency Vehicle Preemption (EVP) system on the County's traffic signal at Northwest Avenue/Connector A and acknowledge that Northlake and its respective Fire Department shall not have access to or on the County's traffic signal and the County will monitor the operational status of the EVP at no charge to Northlake and will inform Northlake should it detect fault with said EVP operations. As such, Northlake agrees to either enter into a separate agreement with

County's Electrical Maintenance Contractor to pay for repairs to Northlake's EVP; or pick up, repair and return repaired EVP equipment to County's Electrical Maintenance Contractor for removal and reinstallation of Northlake's EVP equipment on or in the County's traffic signal.

- 7.9.10 By execution of this Agreement, Northlake acknowledges that it shall not have access to or on the County's traffic signal.
- 7.9.11 Assume fifty percent (50%) percent of the electrical energy charges for the State's traffic signal at IL 64/Railroad Avenue.
- 7.9.12 Be responsible for the EVP on the State's traffic signals at IL 64/Northwest Avenue, at IL 64/Railroad Avenue, and at US 20/I-294 northbound on-ramp.
- 7.10 Additional Maintenance Provision. Northlake shall agree to defend, indemnify, and hold harmless the remaining Parties, their commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of the sidewalk and/or the acts, errors or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of Northlake, excluding any loss or damage caused by any negligence on the part of the Parties relating to the sidewalk.

SECTION 8. ELMHURST'S OBLIGATIONS

- 8.1 Elmhurst Owned Right-of-Way. Elmhurst shall allow the County access to Elmhurst owned right-of-way or utility easements for the purposes of constructing the Project.
- 8.2 Coordination with the County. Elmhurst shall assign a representative to coordinate and monitor the Project improvements involving Elmhurst's facilities under construction and bring to the attention of the County's Resident Engineer any matters of concern with respect to same.
- 8.3 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County. Elmhurst shall not cause a condition that would unreasonably delay the Final Inspection. Elmhurst shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.
- 8.4 Additional Work. Elmhurst shall pay for one hundred (100%) percent of the costs for any additional work associated with Elmhurst infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to new storm sewer, sanitary sewer, street lighting, etc.
- 8.5 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Parties, Elmhurst shall:

- 8.5.1 Own, operate and maintain the US 20 frontage road west of County Line Road, in its entirety up to the west edge of pavement along County Line Road.
- 8.5.2 Own, operate and maintain the existing storm sewer from McMaster-Carr Drive southern entrance to approximately 900 feet north under County Line Road and existing watermain from the McMaster-Carr northern most entrance south approximately 450 feet under County Line Road.
- 8.5.3 Assume thirty-three and 33/100 percent (33.33%) financial responsibility of the maintenance and electrical energy charges for the operation of the County's traffic signal at County Line Road/Connector A.
- 8.5.4 Assume twenty-five percent (25%) percent financial responsibility of the maintenance and electrical energy charges for the operation of the County's traffic signal at County Line Road/Ramp R1.
- 8.5.5 Be responsible for 100% of the maintenance costs of the Emergency Vehicle Preemption (EVP) system on the County's traffic signals at County Line Road/Connector A and at County Line Road/Ramp R1 and acknowledge that Elmhurst and its respective Fire Department shall not have access to or on the County's traffic signal and the County will monitor the operational status of the EVP at no charge to Elmhurst and will inform Elmhurst should it detect fault with said EVP operations. As such, Elmhurst agrees to either enter into a separate agreement with County's Electrical Maintenance Contractor to pay for repairs to Elmhurst's EVP; or pick up, repair and return repaired EVP equipment to County's Electrical Maintenance Contractor for removal and reinstallation of Elmhurst's EVP equipment on or in the County's traffic signal.
- 8.5.6 By execution of this Agreement, Elmhurst acknowledges that it shall not have access to or on the County's traffic signal.
- 8.6 In-kind Contribution. The costs that Elmhurst has agreed to provide toward the EOWA funding gap are for the local contribution associated with the final design engineering of Contract S01-A and a portion of S01-B, as described in Section 3. The Illinois Tollway will track said costs towards EOWA funding to which local governments benefiting from the EOWA are contributing.

