

RESOLUTION NO. 20423

Background

The Illinois State Toll Highway Authority, with the approval of its Consulting Engineer, instituted a self-insured workers' compensation program effective May 1, 1988. Paragraph 715.4(1) of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority, dated March 31, 1999, requires that "each such self-insurance program shall include an actuarially sound reserve fund, if any, as recommended by the Consulting Engineers, out of which claims are to be paid and the adequacy of such funds shall be evaluated not later than 90 days after the end of each insurance year."

The Tollway has established a locally-held depository account known as the Workers Compensation Claim Reserve Fund for its workers' compensation self-insurance program, the balance of which is net of all workers' compensation claims paid through such date. The Illinois State Toll Highway Authority, and the Consulting Engineer, are recommending the approval of funding for the Workers' Compensation Insurance Claim Reserve Fund for the program year of May 1, 2014 through April 30, 2015 in the amount of \$9,092,000.00. Also recommended is a reduction of \$553,000.00 for open claims for program years prior to April 30, 2014.

Resolution

The Chief of Finance is authorized to: 1) approve deposits to (and deductions from) the Fund to establish or maintain its balance per the amounts as indicated above; and 2) approve payments of workers' compensation claims and settlements from the Fund that have been properly authorized. The Chief of Finance is further authorized to take any administrative actions consistent with the foregoing to achieve the effect of an actuarially sound workers' compensation reserve fund.

Approved by: _____



Chair

RESOLUTION NO. 20424

Background

The State Finance Act, 30 ILCS 105/6z-27, provides that the Auditor General of the State of Illinois (“Auditor General”) may bill entities for the cost, incurred on their behalf, of audits, studies, and investigations, unless specifically prohibited from doing so under trust fund provisions.

The Office of the Auditor General, in carrying out its statutory duties under the Illinois State Auditing Act, 30 ILCS 5/1-1 *et seq.*, performed an audit of the Tollway’s 2013 financial statements and notified the Tollway of its obligation to pay for such audit.

The Auditor General has determined that, pursuant to 30 ILCS 105/6z-27, the Tollway is responsible to direct the State Comptroller and State Treasurer to request the transfer reimbursement for the allocated costs to the Audit Expense Fund.

Resolution

Payment to the Auditor General of the State of Illinois to the Audit Expense Fund in the amount of \$569,400.00 incurred for the audit period ending December 31, 2013, is approved and the Chief of Finance is authorized to approve the issuance of warrants or other proper form of intra-agency reimbursement in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 20425

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Bulk Rock Salt through the Central Management Services ("CMS") master contract with Cargill Salt Division; Detroit Salt Company, Inc.; North American Salt Company; and Morton Salt, Inc. (Tollway Contract No. 13-0160). CMS has decided to renew their master contract and it is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 13-0160 by an aggregate amount of \$4,774,829.04 for the purchase of additional Bulk Rock Salt. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract and the associated increase to the upper limit of compensation of Tollway Contract No. 13-0160 for the purchase of additional Bulk Rock Salt from Cargill Salt Division; Detroit Salt Company, Inc.; North American Salt Company; and Morton Salt, Inc. is approved in an amount not to exceed \$4,774,829.04 (increase from \$4,002,143.85 to \$8,776,972.89). The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20426

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Bulk Rock Salt through the Central Management Services ("CMS") master contract with Morton Salt, Inc. (Tollway Contract No. 14-0117) for an upper limit of compensation not to exceed \$505,340.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Bulk Rock Salt from Morton Salt, Inc. (Tollway Contract No. 14-0117) is approved in an amount not to exceed \$505,340.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20427

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to immediately procure Bulk Rock Salt. This Emergency Contract provides an immediate source for Bulk Rock Salt for 13 Tollway locations which were not awarded on the new CMS Master Contract for rock salt due to no bids being received. Pursuant to Illinois Statute 30 ILCS 500/20-30 and JCAR Section 1.2030 of the Central Procurement Authority of the Chief Procurement Officer for General Services, it is necessary and in the best interest of the Tollway to immediately procure these goods and/or services by Emergency Contract No. 14-0118 from North American Salt Company (a Compass Minerals Company) for an upper limit of compensation not to exceed \$3,344,442.00.

Resolution

The emergency procurement of Bulk Rock Salt from North American Salt Company (a Compass Minerals Company) is accepted. Contract No. 14-0118 is approved in an amount not to exceed \$3,344,442.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20428

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Storage Battery Upgrades through the Central Management Services ("CMS") master contract with Storage Battery Systems, LLC (Tollway Contract No. 14-0113) for an upper limit of compensation not to exceed \$435,665.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Storage Battery Upgrades from Storage Battery Systems, LLC (Tollway Contract No. 14-0113) is approved in an amount not to exceed \$435,665.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20429

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Legislative Liaison Services (Contract No. 11-0013) from Cullen, Inc. (d.b.a. Cullen and Associates). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$80,000.00 for the purchase of additional Legislative Liaison Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 11-0013 for the purchase of additional Legislative Liaison Services from Cullen, Inc. (d.b.a. Cullen and Associates) is approved in an amount not to exceed \$80,000.00 (increase from \$280,000.00 to \$360,000.00). The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20430

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Bulk Fuel: E-10 and E-85 Gasoline, Diesel/Biodiesel, and Performance-Enhancing Additives. Pursuant to the Tollway's Invitation for Bid No. 14-0050, the Tollway has determined that Christian County Farmers Supply Co.; Conserv FS, Inc.; and G. Cooper Oil Co., Inc. are the lowest responsible bidders for Bulk Fuel for an aggregate upper limit of compensation not to exceed \$15,565,547.02.

Resolution

The bids from Christian County Farmers Supply Co.; Conserv FS, Inc.; and G. Cooper Oil Co., Inc. for the purchase of Bulk Fuel are accepted. Contract No. 14-0050 is approved in an aggregate amount not to exceed \$15,565,547.02. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20431

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring AAON HVAC Parts. Pursuant to the Tollway's Invitation for Bid No. 12-0178, the Tollway has determined that J.P. Simons & Co. is the lowest responsible bidder for AAON HVAC Parts for an upper limit of compensation not to exceed \$62,100.00.

Resolution

The bid from J.P. Simons & Co. for the purchase of AAON HVAC Parts is accepted. Contract No. 12-0178 is approved in an amount not to exceed \$62,100.00. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20432

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-13-4627 for Advance Drainage on Illinois Route 390 from Milepost 15.9 (IL 83) to Milepost 16.8 (Willow Creek South Tributary). The lowest responsible bidder on Contract No. I-13-4627 is Martam Construction, Inc. in the amount of \$4,281,308.10.

Resolution

Contract No. I-13-4627 is awarded to Martam Construction, Inc. in the amount of \$4,281,308.10, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _

Chair

RESOLUTION NO. 20433

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-5695 for a Signing Improvements on the Tri-State Tollway (I-294) from Milepost 0.0 (I-94/IL 394) to Milepost 25.00 (Hinsdale Oasis). The lowest responsible bidder on Contract No. RR-14-5695 is GFS Construction, LLC in the amount of \$3,540,600.62.

Resolution

Contract No. RR-14-5695 is awarded to GFS Construction, LLC in the amount of \$3,540,600.62, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _____

Chair

RESOLUTION NO. 20434

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-14-4180 for Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) Transmission Line Relocation on the Jane Addams Memorial Tollway (I-90) from Milepost 62.2 (Barrington Road) to Milepost 73.5 (Elmhurst Road). The lowest responsible bidder on Contract No. I-14-4180 is Benchmark Construction Co. in the amount of \$54,848,000.00.

Resolution

Contract No. I-14-4180 is awarded to Benchmark Construction Co. in the amount of \$54,848,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _____

Chair

RESOLUTION NO. 20435

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19854 approved on January 10, 2013, entered into Contract No. I-12-4075 with Plote Construction, Inc. for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90) from Milepost 41.5 (US Route 20) to Milepost 45.5 (IL Route 47). This Extra Work Order is to provide for costs associated with a second concrete plant; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$394,500.00 increasing the upper limit of compensation from \$18,174,893.17 to \$18,569,393.17 on Contract No. I-12-4075 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20436

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19852 approved on January 10, 2013, entered into Contract No. I-12-4077 with Plote Construction, Inc. for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90) from Milepost 49.7 (Union Pacific Railroad) to Milepost 53.6 (Elgin Toll Plaza). This Extra Work Order is to provide for costs associated with a second concrete plant; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$394,500.00 increasing the upper limit of compensation from \$33,173,872.52 to \$33,568,372.52 on Contract No. I-12-4077 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20437

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20031 approved on July 25, 2013, entered into Contract No. I-13-4136 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 41.5 (US 20) to Milepost 45.5 (IL 47). This Extra Work Order is to provide for reimbursement of costs associated with a truck fire requiring temporary and permanent pavement and shoulder repairs; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$430,020.00 increasing the upper limit of compensation from \$30,353,601.34 to \$30,783,621.34 on Contract No. I-13-4136 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20438

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20062 approved on August 29, 2013, entered into Contract No. I-13-4603 with Plote Construction, Inc. for Roadway Widening on the Elgin O’Hare Expressway (IL 390) from Milepost 10.1 (Roselle Road) to Milepost 11.2 (Meacham Road). This Change Order / Extra Work Order is to provide funding for upgrading the structural strength of the Single Face Concrete Barrier Wall on Illinois Route 390 to comply with the Tollway’s new design standard; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order in the amount of \$229,425.75 increasing the upper limit of compensation from \$16,332,273.83 to \$16,561,699.58 on Contract No. I-13-4603 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20439