SECTION 9. GENERAL PROVISIONS

- 9.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 9.2 Default. A Party shall be in default hereunder in the event of a material breach by the a Party of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the a Party has failed to cure such breach within thirty (30) days after written

notice of breach is given to Illinois Tollway, the State, Northlake or Elmhurst by the County, setting forth the nature of such breach. Failure of a Party to give written notice of breach to the another Party or Parties shall not be deemed to be a waiver of the Party's right to assert such breach at a later time. Upon default by a Party, the other Party or Parties shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the defaulting Party or Parties.

- 9.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by all five (5) Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 9.4 Binding Successors. The Parties agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 9.5 Force Majeure. None of the Parties shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 9.6 Time of the Essence. The obligations of the Parties as set forth in Sections 4-8 shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the County.
- 9.7 Access to Highways. It is understood and agreed by the Parties hereto that highway permits relative to the Project may be required of the County or the County's contractor(s) subsequent to the execution of this Agreement, to access right-of-way owned by another Party for purposes of geotechnical work, surveys and plan preparation at the locations covered by this Agreement in order to document insurance and liability requirements. The respective Party shall permit said access to the Party owned right-of-way for said work associated with the Project.
- 9.8 Permits. All Parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of the permits listed in Section 4.4 Permits herein and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.
- 9.9 Authorized Agents. The Parties and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the Project that affects the Party's infrastructure and/or right-of-way. All Parties may assign personnel to perform inspections on behalf of the respective Party of all work included in the Project that affects the Party's infrastructure and/or right-of-way, and will deliver written notices to the County Superintendent, Department of Transportation and Highways advising the County as to the identity of the individual(s) assigned to perform said inspections.
- 9.10 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County subject to the provisions of notice as required by Section 4.11 of this Agreement. The State, the Illinois

Tollway, Northlake and Elmhurst shall submit final punch list items within seven (7) calendar days prior to the Final Inspection date as determined by the County. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the Party's representative shall give immediate verbal notice to the County's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the County Superintendent, Department of Transportation and Highways. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Party shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.

- 9.11 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier, mailed via certified mail, or electronic delivery.

TO THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington, Suite 2400
Chicago, IL 60602

TO THE STATE:

Mr. John Fortmann, P.E.
Region One Engineer
Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196
Attn: Bureau of Local Roads and Streets

TO THE ILLINOIS TOLLWAY:

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

TO NORTHLAKE:

The City of Northlake
55 E. North Avenue
Northlake, IL 60164
Attn: Mayor

TO ELMHURST:

The City of Elmhurst
209 North York Street
Elmhurst, IL 60126
Attn: Mayor

- 9.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

This Agreement may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

- 9.13 Insurance. The County shall require that the Parties, their agents, officers and employees be included as additional insured parties in the General Liability Insurance that the County requires of its contractor(s) and that the Parties will be added as additional protected Parties on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

Intergovernmental Agreement
County Line Road: I-294 to North Avenue (IL 64)
Section: 16-W7331-00-RP
Federal Project No.

IN WITNESS WHEREOF, the County, the State, the Illinois Tollway, Northlake and Elmhurst have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

Toni Preckwinkle
President
Board of County Commissioners

This ____ day of _____ A.D. 2015.

ATTEST: _____
County Clerk
(SEAL)

RECOMMENDED BY:

Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Anita Alvarez, State's Attorney

Assistant State's Attorney

Intergovernmental Agreement
County Line Road: I-294 to North Avenue (IL 64)
Section: 16-W7331-00-RP
Federal Project No.

**EXECUTED BY THE ILLINOIS STATE
TOLL HIGHWAY AUTHORITY**

By: _____
Greg M. Bedalov
Executive Director

Date: _____

By: _____
Michael Colsch
Chief of Finance

Date: _____

By: _____
David A. Goldberg
General Counsel

Date: _____

Approved as to Form and Constitutionality:

Tiffany B. Schafer
Senior Assistant Attorney General
State of Illinois

DRAFT

EXECUTED BY THE STATE OF ILLINOIS, acting by and through its Department of Transportation:

By: _____ Date: _____
Randall S. Blankenhorn
Secretary

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

By: _____ Date: _____
Jim J. Ofcarcik
Interim Chief Financial Officer

By: _____ Date: _____
John Fortmann, P.E.
Deputy Director/Region One Engineer

Approved as to form,

By: _____ Date: _____
William M. Barnes
Chief Counsel

Intergovernmental Agreement
County Line Road: I-294 to North Avenue (IL 64)
Section: 16-W7331-00-RP
Federal Project No.