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20121 approved on October 24, 2013, entered into Contract No. I-13-5680 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Grading, Drainage and Wall Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 74.6 (Mt. Prospect Road) to Milepost 76.4 (Lee Street). This Change Order / Extra Work Order is to remove and dispose of excess topsoil and provide additional Furnished Excavation material required to offset the removal of the excess topsoil from the new embankment.; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order in the amount of \$626,631.00 increasing the upper limit of compensation from \$28,946,199.78 to \$29,572,830.78 on Contract No. I-13-5680 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20440

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20207 approved on January 23, 2014, entered into Contract No. I-13-5686 with Plote Construction, Inc. for Retaining Wall and Noise Wall Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 56.8 (IL 25) to Milepost 59.1 (IL 59). This Change Order is to provide for additional subgrade aggregate; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order in the amount of \$351,936.00 increasing the upper limit of compensation from \$12,717,638.98 to \$13,069,574.98 on Contract No. I-13-5686 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20441

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19999 approved on June 27, 2013, entered into Contract I-13-4128 with Lorig Construction Company for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90), at Milepost 25.3 (Genoa Road over I-90) and at Milepost 37.5 (Getty Road over I-90). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$50,000.00 on Contract No. I-13-4128 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____
Chair

8/28/14

6.3/11

RESOLUTION NO. 20442

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20002 approved on June 27, 2013, entered into Contract RR-13-4130 with William Charles Construction Company, LLC for Ramp Reconstruction and Mainline Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost 17.5 (US Business 20) to Milepost 2.7 (Rockton Road). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$10,000.00 on Contract No. RR-13-4130 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

8/28/14

6.3/12

RESOLUTION NO. 20443

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20141 approved on November 21, 2013, entered into Contract No. I-13-4148 with Lorig Construction Company for Noise Abatement Wall Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 37.7 to Milepost 38.2 (Marengo-Hampshire Plaza) and from Milepost 49.1 to Milepost 49.4 (IL 72). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4148 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20444

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19751 approved on August 23, 2012, entered into Contract No. RR-12-5651 with RoadSafe Traffic Systems, Inc. for Pavement Marking, Systemwide. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-12-5651 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20445
AMENDING RESOLUTION NO. 20395

Background

Resolution 20227 amending Resolution 19882 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$160,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 20395 amended Resolution 20368 amended Resolution 20340 amended Resolution 20317 amended Resolution 20273 and Resolution 20191 and Resolution 20157 and Resolution 20130 and Resolution 20086 and Resolution 20048 and Resolution 20018 and Resolution 19986 identified parcels that may need to be acquired by condemnation. Resolution 20395 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20395 identifies added parcels and satisfies this requirement.

Resolution

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

RESOLUTION NO. 20445
AMENDING RESOLUTION NO. 20395

Resolution – Continued

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

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

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

8/28/14

6.3/14

RESOLUTION NO. 20445
AMENDING RESOLUTION NO. 20395

Resolution – Continued

Approved by: 
Chair

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

Elmhurst Road Interchange	PREVIOUSLY IDENTIFIED
<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
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014
NW-7A-12-016	08-24-304-001
NW-7A-12-018	08-26-411-008, 08-26-411-006 & 08-26-411-010
NW-7A-12-019	08-26-411-009, 08-26-411-013
NW-7A-12-021	08-26-401-038
NW-7A-12-022	08-26-401-031
NW-7A-12-023	08-26-401-030 & 08-26-401-039
NW-7A-12-034	08-26-201-030
NW-7A-12-035	08-26-201-018
NW-7A-12-036	08-26-201-024
NW-7A-12-037	08-23-402-012
NW-7A-12-038	08-23-402-014
NW-7A-12-039	08-23-402-004, 08-23-402-005, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-411-006, 08-26-411-008 & 08-26-411-010
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022

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

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

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

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 RR-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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
Parcel	PIN NUMBER/OR DESCRIPTION	County
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
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage

Elgin O'Hare Western Access		ADDED IDENTIFIED PARCELS
Parcel	PIN NUMBER/OR DESCRIPTION	County
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

RESOLUTION NO. 20446
AMENDING RESOLUTION NO. 20396

Background

Resolution 20019 amending Resolution 19985 amending Resolution 19881 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$18,400,000.00 for any and all land acquisition fees and costs needed for the Jane Addams Memorial Tollway (I-90), Project No. I-11-4007. Resolution 20396 amended Resolution 20369 amended Resolution 20318 amended Resolution 20274 and Resolution 20226 and Resolution 20192 and Resolution 20158 and Resolution 20087 and Resolution 19948 and Resolution 19904 identified parcels that may need to be acquired by condemnation. Resolution 20396 must be amended to identify and add additional parcels to provide Land Acquisition the authority to acquire all real estate interests necessary for the Jane Addams Memorial Tollway (I-90) Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20396 identifies added parcels and satisfies this requirement.

Resolution

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

RESOLUTION NO. 20446
AMENDING RESOLUTION NO. 20396

Resolution – Continued

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

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

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

8/28/14

6.3/15

RESOLUTION NO. 20446
AMENDING RESOLUTION NO. 20396

Resolution – Continued

Approved by: 
Chair

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4007- IDENTIFICATION OF PARCELS

JANE ADDAMS MEMORIAL TOLLWAY (I-90)

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

I-90 PREVIOUSLY IDENTIFIED

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

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

**I-90 PREVIOUSLY
IDENTIFIED**

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

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

I-90 PREVIOUSLY IDENTIFIED

PARCEL NUMBER	PIN NUMBER	COUNTY
	08-07-403-021	
NW-6C-13-005	08-07-402-007	Cook
NW-7A-13-004	08-22-101-010	Cook
NW-7A-13-007	08-22-401-019	Cook
NW-7A-13-008	08-26-101-003	Cook
NW-7A-13-010	08-26-204-012	Cook
	09-32-204-006	
	09-32-204-007	
	09-32-204-017	
NW-7B-13-002	09-32-204-018	
	09-32-204-019	
	09-32-204-020	
	09-32-204-008	
	09-32-204-026	Cook
	08-06-300-002	
NW-3B-13-001	08-06-400-001	
	07-01-400-004	
	07-12-200-002	Boone
NW-4D-12-002	PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY	Kane
NW-4D-12-003	That part of Airport Road - PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8	Kane
NW-6B-13-001	01-34-302-002, 01-34-302-003, 06-02-100-008, 06-02-200-015	Cook

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

I-90 PREVIOUSLY IDENTIFIED

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

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

I-90 PREVIOUSLY IDENTIFIED

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

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

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6C-13-015	07-11-100-003, 07-11-101-003	Cook
NW-6C-13-017	07-12-101-029 & that part of Meacham Road lying south of Thoreau Drive and north of I-90 Tollway	Cook
NW-6C-13-021	THAT PART OF WOODLAND DRIVE PER DOCUMENT NO. 0620145039 RECORDED JULY 20, 2006, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-4C-12-002	02-23-300-001, 02-26-100-007	Kane
NW-6A-13-001	06-06-100-010, 06-06-115-019	Cook
NW-6B-13-015	06-01-200-011	Cook
NW-6B-13-016	06-01-200-020	Cook
NW-6B-13-018	07-06-100-004, 07-06-200-007	Cook
NW-6B-13-014	07-10-200-004, 07-03-100-004, 07-04-201-011	Cook
NW-6B-13-019	01-35-400-022, 01-35-401-018	Cook

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

I-90 PREVIOUSLY IDENTIFIED

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

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

I-90 ADDED IDENTIFIED PARCELS

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6B-13-017	THAT PART OF GREENSPOINT PARKWAY IN THE EAST FRACTIONAL HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEDICATED ON THE PLAT OF GREENSPOINT OFFICE PARK ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1988 AS DOCUMENT NUMBER 88355051	Cook
NW-6C-13-018	07-12-101-005, 07-12-202-004, 07-12-203-005	Cook
NW-7B-13-003	09-33-500-005	Cook
NW-7B-13-004	09-33-500-005	Cook

RESOLUTION NO. 20447

Background

Resolution 19584 amended by Resolution 19882 and amended by Resolution 20227 established a budget for \$160,000,000.00 for land acquisition to include appraisals, legal, title work, offers, negotiations, purchases, or acquire by eminent domain for the Elgin O'Hare Western Access. Land Acquisition continues in its efforts to acquire all real estate interests, including fee titles, permanent easement, temporary easements and access control, of the parcels identified in Resolutions 19986, 20018, 20048, 20086, 20130, 20157, 20191, 20273, 20317, 20340, 20368 and 20395 as amended from time to time.

The aforementioned Resolutions establish authority for the Land Acquisition, Tollway employees, vendors and agents to acquire all needed real estate interests including but not limited to making offers, negotiating, purchasing, and settling in an amount not to exceed \$160,000,000.00.

These acquisitions are necessary and convenient to secure all needed real estate and the interests in real estate.

Resolution

In connection with Tollway Identified Parcels NW-7A-12-008 and NW-7A-12-025 located in Cook County, Illinois, The Land Acquisition Manager, Chief Engineer, Executive Director or Chief of Staff are authorized to enter into and sign the real estate contract and any other related or necessary documents for the acquisition of this Parcel consistent with the terms presented to the Board, the discussions in the executive session and as supported by the Administrative Documentation. The Chief of Finance is authorized to issue warrants for all acquisition costs including, but not limited to, agreed upon purchase price, amounts due to first lien lender or loan servicer to clear title, acquisition fees, costs, closing costs, title fees, title escrow closing including but not limited to depositing all funds necessary to close through escrow; appraisers, negotiators, surveyors, title insurers, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring Parcels NW-7A-12-008 and NW-7A-12-025, and for the payment of preliminary just

RESOLUTION NO. 20447

Resolution – Continued

compensation as well as final just compensation to the owners of said Identified Parcels NW-7A-12-008 and NW-7A-12-025, if necessary.