EXECUTED BY THE CITY OF NORTHLAKE:

THE CITY OF NORTHLAKE

By: _____
Jeffery T. Sherwin
Mayor

Date: _____

DRAFT

Intergovernmental Agreement
County Line Road: I-294 to North Avenue (IL 64)
Section: 16-W7331-00-RP
Federal Project No.

EXECUTED BY THE CITY OF ELMHURST:

THE CITY OF ELMHURST

By: _____
Steven M. Morley
Mayor

Date: _____

DRAFT

RESOLUTION NO. 21174

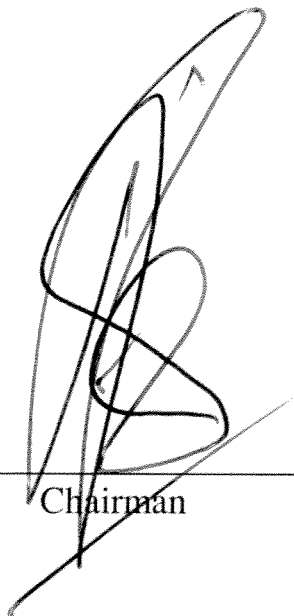
Background

The Tollway requires an Intergovernmental Agreement with the Village of Schaumburg and Schaumburg Township. This Intergovernmental Agreement establishes the specific responsibilities of each party for snow and ice removal at the eastbound and westbound frontage roads situated along Illinois Route 390 and Illinois 19 (Irving Park Road).

Resolution

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

Approved by: _____

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

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE TOWNSHIP OF SCHAUMBURG ROAD DISTRICT,
AND
THE VILLAGE OF SCHAUMBURG**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2016, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the TOWNSHIP OF SCHAUMBURG ROAD DISTRICT, a body corporate and politic of the State of Illinois, hereinafter called the "TOWNSHIP", and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

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

WHEREAS, the ILLINOIS TOLLWAY, VILLAGE, and TOWNSHIP are party to a separate Intergovernmental Agreement concerning the EOWA Project and their respective right-of-way, financial, maintenance and jurisdiction responsibilities; and

WHEREAS, the purpose of this AGREEMENT is to establish snow and ice removal responsibilities along the Illinois Route 390 frontage roads between Springinsguth Road and Wright Boulevard that vary from the roadways under the PARTIES' respective jurisdiction to ensure efficient and safe roadway operations; and

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

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

WHEREAS, the TOWNSHIP by virtue of its powers as set forth in the Township Code, 60 ILCS 1/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the ILLINOIS TOLLWAY, the TOWNSHIP and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward snow and ice removal; and

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

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

1. The PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY. The only variance to this condition is along the eastbound and westbound frontage roads east of Illinois Route 19 (Irving Park Road) where the responsibilities for snow and ice removal are shown on “Exhibit A” attached hereto and described in the subsequent sections.
2. The ILLINOIS TOLLWAY agrees to remove snow and ice from its jurisdictional roadways including Illinois Route 390 in its entirety and to remove snow and ice from the following:
 - a. The inside two-lanes of the westbound frontage road from the end of the Illinois Route 390 off-ramp to Illinois Route 19; and
 - b. The inside two-lanes of the eastbound frontage road from Illinois Route 19 to the beginning of the Illinois Route 390 entrance ramp.
3. The VILLAGE agrees to remove snow and ice from its jurisdictional roadways including but not limited to Springinsguth Road, Rodenburg Road, Wright Boulevard, the eastbound and westbound Illinois Route 390 frontage roads within the VILLAGE limits and to remove snow and ice from the following:
 - a. Removal of snow and ice from the outside lane of the eastbound frontage road from Illinois Route 19 to the beginning of the Illinois Route 390 entrance ramp; and
 - b. Indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the snow and ice removal on VILLAGE roadways to be performed under this AGREEMENT or because of any act, or omission, neglect or misconduct of the VILLAGE and its employees, officers, directors, members and agents.
4. The TOWNSHIP agrees to remove snow and ice from its jurisdictional roadways including but not limited to Long Avenue and the eastbound and westbound Illinois Route 390 frontage roads within the TOWNSHIP unincorporated limits and to remove snow and ice from the following:

- a. Removal of snow and ice from the outside two-lanes of the westbound frontage road from the end of the Illinois Route 390 off-ramp to Illinois Route 19; and
 - b. Indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the snow and ice removal on TOWNSHIP roadways to be performed under this AGREEMENT or because of any act, or omission, neglect or misconduct of the TOWNSHIP and its employees, officers, directors, members and agents.
5. The PARTIES are responsible for mowing and litter removal within their respective right-of-way.
 6. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

I. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Township of Schaumburg Road District, the Village of Schaumburg and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. 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.
- F. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- G. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- H. The failure by the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the PARTIES unless such provision is waived in writing.
- I. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Cook County, Illinois.
- J. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:
- To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer
- To the TOWNSHIP: The Township of Schaumburg Road District
1 Illinois Boulevard
Hoffman Estates, Illinois 60169
Attn: Highway Commissioner
- To the VILLAGE: The Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193
Attn: Village Manager
- K. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE TOWNSHIP OF SCHAUMBURG ROAD DISTRICT

By: _____
Scott M. Kegarise, Highway Commissioner

Attest: _____

(Please Print Name)

Date:

THE VILLAGE OF SCHAUMBURG

By: _____
Al Larson, President

Attest: _____

(Please Print Name)

Date:

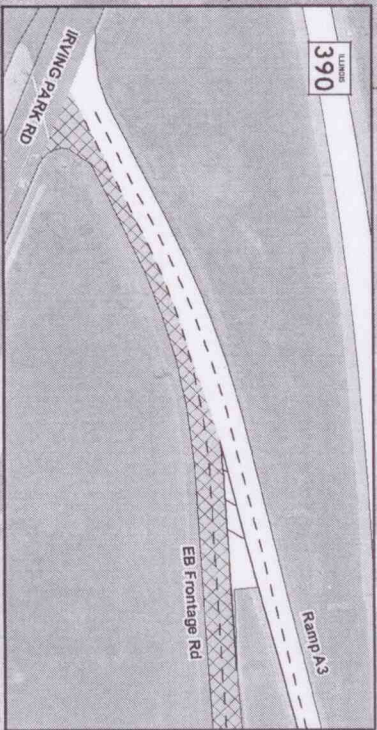
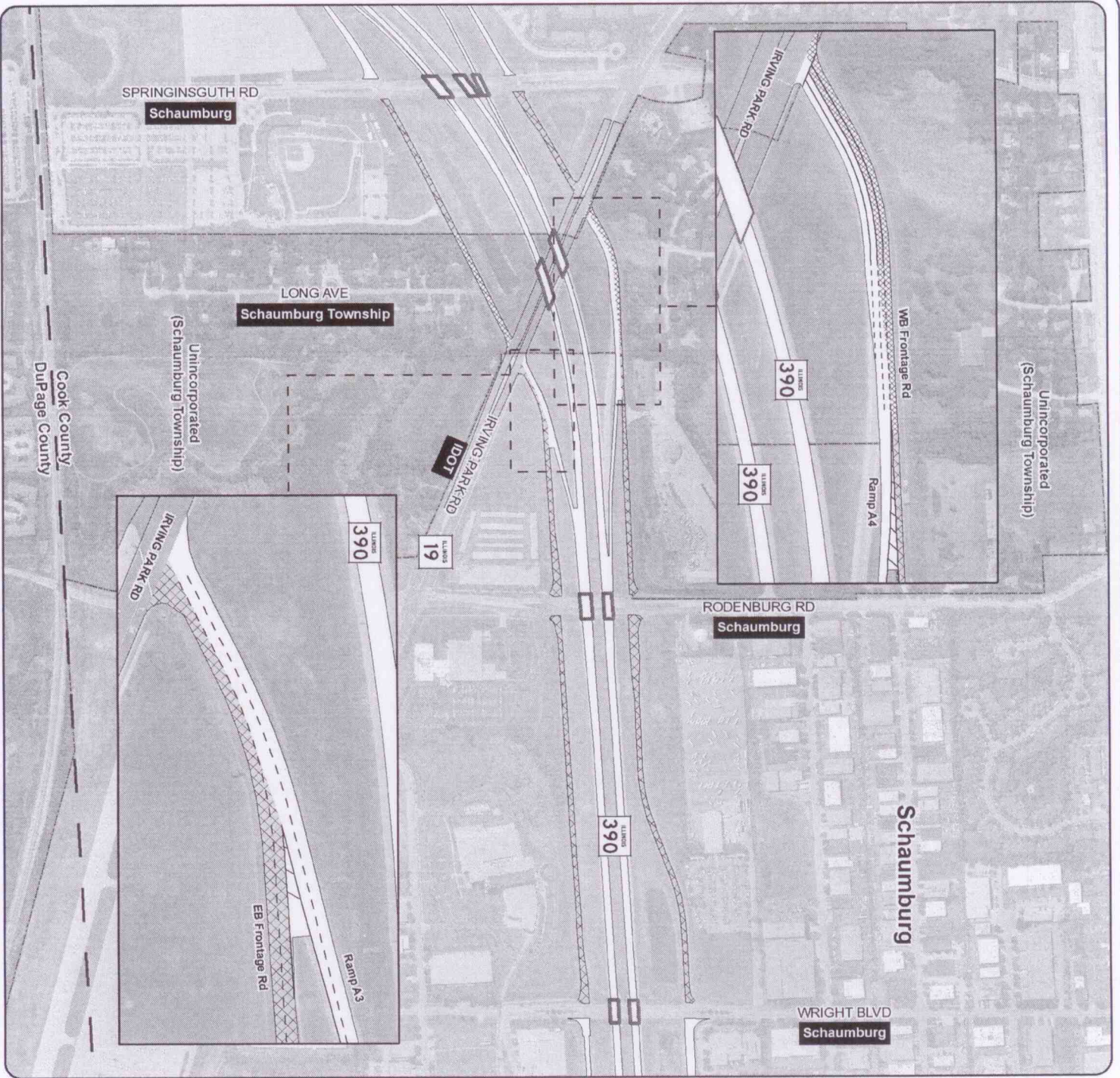
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____