If Parcels NW-7A-12-008 and NW-7A-12-025 as previously identified in above noted Resolutions is not able to be closed and the contract consummated then the Tollway, is authorized and directed to retain the services of Special Assistant Attorneys General to acquire this Parcel by instituting and proceeding to acquire by eminent domain in the name of the Tollway.



Approved by: _____
Chair

RESOLUTION NO. 20448

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a general utility relocation agreement with Sidera Networks, LLC d/b/a Lighttower Fiber Networks. Sidera Networks, LLC d/b/a Lighttower Fiber Networks owns electronic communications infrastructure currently installed under and near Tollway right of way. The Utility Agreement defines the duties, responsibilities and procedures that will be followed with respect to any necessary relocation of Sidera Networks, LLC d/b/a Lighttower Fiber Networks' utilities.

Resolution

The General Counsel and Chief of Engineering are hereby authorized to negotiate a Utility Agreement with Sidera Networks, LLC d/b/a Lighttower Fiber Networks in substantially the form of the agreement attached to this Resolution, and the Chair or the Executive Director is authorized and directed to execute the Utility Agreement.

Approved by: _____



Chair

GENERAL UTILITY AGREEMENT BETWEEN

THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY
AND
SIDERA NETWORKS, LLC d/b/a LIGHTOWER FIBER NETWORKS

THIS GENERAL AGREEMENT, (hereinafter referred to as the “AGREEMENT”) is entered into this ___ day of _____, AD, 20__ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the “ILLINOIS TOLLWAY”), and SIDERA NETWORKS, LLC d/b/a LIGHTOWER FIBER NETWORKS a private limited liability company of the State of New York, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectivity referred to as “PARTIES”

W I T N E S S E T H

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

WHEREAS, The UTILITY owns, operates and maintains Electronic Communications Infrastructures, (hereinafter called the “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS”) to avoid conflict with the PROJECT; and

WHEREAS, the PARTIES desire to cooperate in the MODIFICATIONS of the FACILITIES and construction of the PROJECTS or future improvements so that inconvenience to the public and interruptions to service are minimized and construction of the PROJECTS is expedited; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-20; desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT, or future improvements; and

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

WHEREAS, Section 11 of the ACT requires utilities (as defined in the Public Utilities Act Illinois Compiled Statues, Chapter 20, Act 5, Section 10-101 currently in force: and incorporated by reference) to MODIFY FACILITIES which the ILLINOIS TOLLWAY determines interfere with a Toll Highway PROJECTS; and

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

WHEREAS, it is appropriate and in the best interest of the PARTIES that they agree on the manner in which the necessary work to MODIFY the FACILITIES shall be done, the costs incurred and credits due, the method and manner of ascertaining the costs, and credits, and making payment therefore, and the procedures for providing necessary rights-of-way for the FACILITIES which must be modified to accommodate the proposed PROJECTS; and

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

I. STATEMENT OF PURPOSE

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

II. NOTICE OF INTERFERENCE

A. The ILLINOIS TOLLWAY will from time to time give the UTILITY written "Notification of Utility Interference" (NOI), (similar in form to Exhibit "A"), whenever, in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each Notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.

B. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other supplementary information relating to the PROJECTS as soon as available in order to facilitate the design of the FACILITIES to eliminate the conflicts which may require MODIFICATIONS as part of the PROJECTS.

III. OTHER GOVERNMENTAL IMPROVEMENTS

- A.** This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as “OTHER GOVERNMENTAL IMPROVEMENTS”) may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.
- B.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.
- C.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS, are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- D.** The TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the benefit of another local government, county, governmental agency or department due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation, or maintenance of the ILLINOIS TOLLWAY.
- E.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, while they may not be subject to ILLINOIS TOLLWAY reimbursement, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of this AGREEMENT.
- F.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to OTHER GOVERNMENTAL IMPROVEMENT which is included in the

ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the TOLLWAY, shall whenever possible, be passed on to The UTILITY.

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

IV. ORDER FOR UTILITY WORK

A. Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) with the following completed documents:

1. Completed Order for Utility Work form.
2. Plan and profile detailing the work required.
3. Plan and profile for temporary facilities (if required).
4. Cost Estimate for the MODIFICATIONS; and
5. Schedule to perform the work
6. Time estimate to perform each phase of the work and time estimates for any required temporary or staged construction.
7. Percentage of reimbursement due to OTHER GOVERNMENTAL IMPROVEMENTS.

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

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

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

1. The UTILITY's Engineering Costs;
 - a. Engineering Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY's Labor Costs;
 - a. Labor Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
3. Materials and Supplies;
 - a. Estimated itemized quantities.
 - b. Estimated cost of each item.
 - c. Inventory and Handling costs.
4. Contractor Charges;
5. Motor Vehicle and Equipment Costs breakdown.
6. Estimated costs of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.
8. Estimated costs of additional right-of-way.
 9. Credit for betterment of FACILITIES.
 10. Credit for salvage.
11. The reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT

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

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

G. The UTILITY shall state, as part of the estimate, the method that will be used to perform the work (in-house company forces, independent contractor, performing maintenance or blanket contractor).

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

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

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

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

V. TOLLWAY OPTION TO PERFORM THE WORK

A. The UTILITY may include a portion or all of the MODIFICATIONS in the ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these MODIFICATIONS. The UTILITY shall notify the ILLINOIS TOLLWAY of its intent to include the work in the ILLINOIS TOLLWAY PROJECT(S) construction contract(s). The UTILITY shall submit revised cost estimates with all such portions of the work deleted and adjusted where necessary.

VI. PRE-CONSTRUCTION

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

B. The UTILITY may perform the work required by the ILLINOIS TOLLWAY

for each Utility Job Number by using its own forces or an independent outsourced contractor selected after a competitive bidding process.

- C.** The bid documents shall require the UTILITY’S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review. The ILLINOIS TOLLWAY shall review and approve all proposed contracts and contractors. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation to the ILLINOIS TOLLWAY.
- D.** The UTILITY shall advertise and receive bids, provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

VII. NOTICE TO PROCEED

- A.** The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written “Notice to Proceed” (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY. The “Notice to Proceed” shall specify a reasonable time within which the work is to be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.
- B.** The ILLINOIS TOLLWAY shall not be obligated to issue the “Notice to Proceed” until the UTILITY or its contractors have provided copies of all

documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY which shows the ILLINOIS TOLLWAY as a protected party and as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS TOLLWAY shall not be obligated to issue a "Notice to Proceed" until sufficient right-of-way has been acquired for the MODIFICATION of the FACILITIES.

VIII. SCHEDULING AND COORDINATION

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

IX. PERFORMANCE OF THE WORK

- A.** The UTILITY shall perform the work in accordance with the approved Order for Utility Work in conjunction with the approved plans and cost estimates. All work shall comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.
- B.** All work performed by the UTILITY within the ILLINOIS TOLLWAY'S right-of-way shall comply with the ILLINOIS TOLLWAY'S applicable Standard Specifications and the ILLINOIS TOLLWAY'S Policy on the

Accommodation of Utilities to the extent not inconsistent with this Agreement. Copies of any such applicable Specifications or Policies will be provided to the UTILITY by the ILLINOIS TOLLWAY upon request.

X. CHANGES IN THE WORK

- A.** The UTILITY shall give written notice to the Chief Engineer of any changes from the approved plans and cost estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.
- B.** In the event the UTILITY'S Contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its Contractor and subject to approval by the ILLINOIS TOLLWAY.
- C.** If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates used within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).
- D.** The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to disallow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if

necessary to restore or maintain service to its customers.

XI. REMOVAL OF EQUIPMENT AND SALVAGE

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

XII. RECORD DOCUMENTS

- A.** The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.
- B.** It is understood and agrees that this AGREEMENT constitutes a complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior agreements and/or anticipate subsequent agreements pertaining to RIGHT of Entry, Permits and /or Contracts for Sale which shall remain in force and be governed by these previously approved documents.

XIII. INSURANCE

- A.** The UTILITY agrees to procure and maintain, or, with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain, insurance of the kinds and amounts specified

herein, with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the certificates of insurance satisfactory to the ILLINOIS TOLLWAY, which shall provide that thirty (30) days prior written notice will be given to the ILLINOIS TOLLWAY in the event of cancellation. The ILLINOIS TOLLWAY'S failure to request certificates of insurance or insurance policies do not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.

B. The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as associated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27 and have the ILLINOIS TOLLWAY named as additionally insured.

C. In lieu of procuring and maintaining insurance as provided in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), if the UTILITY is self-insured for any of the risks for which insurance is required, must furnish the ILLINOIS TOLLWAY with evidence of its financial responsibility to undertake such self-insurance, which is reasonability satisfactory to the ILLINOIS TOLLWAY, and with CERTIFICATE of self-Insurance.

D. The UTILITY understands that the ILLINOIS TOLLWAY has not obtained Builders Risk Insurance covering loss to the property of the UTILITY on account of the work being performed by the UTILITY and its Contractors.

Nothing in this Agreement is intended to impose liability on the ILLINOIS TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

XIV. INDEMNIFICATION

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

XV. SUBMISSIONS OF COSTS AND BILLING

- A.** The ILLINOIS TOLLWAY shall reimburse the UTILITY for all

substantiated, actual and approved costs to perform the FACILITIES MODIFICATION work as per this Agreement.

B. Upon completion of the work contemplated by a Utility Job Number or of a PROJECTS including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY a bill for reimbursement, accompanied by supporting documents showing the following costs itemized as follows:

1. Construction or Removal of FACILITIES.
 - a. Engineering Costs;
 - b. Labor Costs;
 - c. Costs of Work Contracted for by the UTILITY;
 - d. Motor Vehicle and Equipment Costs; and
 - e. Material Costs.
2. General and Overhead Costs
 - a. Administrative and General;
 - b. Payroll Taxes;
 - c. Pension;
 - d. Welfare; and
 - e. Insurance
3. Credit for the salvage value of abandoned or removed Facilities
 4. Credit for any and all Betterment of Facilities
 5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.

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

D. Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support amounts charged to the State. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois

internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records. See 30 ILCS 500/20-65

XVI. PAYMENT

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

shall state the date on which the last work was performed or the last item of billed expense was incurred.

XVII. FUTURE REMOVALS OR RELOCATIONS

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

XVIII. MODIFICATIONS

- A.** This Agreement is not subject to modification except in writing, executed by the duly authorized representatives of the PARTIES.

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

XIX. TERMINATION

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

XX. GENERAL PROVISIONS

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

- B.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- C.** Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is **01-0570431** and it is doing business as a private entity, whose mailing address is 80 Central Street, Boxborough, MA 01719.
- D.** This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES hereto.
- E.** This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- F.** The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress 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: Lighttower Fiber Networks / DBA Sidera
350 North Orleans Street
Suite 620
Chicago, Illinois 60654
Attention: Joe Campos

EXHIBITS

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

Exhibit A: Notice of Utility Interference.

Exhibit B: Order for Utility Work.

Exhibit C: Notice to Proceed.

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____

Kristi Lafleur, Executive Director

ATTEST: _____ Date: _____

Secretary

SIDERA NETWORKS, LLC d/b/a LIGHTOWER FIBER NETWORKS

By: _____ Date: _____

Joe Campos

ATTEST: _____ Date: _____

Secretary

Approved as to Form and Constitutionality

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

EXHIBITS

"A" – NOTIFICATION OF UTILITY INTERFERENCE

"B" – ORDER FOR UTILITY WORK

"C" – NOTICE TO PROCEED – UTILITY WORK

EXHIBIT A

Utility Job Number

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTIFICATION OF UTILITY INTERFERENCE
_____TOLLWAY

(Utility or Municipality)

Date _____

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting of

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

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

DESIGN SECTION/CONTACT NUMBER

STATION NUMBER

MILEPOST

NO.

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

This interference has been assigned UTILITY JOB

NUMBER _____

Recommended for Notification this _____ day of _____ of 20 _____

By _____

By _____

DESIGN SECTION ENGINEER

ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

CHIEF ENGINEER

04-29-14 rev

EXHIBIT B

Utility Job Number _____

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

The _____ hereby requests authority to do such work as shown on
(Utility or Municipality)

the attached drawings and identified by Utility Job Number _____ in accordance with the
terms and conditions of the Utility Agreement dated _____, 20 _____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:

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

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

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

Total Estimated Cost: \$ _____

The estimated time to complete the work is _____ days.

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

Signature

Title

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

Design Section Engineering

Signature

Tollway Utility Section

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

Chief Engineer

04-29-14

rev

EXHIBIT C

Utility Job Number

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTICE TO PROCEED - UTILITY WORK

_____ Date _____
(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

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

Identified by Utility Job Number _____.

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

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

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

Sincerely,

Chief Engineer

Illinois State Toll Highway Authority

04-29-14 rev

RESOLUTION NO. 20449

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a general utility relocation agreement with Redspeed Illinois, LLC. Redspeed Illinois owns electronic communications infrastructure currently installed under and near Tollway right of way. The Utility Agreement defines the duties, responsibilities and procedures that will be followed with respect to any necessary relocation of Redspeed Illinois, LLC utilities.

Resolution

The General Counsel and Chief of Engineering are hereby authorized to negotiate a Utility Agreement with Redspeed Illinois, LLC in substantially the form of the agreement attached to this Resolution, and the Chair or the Executive Director is authorized and directed to execute the Utility Agreement.

Approved by: _____



Chair

GENERAL UTILITY AGREEMENT BETWEEN

THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY
AND
REDSPEED ILLINOIS, LLC

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

W I T N E S S E T H

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

WHEREAS, The UTILITY owns, operates and maintains Electronic Communications Infrastructures, (hereinafter call the “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS” or to avoid conflict with the PROJECT; and

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

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

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-19; desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT, or future improvements; and

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

WHEREAS, Section 11 of the ACT requires utilities (as defined in the Public Utilities Act Illinois Compiled Statues, Chapter 20, Act 5, Section 10-101) currently in force: and incorporated by reference to MODIFY FACILITIES which the ILLINOIS TOLLWAY determines interfere with a Toll Highway PROJECTS; and

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

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

ascertaining the costs, and credits, and making payment therefore, and the procedures for providing necessary rights-of-way for the FACILITIES which must be modified to accommodate the proposed PROJECTS; and

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

III. STATEMENT OF PURPOSE

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

IV. NOTICE OF INTERFERENCE

C. The ILLINOIS TOLLWAY will from time to time give the UTILITY written "Notification of Utility Interference" (NOI), (similar in form to Exhibit "A"), whenever, in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each Notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.

D. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other supplementary information relating to the PROJECTS as soon as available in order to facilitate the design of the FACILITIES to eliminate the conflicts which may require MODIFICATIONS as part of the PROJECTS.

III. OTHER GOVERNMENTAL IMPROVEMENTS

- H.** This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as “OTHER GOVERNMENTAL IMPROVEMENTS”) may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.
- I.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.
- J.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS, are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- K.** The TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the benefit of another local government, county, governmental agency or department due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation, or maintenance of the ILLINOIS TOLLWAY.
- L.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, while they may not be subject to ILLINOIS TOLLWAY reimbursement, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of this AGREEMENT.
- M.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to OTHER GOVERNMENTAL IMPROVEMENT which is included in the

ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the TOLLWAY, shall whenever possible, be passed on to The UTILITY.

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

XXI.

ORDER FOR UTILITY WORK

A. Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) with the following completed documents:

1. Completed Order for Utility Work form.
2. Plan and profile detailing the work required.
3. Plan and profile for temporary facilities (if required).
4. Cost Estimate for the MODIFICATIONS; and
5. Schedule to perform the work
6. Time estimate to perform each phase of the work and time estimates for any required temporary or staged construction.
7. Percentage of reimbursement due to OTHER GOVERNMENTAL IMPROVEMENTS.

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

C. The UTILITY’S submittals shall detail the locations in plan and profile of existing and proposed FACILITIES, including any temporary construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within the right-of-way to which the FACILITIES shall be relocated, taking into

consideration the costs of relocation to various proposed sites and the UTILITY'S site preferences, maintenance and access requirements.

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

1. The UTILITY's Engineering Costs;
 - a. Engineering Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY's Labor Costs;
 - a. Labor Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
3. Materials and Supplies;
 - a. Estimated itemized quantities.
 - b. Estimated cost of each item.
 - c. Inventory and Handling costs.
4. Contractor Charges;
5. Motor Vehicle and Equipment Costs breakdown.
6. Estimated costs of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.
8. Estimated costs of additional right-of-way.
 9. Credit for betterment of FACILITIES.
 10. Credit for salvage.
11. The reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT

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

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

G. The UTILITY shall state, as part of the estimate, the method that will be used to perform the work (in-house company forces, independent contractor, performing maintenance or blanket contractor).

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

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

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

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

XXII.

TOLLWAY OPTION TO PERFORM THE WORK

B. The UTILITY may include a portion or all of the MODIFICATIONS in the ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these MODIFICATIONS. The UTILITY shall notify the ILLINOIS TOLLWAY of its intent to include the work in the ILLINOIS TOLLWAY PROJECT(S) construction contract(s). The UTILITY shall submit revised cost estimates with all such portions of the work deleted and adjusted where necessary.

XXIII.**PRE-CONSTRUCTION**

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

XXIV.**NOTICE TO PROCEED**

- C.** The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written "Notice to Proceed" (similar in form to Exhibit "C"), from the

ILLINOIS TOLLWAY. The “Notice to Proceed” shall specify a reasonable time within which the work is to be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.

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

XXV. SCHEDULING AND COORDINATION

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

XXVI. PERFORMANCE OF THE WORK

- C.** The UTILITY shall perform the work in accordance with the approved

Order for Utility Work in conjunction with the approved plans and cost estimates. All work shall comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.

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

XXVII.

CHANGES IN THE WORK

- E.** The UTILITY shall give written notice to the Chief Engineer of any changes from the approved plans and cost estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.
- F.** In the event the UTILITY'S Contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its Contractor and subject to approval by the ILLINOIS TOLLWAY.
- G.** If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field

changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates used within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).

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

XXVIII. REMOVAL OF EQUIPMENT AND SALVAGE

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

XXIX. RECORD DOCUMENTS

- C.** The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.
- D.** It is understood and agrees that this AGREEMENT constitutes a complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior

agreements and/or anticipate subsequent agreements pertaining to RIGHT of Entry, Permits and /or Contracts for Sale which shall remain in force and be governed by these previously approved documents.