Approved as to Form and Constitutionality

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



Elgin O'Hare Western Access

LEGEND

-  Village of Schaumburg
-  Snow Removal Limits
-  Schaumburg Township
-  Snow Removal Limits
-  Tollway Snow Removal
-  Tollway Bridges
-  Village of Schaumburg Boundary

STREET NAME
Jurisdiction

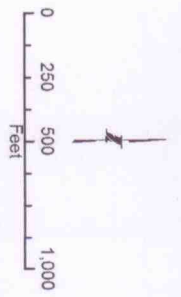
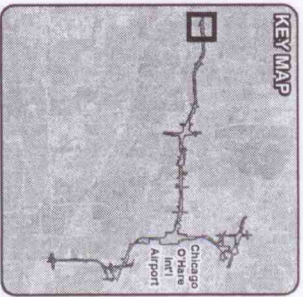


Exhibit A
Village of Schaumburg and
Schaumburg Township Maintenance/
Snow Removal Responsibilities

RESOLUTION NO. 21175

Background

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

It is necessary and desirable for the Tollway to periodically select, from that previously authorized group, firms to be utilized for financing transactions the Tollway is contemplating, including renewal of liquidity and credit facilities supporting certain Tollway variable rate bonds and mandatory tender and reoffering of certain Tollway variable rate bonds in connection with the replacement of the liquidity and credit facilities supporting those bonds, pursuant to a Resolution approved by the Board on the same date herewith, and to perform legal services in connection with such transactions and the Tollway's capital financing program.

Resolution

The General Counsel is authorized to finalize, as may be necessary, an engagement contract and retain the firm of Mayer Brown International LLP as Bond Counsel to provide the services described herein. The fee arrangement exclusive of reasonable and necessary costs for said next financing transaction is as follows:

Bond Counsel Fee: Not to exceed the following:

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

11/17/16

6.5/4

RESOLUTION NO. 21175

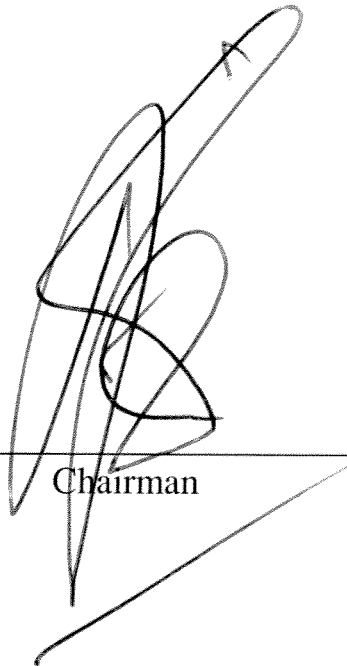
Resolution – Continued

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

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

Approved by: _____

Chairman

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around itself. Below the signature, the word "Chairman" is printed in a standard font.