XXX. INSURANCE

- D.** The UTILITY agrees to procure and maintain, or, with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain, insurance of the kinds and amounts specified herein, with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the certificates of insurance satisfactory to the ILLINOIS TOLLWAY, which shall provide that thirty (30) days prior written notice will be given to the ILLINOIS TOLLWAY in the event of cancellation. The ILLINOIS TOLLWAY'S failure to request certificates of insurance or insurance policies do not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.
- E.** The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as associated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27 and have the ILLINOIS TOLLWAY named as additionally insured.
- F.** In lieu of procuring and maintaining insurance as provided in the

ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), if the UTILITY is self-insured for any of the risks for which insurance is required, must furnish the ILLINOIS TOLLWAY with evidence of its financial responsibility to undertake such self-insurance, which is reasonability satisfactory to the ILLINOIS TOLLWAY, and with CERTIFICATE of self-Insurance.

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

XXXI.

INDEMNIFICATION

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

D. To the extent allowable by law, the ILLINOIS TOLLWAY shall indemnify and save the UTILITY, its directors, officers, agents, and employees

harmless from any and all liability for loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with construction of the IMPROVEMENT by the ILLINOIS TOLLWAY or its Contractors, or from the ILLINOIS TOLLWAY'S operations on the ILLINOIS TOLLWAY'S right-of-way or from any other actions or inactions on the part of or on behalf of the ILLINOIS TOLLWAY in connection with the design, construction, reconstruction, or maintenance of the IMPROVEMENT.

XXXII.

SUBMISSIONS OF COSTS AND BILLING

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

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

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

XXXIII.

PAYMENT

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

each Utility Job Number. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information reasonably requested by the ILLINOIS TOLLWAY.

- E.** Final payment by the ILLINOIS TOLLWAY for the cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money, full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.

- F.** The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order unless prior arrangements are made to extend the time period due to unforeseen circumstances. The final invoice shall be marked "FINAL INVOICE" and shall state the date on which the last work was performed or the last item of billed expense was incurred.

XXXIV. FUTURE REMOVALS OR RELOCATIONS

- B.** 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.

XXXV. MODIFICATIONS

- C.** This Agreement is not subject to modification except in writing, executed by the duly authorized representatives of the PARTIES.

- D.** It is understood and agrees that this AGREEMENT constitutes a

complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior agreements and/or anticipate subsequent agreements pertaining to Right of Entry, Permits and /or Contracts for Sale which shall remain in force.

XXXVI. TERMINATION

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

XXXVII. GENERAL PROVISIONS

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

H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

I. Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a private entity, whose mailing address is _____.

J. This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES hereto.

K. This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.

L. The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress for

violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UTILITY unless such provision is waived in writing.

NOTICES

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

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

To: Redspeed Illinois, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attention: Jose Chavez

EXHIBITS

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

Exhibit A: Notice of Utility Interference.
Exhibit B: Order for Utility Work.
Exhibit C: Notice to Proceed.

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____

Kristi Lafleur, Executive Director

ATTEST: _____ Date: _____

Secretary

REDSPEED ILLINOIS, LLC

By: _____ Date: _____

Jose Chavez

ATTEST: _____ Date: _____

Secretary

Approved as to Form and Constitutionality

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

EXHIBITS

"A" – NOTIFICATION OF UTILITY INTERFERENCE

"B" – ORDER FOR UTILITY WORK

"C" – NOTICE TO PROCEED – UTILITY WORK

EXHIBIT A

Utility Job Number

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTIFICATION OF UTILITY INTERFERENCE

_____ TOLLWAY

Date _____

(Utility or Municipality)

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting of

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

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

on the

DESIGN SECTION/CONTACT NUMBER STATION NUMBER MILEPOST
NO.

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

This interference has been assigned UTILITY JOB
NUMBER _____

Recommended for Notification this _____ day of _____ of 20_____

By _____

By _____

DESIGN SECTION ENGINEER

ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

CHIEF ENGINEER

04-29-14 rev

EXHIBIT B

Utility Job Number _____

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

The _____ hereby requests authority to do such work as shown on
(Utility or Municipality)

the attached drawings and identified by Utility Job Number _____ in accordance with the
terms and conditions of the Utility Agreement dated _____, 20 _____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:

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

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

- 7. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ _____
- 8. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ _____
- 9. Estimated Cost of Relocating Facilities: \$ _____
- 10. Estimated Cost of Temporary Facilities: \$ _____
- 11. Estimated Cost of Additional Right-of-Way (if required): \$ _____
- 12. Estimated Credit for Used Life, Betterment, Salvage: \$ _____

Total Estimated Cost: \$ _____

The estimated time to complete the work is _____ days.

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

Signature

Title

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

Design Section Engineering

Signature

Tollway Utility Section

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

Chief Engineer

04-29-14

rev

EXHIBIT C

Utility Job Number

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTICE TO PROCEED - UTILITY WORK

_____ Date _____
(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

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

Identified by Utility Job Number _____.

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

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

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

Sincerely,

Chief Engineer

Illinois State Toll Highway Authority

04-29-14 rev

8/28/14

6.4/3

RESOLUTION NO. 20450

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a general utility relocation agreement with XO Communications. XO Communications owns electronic communications infrastructure currently installed under and near Tollway right of way. The Utility Agreement defines the duties, responsibilities and procedures that will be followed with respect to any necessary relocation of XO Communications' utilities.

Resolution

The General Counsel and Chief of Engineering are hereby authorized to negotiate a Utility Agreement with XO Communications in substantially the form of the agreement attached to this Resolution, and the Chair or the Executive Director is authorized and directed to execute the Utility Agreement.



Approved by: _____

Chair

GENERAL UTILITY AGREEMENT BETWEEN

THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY
AND
XO COMMUNICATIONS

THIS GENERAL AGREEMENT, (hereinafter referred to as the “AGREEMENT”) is entered into this ____ day of _____, AD, 20__ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the “ILLINOIS TOLLWAY”), and XO COMMUNICATIONS SERVICES, LLC, a limited liability company registered in the State of Delaware, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectively referred to as “PARTIES”

W I T N E S S E T H

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

WHEREAS, The UTILITY owns, operates and maintains ELECTRONIC COMMUNICATIONS, (hereinafter call the “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS” or to avoid conflict with the PROJECT; and

WHEREAS, the PARTIES desire to cooperate in the MODIFICATIONS of the FACILITIES and construction of the PROJECTS or future improvements so that inconvenience to the public and interruptions to service are minimized and construction of the PROJECTS is expedited; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-17; desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT, or future improvements; and

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

WHEREAS, Section 11 of the ACT requires utilities (as defined in the Public Utilities Act Illinois Compiled Statutes, Chapter 20, Act 5, Section 10-101) currently in force: and incorporated by reference to MODIFY FACILITIES which the ILLINOIS TOLLWAY determines interfere with a Toll Highway PROJECTS; and

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

WHEREAS, it is appropriate and in the best interest of the PARTIES that they agree on the manner in which the necessary work to MODIFY the FACILITIES shall be done, the costs incurred and credits due, the method and manner of ascertaining the costs, and credits, and making payment therefore, and the procedures for providing necessary rights-of-way for the FACILITIES which must be modified to accommodate the proposed PROJECTS; and

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

V. STATEMENT OF PURPOSE

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

VI. NOTICE OF INTERFERENCE

E. The ILLINOIS TOLLWAY will from time to time give the UTILITY written "Notification of Utility Interference" (NOI), (similar in form to Exhibit "A"), whenever, in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each Notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.

F. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other supplementary information relating to the PROJECTS as soon as available in order to facilitate the design of the FACILITIES to eliminate the conflicts which

may require MODIFICATIONS as part of the PROJECTS.

III. OTHER GOVERNMENTAL IMPROVEMENTS

- O.** This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as “OTHER GOVERNMENTAL IMPROVEMENTS”) may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.
- P.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.
- Q.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS, are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- R.** The TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the 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.
- S.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, while they may not be subject to ILLINOIS TOLLWAY reimbursement, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions

of this AGREEMENT.

- T.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the TOLLWAY, shall whenever possible, be passed on to The UTILITY.
- U.** The UTILITY shall specifically designate the part or percentage of the MODIFICATIONS made necessary by the PROJECT (and reduced by the proposed OTHER GOVERNMENTAL IMPROVEMENTS) for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.

XXXVIII.

ORDER FOR UTILITY WORK

A. Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) with the following completed documents:

1. Completed Order for Utility Work form.
2. Plan and profile detailing the work required.
3. Plan and profile for temporary facilities (if required).
4. Cost Estimate for the MODIFICATIONS; and
5. Schedule to perform the work
6. Time estimate to perform each phase of the work and time estimates for any required temporary or staged construction.
7. Percentage of reimbursement due to OTHER GOVERNMENTAL IMPROVEMENTS.

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

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

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

1. The UTILITY's Engineering Costs;
 - a. Engineering Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY's Labor Costs;
 - a. Labor Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
3. Materials and Supplies;
 - a. Estimated itemized quantities.
 - b. Estimated cost of each item.
 - c. Inventory and Handling costs.
4. Contractor Charges;
5. Motor Vehicle and Equipment Costs breakdown.
6. Estimated costs of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.
8. Estimated costs of additional right-of-way.
 9. Credit for betterment of FACILITIES.
 10. Credit for salvage.
11. The reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT

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

Utility Work and cost estimate shall not be deemed an approval to purchase property or property rights.

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

G. The UTILITY shall state, as part of the estimate, the method that will be used to perform the work (in-house company forces, independent contractor, performing maintenance or blanket contractor).

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

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

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

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

XXXIX.

TOLLWAY OPTION TO PERFORM THE WORK

C. The UTILITY may include a portion or all of the MODIFICATIONS in the

ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these MODIFICATIONS. The UTILITY shall notify the ILLINOIS TOLLWAY of its intent to include the work in the ILLINOIS TOLLWAY PROJECT(S) construction contract(s). The UTILITY shall submit revised cost estimates with all such portions of the work deleted and adjusted where necessary.

XL. PRE-CONSTRUCTION

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

for Utility Work.

XLI. NOTICE TO PROCEED

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

XLII. SCHEDULING AND COORDINATION

- G.** The UTILITY shall cooperate, and shall also require its contractors to cooperate, with the ILLINOIS TOLLWAY and all the contractors and subcontractors of the ILLINOIS TOLLWAY to ensure that construction of the PROJECTS progress as expeditiously as possible with minimal interference to ILLINOIS TOLLWAY operations.
- H.** The ILLINOIS TOLLWAY shall cooperate, and shall also require its contractors to cooperate, with the UTILITY and all the contractors and

subcontractors of the UTILITY to ensure that the relocation of FACILITIES shall progress as expeditiously as possible with minimal interference to any of the UTILITY'S operations.

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

XLIII.

PERFORMANCE OF THE WORK

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

XLIV. CHANGES IN THE WORK

- I. The UTILITY shall give written notice to the Chief Engineer of any changes from the approved plans and cost estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.

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

XLV.

REMOVAL OF EQUIPMENT AND SALVAGE

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

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

XLVI.

RECORD DOCUMENTS

- E.** 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.
- F.** It is understood and agrees that this AGREEMENT constitutes a complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior agreements and/or anticipate subsequent agreements pertaining to RIGHT of Entry, Permits and /or Contracts for Sale which shall remain in force and be governed by these previously approved documents.

XLVII. INSURANCE

- G.** The UTILITY agrees to procure and maintain, or, with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain, insurance of the kinds and amounts specified herein, with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the certificates of insurance satisfactory to the ILLINOIS TOLLWAY, which shall provide that thirty (30) days prior written notice will be given to the ILLINOIS TOLLWAY in the event of

cancellation. The ILLINOIS TOLLWAY'S failure to request certificates of insurance or insurance policies do not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.

H. The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as associated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27 and have the ILLINOIS TOLLWAY named as additionally insured.

I. In lieu of procuring and maintaining insurance as provided in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), if the UTILITY is self-insured for any of the risks for which insurance is required, must furnish the ILLINOIS TOLLWAY with evidence of its financial responsibility to undertake such self-insurance, which is reasonably satisfactory to the ILLINOIS TOLLWAY, and with CERTIFICATE of self-Insurance.

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

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

XLIX. SUBMISSIONS OF COSTS AND BILLING

- C.** The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated, actual and approved costs to perform the FACILITIES MODIFICATION work as per this Agreement.
- B.** Upon completion of the work contemplated by a Utility Job Number or of a PROJECTS including more than one Utility Job Number, the UTILITY shall

submit to the ILLINOIS TOLLWAY a bill for reimbursement, accompanied by supporting documents showing the following costs itemized as follows:

1. Construction or Removal of FACILITIES.
 - a. Engineering Costs;
 - b. Labor Costs;
 - c. Costs of Work Contracted for by the UTILITY;
 - d. Motor Vehicle and Equipment Costs; and
 - e. Material Costs.
2. General and Overhead Costs
 - a. Administrative and General;
 - b. Payroll Taxes;
 - c. Pension;
 - d. Welfare; and
 - e. Insurance
3. Credit for the salvage value of abandoned or removed Facilities
 4. Credit for any and all Betterment of Facilities
 5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.

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

D. Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support amounts charged to the State. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and

its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records. See 30 ILCS 500/20-65.

L. PAYMENT

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

LI. FUTURE REMOVALS OR RELOCATIONS

- C.** 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.

LII. MODIFICATIONS

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

by the duly authorized representatives of the PARTIES.

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

LIII. TERMINATION

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

LIV. GENERAL PROVISIONS

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

N. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

O. Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is 91-2019476 and it is doing business as a private entity, whose mailing address is 13865 Sunrise Valley Drive, Herndon, VA 20171.

D. This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES hereto.

E. This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.

F. The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress 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: XO Communications
Attn: Gegi Leeger, Director- Regulatory Contracts
13865 Sunrise Valley Drive
Herndon, VA 20171

With a copy to:
Randy Woods
XO Communications
810 Jorie Blvd.
Suite 200
Oak Brook, Illinois 60523
Attention: Randy Wood

EXHIBITS

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

- Exhibit A: Notice of Utility Interference.
- Exhibit B: Order for Utility Work.
- Exhibit C: Notice to Proceed.

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____

Kristi Lafleur, Executive Director

ATTEST: _____ Date: _____

Secretary

XO COMMUNICATIONS SERVICES, LLC

By: _____ Date: _____
Steve Pecorella, Executive Director

ATTEST: _____ Date: _____
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

(Utility or Municipality)

Date _____

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting of

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

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

on the

DESIGN SECTION/CONTACT NUMBER
NO.

STATION NUMBER

MILEPOST

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

This interference has been assigned UTILITY JOB

NUMBER _____

Recommended for Notification this _____ day of _____ of 20_____

By _____

By _____

DESIGN SECTION ENGINEER

ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

CHIEF ENGINEER

04-29-14 rev

EXHIBIT B

Utility Job Number _____

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

The _____ hereby requests authority to do such work as shown on
(Utility or Municipality)

the attached drawings and identified by Utility Job Number _____ in accordance with the
terms and conditions of the Utility Agreement dated _____, 20 _____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:

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

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

- 13. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ _____
- 14. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ _____
- 15. Estimated Cost of Relocating Facilities: \$ _____
- 16. Estimated Cost of Temporary Facilities: \$ _____
- 17. Estimated Cost of Additional Right-of-Way (if required): \$ _____
- 18. Estimated Credit for Used Life, Betterment, Salvage: \$ _____

Total Estimated Cost: \$ _____

The estimated time to complete the work is _____ days.

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

Signature Title

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

Design Section Engineering Signature

Tollway Utility Section

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

Chief Engineer

04-29-14

rev

EXHIBIT C

Utility Job Number

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTICE TO PROCEED - UTILITY WORK

Date _____

(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

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

Identified by Utility Job Number _____.

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

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

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

Sincerely,

Chief Engineer

Illinois State Toll Highway Authority

04-29-14 rev

RESOLUTION NO. 20451

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the City of Aurora and the Aurora Township Highway Department in connection with a bridge replacement at I-88 (Ronald Reagan Memorial Tollway) and Church Road. The Church Road Bridge will be closed to traffic during construction, and the Farnsworth Avenue Bridge will serve as a detour route to take local traffic over I-88. Because of the detour, the City of Aurora and the Aurora Township Highway Department have requested that the Tollway provide minor repairs to the Farnsworth Avenue Bridge approach slabs to improve the ride-ability during construction of the Church Road Bridge.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority, the City of Aurora, and Aurora Township Highway Department in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE CITY OF AURORA
AND
THE AURORA TOWNSHIP HIGHWAY DEPARTMENT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", THE CITY OF AURORA, a municipal corporation of the State of Illinois, hereinafter called the "CITY", and THE AURORA TOWNSHIP HIGHWAY DEPARTMENT, a body politic and corporate of the State of Illinois, hereinafter called the "TOWNSHIP", 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 Ronald Reagan Memorial Tollway (I-88) (hereinafter sometimes referred to as "Toll Highway") at Church Road, ILLINOIS TOLLWAY Bridge Number 815, and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract I-14-5693 (hereinafter referred to as the "PROJECT") by making the following improvements:

Remove the existing four-span bridge and replace the bridge with a longer two-span structure approximately 260 feet in length. The Church Road profile will be raised to provide additional vertical clearance over I-88. A widened deck will be provided that will offer 1-12 foot through traffic lane in each direction with an 8 foot shoulder on either side. The approach slabs will be removed and replaced. A closed drainage system will be installed along with wing walls, and a retaining wall along Church Road in the southeast quadrant and the superstructure will be designed to accommodate future sidewalk or bike path construction. Church Road will be improved to approximately 350 feet north and south of the bridge center pier, temporary erosion control, grading, landscaping, pavement markings, light pole relocation. The Church Road Bridge will be closed to traffic during construction and the Farnsworth Avenue Bridge will be utilized to take local traffic over I-88, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the CITY and the TOWNSHIP have requested that the ILLINOIS TOLLWAY provide minor repairs to the Farnsworth Avenue Bridge approach slabs to improve the ride ability during construction of the Church Road Bridge; and

WHEREAS, the ILLINOIS TOLLWAY has agreed to the CITY's and the TOWNSHIP's request to do minor repairs to the Farnsworth Avenue Bridge approach slabs; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- C. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- D. The CITY and the TOWNSHIP shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the CITY or the TOWNSHIP.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the CITY or the TOWNSHIP for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in any of the PARTIES

property or rights of way which the any PARTY deems necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in any PARTIES right of way.

- B. In the event, the ILLINOIS TOLLWAY identifies areas of the CITY's and/or the TOWNSHIP's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the CITY and/or the TOWNSHIP, shall upon the ILLINOIS TOLLWAY's application to the CITY's and/or the TOWNSHIP's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the CITY and/or the TOWNSHIP shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the CITY or the TOWNSHIP.

III. UTILITY RELOCATION

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

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the CITY and/or the TOWNSHIP, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the CITY and the TOWNSHIP prior to commencement of work on the PROJECT.
- C. The CITY and the TOWNSHIP, 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 CITY's and/or the TOWNSHIP's system. The CITY and the TOWNSHIP shall assign personnel to perform inspections on behalf of the CITY and/or the TOWNSHIP of all work included in the PROJECT that affects their respective system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2013, or the Canceled Items provision in the applicable version of the Illinois State Toll Highway Authority's Standard or Supplemental Specifications.

V. FINANCIAL

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

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the CITY and the TOWNSHIP.

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the CITY and/or the TOWNSHIP.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 4. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such

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

- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-88 in its entirety.
- B. The CITY agrees to maintain, or cause to maintain, Church Road north of I-88 including approach slabs, all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for the CITY at their request, in its entirety.
- C. The TOWNSHIP agrees to maintain, or cause to maintain, Church Road south of I-88 including approach slabs, all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for the CITY at their request, in its entirety. The TOWNSHIP also agrees to retain ownership

and jurisdiction of Farnsworth Avenue including the repaired approach slabs in their entirety.

- D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Church Road

Type 2 - TOWNSHIP Roadway over ILLINOIS TOLLWAY Right of Way

1. The TOWNSHIP has all maintenance responsibility as to the following:
 - a. All TOWNSHIP right of way and TOWNSHIP highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - b. The following portions of the grade elevation structure:
 - c. The wearing surface;
 - d. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - e. Drainage facilities above structural beams and girders;
 - f. All lighting except underpass;
 - g. All TOWNSHIP signals and signs;
 - h. To the extent not addressed in other intergovernmental agreements to which the TOWNSHIP is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - i. All drainage facilities carrying exclusively TOWNSHIP drainage.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the TOWNSHIP or the CITY as set forth herein, including but not limited to the following:
 - a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

- b. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - e. All underpass lighting.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and comment on the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
 - 3. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the TOWNSHIP will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the TOWNSHIP.
 - 4. In the event the TOWNSHIP must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the TOWNSHIP, shall assist in the coordination of any required lane closures on I-88 to perform such maintenance work.
- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within the PARTIES respective right of way that are not to be improved or

maintained by the construction contractor(s) pursuant to the approved plans and specifications.

- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the respective PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY.
- C. ALL 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.
- D. Nothing herein is intended to prevent or preclude any of 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.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Aurora, the Aurora Township Highway Department and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-88. The CITY shall retain jurisdiction of Church Road north of I-88 traversed or affected by I-88 and the TOWNSHIP shall retain jurisdiction of Church Road south of I-88 and of Farnsworth Avenue traversed or affected by I-88, except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the CITY's Engineer and the Highway Commissioner of the TOWNSHIP shall meet and resolve the issue. In

the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the CITY's or the TOWNSHIP's maintained highways, or a dispute concerning the plans and specifications for the CITY's or TOWNSHIP's highways, the Chief Engineer of the ILLINOIS TOLLWAY, the CITY's Engineer and the TOWNSHIP's Highway Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the CITY's and/or the TOWNSHIP's maintained highways, the decision of the City's Engineer and/or the TOWNSHIP's Highway Commissioner shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY, the CITY, or the TOWNSHIP to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY, the CITY, or the TOWNSHIP unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue

Downers Grove, Illinois 60515
Attn: Chief Engineer

To the CITY:

City of Aurora
44 East Downer Place
Aurora, Illinois 60507
Attn: City Engineer

To the TOWNSHIP:

Aurora Township
220 Butterfield Road
North Aurora, Illinois 60542
Highway Commissioner

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

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

AURORA TOWNSHIP

By: _____
John Shoemaker, Highway Commissioner

Attest: _____

(Please Print Name)

Date: _____

THE CITY OF AURORA

By: _____
Thomas J. Weisner, Mayor

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany Bohn, Assistant Attorney General, State of Illinois

JMR_IGA_Aurora_I-88 @ Church Rd.Revised072414

RESOLUTION NO. 20452

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Fox River Water Reclamation District (“District”) and the Illinois Department of Transportation (“Department”) in connection with the widening of I-90 (Jane Addams Memorial Tollway) at Route 25. Due to the proposed widening, the District’s 6” sanitary force main under I-90, which is on Tollway property by permit, is in conflict with the proposed project and the District has to extend their casing pipe which will also result in the need to reconstruct the force main up to the top of the embankment on Illinois Route 25 on Department right-of-way. The District shall construct the facilities in accordance with Permit Number NW 1964-2, and the District agrees to obtain a “Work Order” and amend its Permit Number NW 1964-2 from the Tollway for the facilities located on Tollway property, and to obtain an approved permit or amend the current permit from the Department for the facilities located on Department property. The cost to the Tollway for its portion of the relocation is estimated at \$153,699.92.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority, Fox River Water Reclamation District, and the Illinois Department of Transportation in substantially the form attached to this Resolution, the Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment of actual costs thereof.

Approved by: _____



Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
THE FOX RIVER WATER RECLAMATION DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and THE FOX RIVER WATER RECLAMATION DISTRICT, of the State of Illinois, hereinafter called the "DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, to facilitate the free flow of traffic and further the safety to the motoring public, recently approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improvements to the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), including reconstructing and widening from the John F. Kennedy Expressway to Interstate 39. The contemplated improvements are substantially included in multiple ILLINOIS TOLLWAY construction contracts including but not limited to Contract I-13-4104 (hereinafter referred to as the "PROJECT") by making the following improvements:

The pavement of I-90 will be reconstructed and widened within the limits of the Illinois Route 25 interchange to provide a fourth lane in each direction and a wider inside shoulder. The Illinois Route 25 Bridge (ILLINOIS TOLLWAY Bridge 501, DEPARTMENT Bridge 045-0042) over I-90 and the Illinois Route 25 Ramp AB Bridge (ILLINOIS TOLLWAY Bridge 503, DEPARTMENT Bridge 016-9957) over I-90 will both be reconstructed. A portion of Illinois Route 25 approximately 960 feet north of the bridge and approximately 570 feet south of the bridge will be reconstructed to accommodate the new vertical alignment of the Illinois Route 25 Bridge. The interchange ramps A, B, C, and D will be reconstructed. Retaining walls will be constructed and noise abatement walls will be installed at various locations. A new drainage system will be constructed and new roadway lighting installed. The Ramp B and Ramp D toll plazas will be relocated, and any work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, due to the proposed widening of I-90, the DISTRICT's 6" sanitary force main incased within a 16" steel casing pipe under I-90, which is on ILLINOIS TOLLWAY property by Permit Number NW 1964-2, (referred to here by reference), is in conflict with the proposed PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY has made modifications to the proposed drainage design and proposed soldier pile retaining wall located along the north side of I-90 to avoid such conflicts, however, the DISTRICT has to extend their casing pipe due to the overall

proposed widening of I-90 and this will also result the need to reconstruct the force main up to the top of the embankment on Illinois Route 25 and to reconstruct two structures (one clean out and one air release) on either side of I-90, hereinafter referred to as the DISTRICT's "FACILITIES"; and

WHEREAS, the DISTRICT shall construct the FACILITIES in accordance with Permit Number NW 1964-2; and

WHEREAS, subsequent to this AGREEMENT, the DISTRICT agrees to obtain a "Work Order" and amend its Permit Number NW 1964-2 from the ILLINOIS TOLLWAY for the FACILITIES located on ILLINOIS TOLLWAY property, and to obtain an approved permit or amend the current permit from the DEPARTMENT for the FACILITIES located on DEPARTMENT property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY, the DEPARTMENT and the DISTRICT by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the FACILITIES work included in this PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT are parties to another Intergovernmental Agreement which establishes their responsibilities for the entire PROJECT; and

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the DISTRICT by virtue of its powers as set forth in the "Sanitary District Act of 1917", Code 70 ILCS 2405 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.

- B. The DISTRICT agrees to perform preliminary and final design engineering, and prepare the final plans and specifications for the FACILITIES, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
- C. The ILLINOIS TOLLWAY and the DEPARTMENT shall review the plans and specifications for the FACILITIES presented by the DISTRICT, which impact the ILLINOIS TOLLWAY's and the DEPARTMENT's maintained highways within fifteen (15) calendar days of receipt thereof. Approval by the ILLINOIS TOLLWAY and the DEPARTMENT shall mean they agree with all specifications in the plans, including alignment and location of the FACILITIES which impact the ILLINOIS TOLLWAY's and the DEPARTMENT's maintained highways and the DISTRICT's FACILITIES. In the event of disapproval, the ILLINOIS TOLLWAY and/or the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The final approved plans and specifications for the FACILITIES shall be promptly delivered to the ILLINOIS TOLLWAY and the DEPARTMENT by the DISTRICT.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- G. The ILLINOIS TOLLWAY and the DEPARTMENT shall grant and consent to any and all permits, rights of access (ingress and egress), and temporary use to the DISTRICT for the FACILITIES, without charge to the DISTRICT. Any permit for right of access, temporary use shall not be unreasonably withheld by the ILLINOIS TOLLWAY or the DEPARTMENT.
- H. The DISTRICT shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2014, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the DEPARTMENT for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the DEPARTMENT's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the DEPARTMENT, shall upon the ILLINOIS TOLLWAY's application to the DEPARTMENT's permit form, (OPER-1045 form) together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the DEPARTMENT shall waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT.

III. UTILITY RELOCATION

- A. The DEPARTMENT agrees to make arrangements for and issue all permits for the FACILITIES and cooperate with necessary adjustments located within existing DEPARTMENT rights of way where improvements to the DISTRICT's FACILITIES are proposed by the DISTRICT to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- B. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the required adjustments to the FACILITIES located on existing ILLINOIS TOLLWAY rights of way which are outside areas of DEPARTMENT jurisdiction, where improvements to DISTRICT FACILITIES are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT.
- C. In the event that the work proposed by the DISTRICT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the DISTRICT shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- D. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the DISTRICT, the DISTRICT agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. The DISTRICT shall advertise and receive bids, obtain ILLINOIS TOLLWAY concurrence as to the amount of bids (for work to be funded wholly or partially by the ILLINOIS TOLLWAY before award), award the contract(s), provide construction engineering inspections and cause the FACILITIES to be constructed in accordance with the plans and specifications, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
- C. After award of the construction contract(s), any proposed deviations from the plans and specifications for the PROJECT and/or the FACILITIES that affect any of the PARTIES shall be submitted to the PARTIES for approval prior to commencing such work. Each PARTY shall review the proposed deviation(s) and indicate its approval or disapproval thereof in writing. If the proposed deviation(s) to the plans and specifications are not acceptable, the respective PARTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the other PARTIES for deviation(s) to the PROJECT plans and specifications and/or the DISTRICT does not receive a written response to any deviation(s) to the FACILITIES' plans and specifications within fifteen (15) calendar days after delivery to the PARTIES of the proposed deviation(s), the proposed deviation(s) shall be deemed approved by the PARTIES.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the other PARTIES, the ILLINOIS TOLLWAY and/or the DISTRICT shall provide no less than five (5) calendar days' written notice to the PARTIES prior to commencement of work on the PROJECT and/or the FACILITIES.
- E. The DISTRICT shall require that the ILLINOIS TOLLWAY and the DEPARTMENT, and their agents, officers, directors and employees be named as "additional insured" PARTIES in the General Liability Insurance and any other type of insurance coverage that the DISTRICT requires of its contractor(s) and that the ILLINOIS TOLLWAY and the DEPARTMENT be added as an additional protected PARTY on all performance bonds required of the DISTRICT's contractor(s). The above referenced insurance requirements must be incorporated into any and all contract(s), construction, maintenance, or otherwise, that might be entered into in furtherance of this AGREEMENT. In addition, the DISTRICT must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required ILLINOIS TOLLWAY and DEPARTMENT insurance coverage. The required insurance documentation shall include, but not be limited to: copies of policies, certificates of insurance and additional insured endorsements.
- F. The DISTRICT, its contractor, subcontractors or vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to

property which may arise from or in connection with the performance of the work by the DISTRICT, its contractor, vendor, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained. All coverage's must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better.

1. Scope of Insurance - Coverage shall be at least as broad as:

- a. Commercial General Liability - Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Policy coverage shall be on Insurance Service Office (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent protection).
- b. Business Automobile Liability – Covering owned hired and non-owned vehicles and includes any required uninsured and underinsured insurance coverage for all operators. Policy coverage shall be on the latest filed ISO occurrence form (or a substitute form providing equivalent protection).
- c. Workers' Compensation Insurance - As required by the Workers' Compensation Act of the State of Illinois. Contractor may use a Self-Insured plan if the plan is approved by the State of Illinois and certified by the Illinois Workers' Compensation Commission.
- d. Excess/Umbrella Liability – To apply over the limits and coverage provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying coverage is exhausted.

2. Limits of Liability – Limits of liability will be provided for the following provisions, minimum limit requirements shown may be fulfilled with those indicated or the higher limits carried by the Contractor.

- a. Commercial General Liability – Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of work.
- b. Business Automobile Liability: Limit liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage per accident.
- c. Worker's Compensation.

3. Statutory Limits.

- a. Employers Liability of \$1,000,000 per accident, per disease, including voluntary compensation and where applicable, United States Longshoreman and Harbor Workers.
 - b. Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2) and (30 above, not less than \$5,000,000 per occurrence and annual aggregate per project will be maintained by the Contractor.
 - c. Worker’s Compensation and Employers Liability: Statutory Limits with Employers Liability limit of \$500,000 per occurrence.
 - d. The ILLINOIS TOLLWAY shall be named “Additional Insured” for the commercial general liability and automobile liability coverage. This coverage shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess.
 - e. All deductibles or self-insured retentions must be declared and any self-insured retention in excess of \$50,000 must be approved and accepted by the ILLINOIS TOLLWAY. Evidence of insurance shall be provided for review by the ILLINOIS TOLLWAY and shall include originals of the applicable “additional insured” endorsements for approval of the ILLINOIS TOLLWAY. Any failure by the ILLINOIS TOLLWAY to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.
- G. The ILLINOIS TOLLWAY and the DEPARTMENT, 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 FACILITIES work that affects the ILLINOIS TOLLWAY’s and the DEPARTMENT’s maintained highways. The ILLINOIS TOLLWAY and the DEPARTMENT shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY and the DEPARTMENT of all work included in the FACILITIES that affects the ILLINOIS TOLLWAY’s and the DEPARTMENT’s maintained highways, and will deliver written notices to the Technical Services Director of the DISTRICT advising the DISTRICT as to the identity of the individual(s) assigned to perform said inspections.
- H. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. The ILLINOIS TOLLWAY agrees to reimburse the DISTRICT for construction costs incurred by the DISTRICT in relocating a portion of its FACILITIES onto DEPARTMENT property to reconstruct the force main up to the top of the embankment on Illinois Route 25.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to relocate the FACILITIES in accordance to the actual bids is \$288,041.00 for construction and \$71,086.00 for engineering, for a total estimated cost of \$359,127.00. It is further agreed by the PARTIES hereto that the cost to the ILLINOIS TOLLWAY for its portion of the FACILITIES relocation necessitated by the PROJECT is estimated at \$123,276.92 for construction costs and \$30,423.00 for engineering cost for a total estimated cost of \$153,699.92 based upon actual bid prices.
- D. The ILLINOIS TOLLWAY agrees that upon award of the contract for the FACILITIES relocation and receipt of an invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said DISTRICT the remainder of its obligation in a lump sum, upon completion of the FACILITIES relocation, based on final costs.
- E. Any PARTY may request, after the construction contract(s) for the PROJECT are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT and/or the DISTRICT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility

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

1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- E. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Illinois Route 25 within the PROJECT limits in its entirety. The PARTIES maintenance responsibilities are further detailed in the Intergovernmental Agreement executed on December 21, 1960.
- B. The DISTRICT agrees to maintain, or cause to maintain, its' FACILITIES in accordance with the ILLINOIS TOLLWAY's amended permit and the approved permit or amended permit from the DEPARTMENT for the FACILITIES located on ILLINOIS TOLLWAY property and on DEPARTMENT property respectively, and to abide by all conditions set forth therein, in its entirety.
- C. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

- D. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTIES shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of another PARTY under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, the DISTRICT shall continue to maintain all portions of the FACILITIES within the DEPARTMENT's and the ILLINOIS TOLLWAY's right of way that are not to be improved by the construction contractor(s), and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Fox River Water Reclamation District, the Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The DEPARTMENT shall retain jurisdiction of Illinois Route 25 traversed or affected by I-90, and the DISTRICT shall retain jurisdiction and ownership of the FACILITIES located within I-90 right of way and within Illinois Route 25 right of way. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.

- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer and the Executive Director of the DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the FACILITIES, or a dispute concerning the plans and specifications for the FACILITIES, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer and the Executive Director of the DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the FACILITIES, the decision of the Executive Director of the DISTRICT shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- J. Under penalties of perjury, the DISTRICT certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Fox River Water Reclamation District, P.O. Box 328, Elgin, Illinois 60121-0328.
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

THE FOX RIVER WATER RECLAMATION DISTRICT

By: _____
Robert Trueblood, Executive Director
Date: _____

Attest: _____
Judie Seyller, Office Manager

THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Attest: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 20453

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 the next financing transactions the Tollway is contemplating, namely, a potential refunding of certain of its bonds pursuant to a plan to be approved by the Board, or issuance of new bonds as part of its previously approved Move Illinois capital program, and to perform legal services in connection with such transactions and the Tollway's capital financing program.

Resolution

The General Counsel is authorized to retain the firm of Chapman and Cutler, LLP as Bond Counsel, and the firm of Polsinelli, PC as Issuer's Counsel to provide the services described herein on the next Tollway financing transaction. Further, the Tollway is authorized to make the recommendation of the firm Quarles and Brady, LLP to serve as underwriters Counsel in such transaction.

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

Bond Counsel Fee: Not to exceed the following:

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

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


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

RESOLUTION NO. 20453

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 Chair, 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: 
Chair

RESOLUTION NO. 20454

Background

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

Resolution

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



Approved by: _____
Chair

RESOLUTION NO. 20455

Background

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

Resolution

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



Approved by: _____
Chair

RESOLUTION NO. 20456

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a personal injury case (No. 2012 L 009637, Circuit Court Cook County) with Plaintiff, Rosa Martinez, and her attorney in the amount as discussed in Executive Session. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Rosa Martinez’s lawsuit is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chair or the Executive Director is authorized to execute the final settlement agreement, the General Counsel is authorized to execute any and all other documents necessary to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair