

RESOLUTION NO. 22422

Background

Michael Wayne, Business Systems Project Manager, has achieved the admirable and unsurpassed milestone of fifty years of service to The Illinois State Toll Highway Authority (“Tollway”), serving from April 20, 1972 through April 20, 2022.

With Mr. Wayne’s leadership, the Tollway has developed and implemented the nation’s premier tolling system, deployed I-PASS technology and electronic tolling across our roadways, advanced innovations that promote enhanced customer service and collaboration with national tolling partners, maintained the safety and efficiency of the Tollway system and furthered preservation of the Tollway system and improvements to the regional transportation network.

Mr. Wayne’s dedication and hard work will enable the Tollway to continue to provide the people of the State of Illinois and the motoring public with a safe, modern and efficient toll highway system, and the Tollway and the State of Illinois will benefit for years to come from his contributions.

Resolution

As a sign of respect, appreciation and esteem, and on behalf of all Tollway employees, the Board of Directors of The Illinois State Toll Highway Authority express their sincere gratitude to Mike Wayne for his valuable contributions to the Tollway and present him with this Resolution, which will be recorded in the Minutes of The Illinois State Toll Highway Authority.

Approved: 
Chair

RESOLUTION NO. 22423

Background

It is necessary and desirable for The Illinois State Toll Highway Authority (“Tollway”) to retain one or more firms to provide financial advisory services to the Tollway in connection with debt issuance to finance or refinance a portion of the Tollway’s *Move Illinois* Program or other Tollway capital projects, management of outstanding Tollway indebtedness, and other Tollway financing initiatives or financial analyses. The Tollway issued Request for Proposal #20-0182R / Municipal Advisor Services (“RFP”) to solicit such services for an initial term of three years with renewal options of up to two years.

Proposals received pursuant to the RFP were: (a) reviewed by the Procurement Department for administrative compliance and vendor responsibility; (b) evaluated by an evaluation committee for responsiveness (as defined in the RFP); and (c) scored, in accordance with the RFP, for Responsiveness, BEP compliance and price. Pursuant to such review and evaluation and in accordance with the RFP, PFM Financial Advisors LLC (“PFM”) was determined to be the best qualified offeror and recommended for award.

Resolution

The selection of PFM to provide services requested by the RFP is approved in an amount not to exceed \$590,000 for an initial three-year term and an amount not to exceed \$195,000 for a possible two-year renewal term, in both cases subject to a per-debt-issuance rate not to exceed \$0.20 per \$1,000 par amount and a \$50,000 minimum per debt issuance and \$75,000 maximum per debt issuance. The Chair and Executive Director of the Tollway are authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:  _____

Chair

RESOLUTION NO. 22424

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Citrix NetScaler Hardware, Software, and Services. Pursuant to Tollway Invitation for Bid No. 21-0221, the Tollway determined that CDW Government LLC is the lowest responsive and responsible bidder for Citrix NetScaler Hardware, Software, and Services for an upper limit of compensation not to exceed \$1,634,392.00.

Resolution

The bid from CDW Government LLC for the Tollway’s purchase of Citrix NetScaler Hardware, Software, and Services is accepted. Contract No. 21-0221 is approved in an amount not to exceed \$1,634,392.00. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22425

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring a Cisco Network Equipment Refresh through the Illinois Department of Innovation & Technology (“DoIT”) master contract with Presidio Networked Solutions Group, LLC, Tollway Contract No. 22-0052, for an upper limit of compensation not to exceed \$1,486,297.78. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the DoIT master contract for the purchase of a Cisco Network Equipment Refresh from Presidio Networked Solutions Group, LLC is approved in an amount not to exceed \$1,486,297.78. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

04/26/22

6.2/3

RESOLUTION NO.

DEFERRED

RESOLUTION NO. 22426

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Case Off-Road Equipment Repairs, Parts, and Services. Pursuant to Tollway Invitation for Bid No. 21-0117, the Tollway determined that McCann Industries, Inc. is the lowest responsive and responsible bidder for Case Off-Road Equipment Repairs, Parts, and Services for an upper limit of compensation not to exceed \$110,710.00 for an initial two-year term and an amount not to exceed \$116,562.00 for a possible two-year renewal term.

Resolution

The bid from McCann Industries, Inc. for the purchase of Case Off-Road Equipment Repairs, Parts, and Services is accepted. Contract No. 21-0117 is approved in an amount not to exceed \$110,710.00 for an initial two-year term and an amount not to exceed \$116,562.00 for a possible two-year renewal term. The Chair and Chief Executive Officer of the Tollway or the Tollway’s Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22427

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Freightliner Truck Repairs, Parts, and Services. Pursuant to Tollway Invitation for Bid No. 21-0112RR, the Tollway determined that Patson, Inc. (d.b.a. TransChicago Truck Group) is the lowest responsive and responsible bidder for Freightliner Truck Repairs, Parts, and Services for an upper limit of compensation not to exceed \$223,800.00 for an initial five-year term and an amount not to exceed \$89,520.00 for a possible two-year renewal term.

Resolution

The bid from Patson, Inc. (d.b.a. TransChicago Truck Group) for the purchase of Freightliner Truck Repairs, Parts, and Services is accepted. Contract No. 21-0112RR is approved in an amount not to exceed \$223,800.00 for an initial five-year term and an amount not to exceed \$89,520.00 for a possible two-year renewal term. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22428

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Light-Duty Trucks. Pursuant to the Tollway Invitation for Bid No. 21-0099, the Tollway determined that Morrow Brothers Ford, Inc. is the lowest responsive and responsible bidder for Light-Duty Trucks for an upper limit of compensation not to exceed \$4,141,336.50.

Resolution

The bid from Morrow Brothers Ford, Inc. for the purchase of Light-Duty Trucks is accepted. Contract No. 21-0099 is approved in an amount not to exceed \$4,141,336.50. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22429

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Medium-Duty Trucks. Pursuant to Tollway Invitation for Bid No. 21-0098, the Tollway determined that Power Equipment Leasing Company and Morrow Brothers Ford, Inc. are the lowest responsive and responsible bidders for Medium-Duty Trucks for an aggregate upper limit of compensation not to exceed \$3,456,768.00.

Resolution

The bids from Power Equipment Leasing Company and Morrow Brothers Ford, Inc. for the purchase of Medium-Duty Trucks are accepted. Contract No. 21-0098 is approved in an aggregate amount not to exceed \$3,456,768.00. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22430

Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Off-Site Storage Services from GRM Information Management Services of Chicago, LLC (“Contract No. 13-0069”). It is in the best interest of the Tollway to purchase additional Off-Site Storage Services from GRM Information Management Services of Chicago, LLC by amending Contract 13-0069 and increasing the upper limit of compensation by an amount not to exceed \$50,000.00.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 13-0069 for the purchase of additional Off-Site Storage Services from GRM Information Management Services of Chicago, LLC is approved in an amount not to exceed \$50,000.00, increasing the upper limit of compensation from \$166,366.15 to \$216,366.15. The Chair and Chief Executive Officer of the Tollway or the Tollway’s Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22431

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4820 for Bridge Rehabilitation on the Tri-State Tollway (I-294) at Mile Post 23.75 (I-294/I-55 Ramp AB over Sewage Disposal Road). The lowest responsive and responsible bidder on Contract No. I-21-4820 is Foundation Mechanics, LLC in the amount of \$868,639.53.

Resolution

Contract No. I-21-4820 is awarded to is Foundation Mechanics, LLC in the amount of \$868,639.53, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chair

RESOLUTION NO. 22432

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4830 for Grading and Drainage Improvements on the Tri-State Tollway (I-294) between Mile Post 5.0 (167th Street) and Mile Post 6.0 (159th Street). The lowest responsive and responsible bidder on Contract No. I-21-4830 is Schwartz Excavating, Inc. in the amount of \$757,813.22.

Resolution

Contract No. I-21-4830 is awarded to Schwartz Excavating, Inc. in the amount of \$757,813.22, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chair

RESOLUTION NO. 22433

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4814 for Noise Abatement Wall Fabrication and Noise Abatement Wall Replacement at Plaza 35 (Cermak Road) on the Tri-State Tollway (I-294) between Mile Post 30.0 and Mile Post 31.6. The lowest responsive and responsible bidder on Contract No. I-21-4814 is Lorig Construction Company in the amount of \$3,976,657.60.

Resolution

Contract No. I-21-4814 is awarded to Lorig Construction Company in the amount of \$3,976,657.60, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chair

RESOLUTION NO. 22434

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-9257R for Heating, Ventilation and Air Conditioning (HVAC) Traffic Operations Center and Dispatch Center Renovation on the Veterans Memorial Tollway (I-355) at Mile Post 19.8 (Central Administration Building). The lowest responsive and responsible bidder on Contract No RR-21-9257R is Craft Mechanical, LLC in the amount of \$1,488,000.00.

Resolution

Contract No. RR-21-9257R is awarded to Craft Mechanical, LLC in the amount of \$1,488,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chair

RESOLUTION NO. 22435

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-9258R for Electrical/Information Technology Traffic Center and Dispatch Center Renovation on the Veterans Memorial Tollway (I-355) at Mile Post 19.8 (Central Administration Building). The lowest responsive and responsible bidder on Contract No. RR-21-9258R is Engineered Services, Inc. d/b/a Powerlink Electric in the amount of \$8,171,037.00.

Resolution

Contract No. RR-21-9258R is awarded to Engineered Services, Inc. d/b/a Powerlink Electric in the amount of \$8,171,037.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chair

RESOLUTION NO. 22436

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4818 for Watermain Cathodic Protection Installation on the Jane Addams Memorial Tollway (I-90) between Mile Post 59.0 (IL 53) and Mile Post 73.5 (IL 83). The lowest responsive and responsible bidder on Contract No. I-21-4818 is Foundation Mechanics, LLC in the amount of \$1,285,150.00.

Resolution

Contract No. I-21-4818 is awarded to Foundation Mechanics, LLC in the amount of \$1,285,150.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: 
Chair

RESOLUTION NO. 22437

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 22133 dated November 19, 2020, entered into Contract No. I-20-4518 with Walsh Construction Company II, LLC for Roadway Reconstruction and Widening on the Tri-State Tollway (I-294) between Mile Post 19.3 (Plaza 39) and Mile Post 22.3 (75th Street). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-20-4518 by an amount not to exceed \$465,840.00 to increase the quantity of pavement removal to include the removal of temporary pavement. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order, increasing the upper limit of compensation on Contract No. I-20-4518 in an amount not to exceed \$465,840.00.

Resolution

A Change Order in the amount of \$465,840.00 and a commensurate increase in the upper limit of compensation on Contract No. I-20-4518, increasing the upper limit of compensation from \$72,872,285.41 to \$73,338,125.41, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.



Approved by: _____
Chair

RESOLUTION NO. 22438

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21783 dated April 18, 2019, entered into Contract No. I-18-4430 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway & Bridge Reconstruction on the Tri-State Tollway (I-294) from Mile Post 20.7 to Mile Post 22.3 (Mile Long Bridge). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-18-4430 in an amount not to exceed \$450,000.00 to provide for additional costs for drilled shaft rebar installation associated with reconstruction of the Tri-State Tollway (I-294) Mile Long Bridge. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order / Extra Work Order increasing the upper limit of compensation on Contract No. I-18-4430 in an amount not to exceed \$450,000.00.

Resolution

A Change Order / Extra Work Order in the amount of \$450,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-18-4430, increasing the upper limit of compensation from \$188,035,668.24 to \$188,485,668.24, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22439

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21893 dated October 17, 2019, entered into Contract No. I-17-4673 with Plote Construction, Inc. for Roadway Construction on the Elgin O’Hare Western Access Tollway (I-490) from Irving Park Road (Illinois Route 19) to Illinois Route 390 Tollway. It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-17-4673 by an amount not to exceed \$1,861,462.44 to provide for schedule recovery in the form of premium time for extended shifts and weekend work and for additional costs due to a delayed start. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order / Extra Work Order increasing the upper limit of compensation on Contract No. I-17-4673 in an amount not to exceed \$1,861,462.44.

Resolution

A Change Order / Extra Work Order in the amount of \$1,861,462.44 and a commensurate increase in the upper limit of compensation on Contract No. I-17-4673, increasing the upper limit of compensation from \$33,685,075.39 to \$35,546,537.83, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 22440

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract No. I-21-4744 on the Elgin O’Hare Western Access Tollway (I-490), Railroad Bridge Construction Union Pacific Railroad over Grand Avenue. STV, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,122,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer is authorized to negotiate an agreement with STV, Inc. to obtain Construction Management Services on Contract No. I-21-4744 with an upper limit of compensation not to exceed \$3,122,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 22441

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services upon Request on Contract No. I-21-4828 on the Tri-State Tollway (I-294). exp U S Services, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$5,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer is authorized to negotiate an agreement with exp U S Services, Inc. to obtain Design Services upon Request on Contract No. I-21-4828 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22442

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21396 dated October 26, 2017, entered into an agreement with TranSystems Corporation/Hanson Professional Services, Inc. on Contract No. I-17-4298 for Design Services on the Tri-State Tollway (I-294) from Mile Post 24.1 (I-55 Ramps) to Mile Post 27.8 (Ogden Avenue).

Per Tollway request, TranSystems Corporation/Hanson Professional Services, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4298 in an amount not to exceed \$410,000.00, increasing the upper limit of compensation on Contract No. I-17-4298 from \$27,152,500.00 to \$27,562,500.00. It is necessary and in the best interest of the Tollway to accept TranSystems Corporation/Hanson Professional Services, Inc.’s proposal.

Resolution

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with TranSystems Corporation/Hanson Professional Services, Inc., consistent with the aforementioned proposal, to increase the upper limit of compensation on Contract No. I-17-4298 by \$410,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22443

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21399 dated October 26, 2017, entered into an agreement with Gandhi & Associates, Inc. on Contract No. I-17-4308 for Design Services on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, Gandhi & Associates, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4308 in an amount not to exceed \$500,000.00, increasing the upper limit of compensation on Contract No. I-17-4308 from \$6,889,000.00 to \$7,389,000.00. It is necessary and in the best interest of the Tollway to accept Gandhi & Associates, Inc.’s proposal.

Resolution

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with Gandhi & Associates, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-17-4308 by \$500,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22444

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21397 dated October 26, 2017, entered into an agreement with Jacobs Engineering Group, Inc. on Contract No. I-17-4300 for Design Services on the Tri-State Tollway (I-294) from Mile Post 30.5 (Roosevelt Road) to Mile Post 32.3 (St. Charles Road).

Per Tollway request, Jacobs Engineering Group, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4300 in an amount not to exceed \$2,800,000.00, increasing the upper limit of compensation on Contract No. I-17-4300 from \$44,141,000.00 to \$46,941,000.00. It is necessary and in the best interest of the Tollway to accept Jacobs Engineering Group, Inc.’s proposal.

Resolution

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with Jacobs Engineering Group, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-17-4300 by \$2,800,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22445

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21241 dated March 23, 2017, entered into an agreement with AECOM Technical Services, Inc. on Contract No. RR-16-4265 for Design Corridor Management and Design Services on the Tri-State Tollway (I-294).

Per Tollway request, AECOM Technical Services, Inc. submitted a proposal to provide Supplemental Design Corridor Management Services and Design Services for Contract No. RR-16-4265 in an amount not to exceed \$2,950,000.00, increasing the upper limit of compensation on Contract No. RR-16-4265 from \$84,062,076.00 to \$87,012,076.00. It is necessary and in the best interest of the Tollway to accept AECOM Technical Services, Inc.’s proposal.

Resolution

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with AECOM Technical Services, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. RR-16-4265 by \$2,950,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22446

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring aluminum extrusions. Pursuant to the Tollway Invitation for Bid No. 21-0194, the Tollway determined that MDSolutions Inc. is the lowest responsive and responsible bidder for aluminum extrusions for an upper limit of compensation not to exceed \$490,255.15.

Resolution

The bid from MDSolutions Inc. for the purchase of aluminum extrusions is accepted. Contract No. 21-0194 is approved in an amount not to exceed \$490,255.15. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22447

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring LED luminaires and components. Pursuant to Tollway Invitation for Bid No. 21-0054RR, the Tollway determined that Production Distribution Companies, Inc. is the lowest responsive and responsible bidder for LED luminaires and components for an upper limit of compensation not to exceed \$157,013.90 for an initial two-year term and an amount not to exceed \$168,839.15 for a possible two-year renewal term.

Resolution

The bid from Production Distribution Companies, Inc. for the purchase of LED luminaires and components is accepted. Contract No. 21-0054RR is approved in an amount not to exceed \$157,013.90 for an initial two-year term and an amount not to exceed \$168,839.15 for a possible two-year renewal term. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22448

Background


The Illinois State Toll Highway Authority (“Tollway”) owns Parcels T-1C-652.EX, T-1C-653.EX, T-1C-654.EX, T-1C-655.EX, T-1C-656.EX, T-1C-657.EX, T-1C-658.EX, T-1C-659.EX, T-1C-660.EX and T-1C-661.EX. (“Parcels”), located north of 159th Street and west of I-294 in Markham, IL, Cook County.

The Parcels are not needed in connection with the maintenance and operation of the Tollway and will not in the future be needed for any foreseeable improvement to the Tollway system. The Excess Property Committee has declared Parcels T-1C-652.EX, T-1C-653.EX, T-1C-654.EX, T-1C-655.EX, T-1C-656.EX, T-1C-657.EX, T-1C-658.EX, T-1C-659.EX, T-1C-660.EX and T-1C-661.EX as excess to the Tollway’s needs.

The Parcels were appraised by an Illinois Licensed General Appraiser in the amount of \$175,000.00. It is in the best interest of the Tollway to sell the Parcels for the appraised value to the City of Markham.

Resolution

The sale of Parcels T-1C-652.EX, T-1C-653.EX, T-1C-654.EX, T-1C-655.EX, T-1C-656.EX, T-1C-657.EX, T-1C-658.EX, T-1C-659.EX, T-1C-660.EX and T-1C-661.EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the General Counsel are authorized to prepare such documents as are necessary to convey the Parcels, and any improvements located thereon, to the City of Markham. The Chair and Chief Executive Officer of the Tollway or the Executive Director is authorized to execute any and all documents necessary to transfer said property

Approved by: 
Chair

04/26/22

6.5/1

RESOLUTION NO.

DEFERRED

RESOLUTION NO. 22449

Background

On August 1, 2014, The Illinois State Toll Highway Authority (“Tollway”) and Pace entered into an Intergovernmental Agreement (“IGA”) that identifies each party’s responsibilities for the construction of Park-n-Ride facilities to be built on Tollway property along I-90 at the Randall Road, Illinois Route 25 and Barrington Road interchanges. On August 18, 2017, the parties amended the IGA to identify each party’s participation and responsibilities for the construction of a pedestrian bridge spanning I-90 at the Barrington Road interchange. This second addendum identifies ownership and maintenance responsibilities relative to the pedestrian bridge that were previously unknown or unforeseen and establishes the Tollway’s cost responsibility of \$386,815 for work Pace performed at the Illinois Route 25 Park-n-Ride facility. The Tollway’s final invoice for the pedestrian bridge construction will be reduced by said amount.

It is in the best interest of the Tollway to amend the IGA to memorialize the parties’ understandings as stated above.

Resolution

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

Approved by: 
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
PACE SUBURBAN BUS**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 1st day of AUGUST AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and PACE SUBURBAN BUS, a suburban bus division of the Regional Transportation Authority of the State of Illinois, hereinafter called "PACE", 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 Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s), (hereinafter referred to as the "PROJECT"); and

WHEREAS, PACE in partnership with the ILLINOIS TOLLWAY is expanding transit services along the I-90 corridor and requests that the ILLINOIS TOLLWAY allow three (3) "Park-n-Ride" facilities to be built on ILLINOIS TOLLWAY property, based on the improvements proposed below for the Randall Road interchange, the Illinois Route 25 interchange and the Barrington Road interchange as further described:

Randall Road Interchange - The proposed Randall Road "Park-n-Ride" facility shall be located in the northeast quadrant of the interchange, on approximately five (5) acres of land located between the westbound I-90 to Randall Road off ramp, Randall Road, and Point Boulevard, on ILLINOIS TOLLWAY right of way. The "Park-n-Ride" facility will consist of constructing approximately 75 initial parking spaces, with the potential capacity to construct approximately 75 more spaces when PACE warrants at a future date. There will be provisions for a "Kiss and Ride" passenger drop off area, a bus access/turn-around, a berthing area to accommodate up to four (4) transit coaches and one call-n-ride/Para-transit type van, bus shelters, ticketing and passenger waiting areas, electrical conduit to support ITS signage, bicycle storage racks, designated spaces for carpool/vanpool users, a secured restroom facility for transit operators, fencing, lighting and landscaping. A copy of the preliminary concept plan for this location is attached as Exhibit 1.

Illinois Route 25 Interchange - The proposed Illinois Route 25 "Park-n-Ride" facility (a preliminary concept plan of which is attached hereto as Exhibit B) shall be located along the north side interchange ramp AB, east of the Illinois Route 25 intersection on ILLINOIS TOLLWAY right of way. The "Park-n-Ride" facility will consist of 75 initial

parking spaces, with the potential capacity to construct approximately 75 more spaces when PACE warrants at a future date. There will be provisions for a "Kiss and Ride" passenger drop off area, a bus access/turn-around, a berthing area to accommodate up to four (4) transit coaches and one call-n-ride/Para-transit type van, bus shelters, ticketing and passenger waiting areas, electrical conduit to support ITS signage, bicycle storage racks, designated spaces for carpool/vanpool users, fencing, lighting, and landscaping. A copy of the preliminary concept plan for this location is attached as Exhibit 2.

Barrington Road Interchange - The proposed Barrington Road "Park-n-Ride" facility shall be located along the northeast quadrant of the Barrington Road interchange on ILLINOIS TOLLWAY right of way. The "Park-n-Ride" facility will consist of 75 initial parking spaces, with the potential capacity to construct approximately 75 more spaces when PACE warrants at a future date. There will be provisions for a "Kiss and Ride" passenger drop off area, a bus access/turn-around, an 18 foot wide pedestrian bridge that spans the ILLINOIS TOLLWAY mainline and connects to the station/passenger waiting area at the southeast quadrant of the interchange. There will also be an access improvement (roundabout) at Central Road to address traffic volume issues, elevators at the four nodes of the parking ride facility-(1) the park-n-ride at the northeast quadrant, (2) the westbound station, (3) the eastbound station, and (4) the southeast quadrant to connect to the shared use path, a westbound and an eastbound access road located along the ILLINOIS TOLLWAY mainline, a berthing area to accommodate up to four (4) transit coaches and one call-n-ride/Para-transit type van, bus shelters, ticketing and passenger waiting areas, electrical conduit to support ITS signage, bicycle storage racks, designated spaces for carpool/vanpool users, fencing, lighting and landscaping, and all other work necessary to complete the three (3) "Park-n-Ride" facilities in accordance with the approved plans and specifications, a copy of the preliminary concept plan for this location is attached as Exhibit 3; and

WHEREAS, the ILLINOIS TOLLWAY agrees to PACE's request to construct the "Park-n-Ride" facilities (hereinafter referred to as the "PACE IMPROVEMENTS") on ILLINOIS TOLLWAY rights of way; and

WHEREAS, subsequent to this AGREEMENT, PACE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for each of the PACE IMPROVEMENTS located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY agrees to design, prepare the final plans and specifications for, and construct the westbound and eastbound access roads located along the ILLINOIS TOLLWAY mainline as part of the PROJECT at the Barrington Road Interchange, for ILLINOIS TOLLWAY use during construction of the PROJECT and for access to the ILLINOIS TOLLWAY facilities necessary for operation and maintenance of the Toll Highway after construction; and

WHEREAS, the ILLINOIS TOLLWAY and PACE by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY IGA # 002013-41,

desire to determine and establish their respective responsibilities toward engineering, utility relocation, construction, funding and maintenance of the PROJECT and the PACE IMPROVEMENTS as proposed; and

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

WHEREAS, PACE by virtue of its powers as set forth in the "Regional Transportation Authority Act" 70 ILCS 3615 *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 Illinois Route 25 Interchange and the Barrington Road interchange, (the PROJECT). During the design and preparation of the plans and specifications for the PROJECT that affect PACE, the ILLINOIS TOLLWAY shall submit the plans and specifications to PACE for its review in the preparation of the PACE IMPROVEMENTS. The ILLINOIS TOLLWAY will design and prepare the final plans and specifications for the westbound and eastbound access roads located along the ILLINOIS TOLLWAY mainline as part of the Barrington Road Interchange.
- B. PACE agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PACE IMPROVEMENTS. During the design and preparation of the plans and specifications, PACE shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review and comment at the following stages of plan preparation:

30% Complete

60% Complete

90% Complete (pre-final)

100% Complete (final)

- C. Any dispute concerning the PROJECT and the PACE IMPROVEMENTS plans and specifications shall be resolved in accordance with Section X of this AGREEMENT.

II. RIGHT OF WAY

- A. The acquisition or transfer of right of way is not required for the construction of the PACE IMPROVEMENTS pursuant to the approved plans and specifications. It will be constructed entirely on ILLINOIS TOLLWAY owned property. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the ILLINOIS TOLLWAY's right of way.
- B. The PARTIES agree that PACE shall have use of the PROPERTIES for twenty five (25) years from the date the PACE IMPROVEMENTS are completed. It is also understood that the ILLINOIS TOLLWAY and PACE may agree in the future to extend the use of the PROPERTIES by written approval of both PARTIES.
- C. The ILLINOIS TOLLWAY reserves the exclusive right to restrict the use of its property to the "Park-n-Ride" facilities and to approve all improvements and enhancements to the properties.
- D. The ILLINOIS TOLLWAY also reserves the exclusive right to use portions of its properties as necessary, for maintenance and operations of the Toll Highway.

III. UTILITY RELOCATION

- A. At all locations where utilities are located on ILLINOIS TOLLWAY property and must be adjusted due to work proposed by PACE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). PACE agrees to reimburse the ILLINOIS TOLLWAY for any and all reasonable out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- B. In the event that the work proposed by PACE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, PACE shall reimburse the ILLINOIS TOLLWAY for the reasonable cost to locate, mark, design, protect, adjust and/or relocate the system.
- C. 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 PACE IMPROVEMENT limits and must be adjusted due to work proposed by PACE, PACE agrees to reimburse the ILLINOIS

TOLLWAY for any and all reasonable 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, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the approved plans and specifications.
- B. PACE shall advertise and receive bids, award the contract(s), provide construction engineering inspections and cause the PACE IMPROVEMENTS to be constructed in accordance with the approved plans and specifications, and pursuant to the approved ILLINOIS TOLLWAY issued permit.
- C. After award of any of the PACE IMPROVEMENTS construction contract(s), any proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing such work. The ILLINOIS TOLLWAY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the ILLINOIS TOLLWAY shall detail in writing its specific objections. If PACE receives no written response from the ILLINOIS TOLLWAY within thirty (30) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, the proposed deviation shall be deemed approved by the ILLINOIS TOLLWAY.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY, PACE shall provide no less than five (5) calendar days written notice to the ILLINOIS TOLLWAY prior to commencement of work on PACE's PROJECT.
- E. The ILLINOIS TOLLWAY and its authorized agents shall have all rights of inspection (including pre-final and final inspection) during the progress of work included in the PACE IMPROVEMENTS that affects ILLINOIS TOLLWAY property. The ILLINOIS TOLLWAY shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY of all work included in the PACE IMPROVEMENTS that affects ILLINOIS TOLLWAY property.
- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. PACE shall give notice to the ILLINOIS TOLLWAY upon completion of 70% and 100% of all PACE IMPROVEMENT construction contracts to be subsequently maintained by PACE, and the ILLINOIS TOLLWAY shall make an

inspection thereof not later than fourteen (14) calendar days after notice thereof. At the request of the ILLINOIS TOLLWAY, PACE's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, The ILLINOIS TOLLWAY's representative shall give immediate verbal notice to PACE's representative of any deficiency, and shall thereafter deliver within ten (10) calendar days a written list identifying such deficiencies to PACE. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The ILLINOIS TOLLWAY shall perform such joint re-inspections within fourteen (14) calendar days after receiving notice from PACE that the deficiencies have been remedied.

V. FINANCIAL

- A. It is mutually agreed that the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs and that PACE agrees to pay all PACE IMPROVEMENT related engineering, construction engineering and construction costs.
- B. PACE shall pay the ILLINOIS TOLLWAY \$1.3 million dollars for design and construction of the eastbound and westbound ramps at Barrington Road, upon completion of the construction of those ramps.

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 PACE.
- B. 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 storm sewer cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of the exclusive PACE IMPROVEMENT lighting including power.
 - 3. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the Park-n-

Ride facilities or ILLINOIS TOLLWAY rights 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.

- C. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only.
- D. 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.
- E. 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.
- F. 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.
- G. 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. PACE agrees to maintain, or cause to maintain, the Park-n-Ride facilities as described in the recitals above in the PACE IMPROVEMENTS, in their entirety.
- B. The ILLINOIS TOLLWAY agrees to maintain, or cause to maintain, the PROJECT, including the westbound and eastbound access roads located along the ILLINOIS TOLLWAY mainline as part of the Barrington Road Interchange, in their 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. PACE agrees to assume responsibility for any and all future reconstruction and maintenance of the PACE IMPROVEMENTS located at and on ILLINOIS TOLLWAY property, in its entirety.
- E. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said PACE IMPROVEMENTS, then PACE hereby agrees, in its sole discretion, either to be financially responsible for the entire cost to modify, relocate or reconstruct said PACE IMPROVEMENTS in conjunction with the ILLINOIS TOLLWAY's proposed project or to terminate this AGREEMENT by written notice sent to the ILLINOIS TOLLWAY via registered mail. If PACE terminates this AGREEMENT, the provisions set forth in Section VIII. B. of this AGREEMENT shall apply.
- F. PACE agrees to maintain or cause to be maintained all landscape improvements constructed on ILLINOIS TOLLWAY property, including the eradication of all aggressive weed species and replacement of plant material as necessary, to the ILLINOIS TOLLWAY's satisfaction. In the event PACE fails to provide satisfactory care of the PACE IMPROVEMENTS and/or the landscaping on ILLINOIS TOLLWAY property, as determined by the ILLINOIS TOLLWAY, and any or all of the improvements constructed on the ILLINOIS TOLLWAY's property, PACE shall, at PACE's sole cost and expense, either correct the said deficiencies or with the approval of the ILLINOIS TOLLWAY and in accordance with the applicable portions of the ILLINOIS TOLLWAY's current Standard Specifications, remove the Park-n-Ride facility, the landscaping and/or other improvements built as part of the PACE IMPROVEMENTS within three hundred sixty five (365) calendar days of notice by the ILLINOIS TOLLWAY to PACE via registered mail, replacing it with sod or other materials as directed by the ILLINOIS TOLLWAY, restoring the ILLINOIS TOLLWAY's property to its previous condition (prior to construction of the PACE IMPROVEMENT). The ILLINOIS TOLLWAY shall thenceforward maintain or cause to be maintained its property. Should PACE find the continued maintenance of the ILLINOIS TOLLWAY's property beyond their financial or other means, PACE may remove the Park-n-Ride, and/or the landscaping and/or other improvements, replacing it as specified above with the ILLINOIS TOLLWAY similarly accepting the maintenance of its property subject to the aforescribed conditions.
- G. PACE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the PACE IMPROVEMENTS.

- H. In the event PACE fails to maintain the Park-n-Ride facility, and/or the landscaping on ILLINOIS TOLLWAY property to ILLINOIS TOLLWAY standards, as determined by the ILLINOIS TOLLWAY, and any or all of the PACE IMPROVEMENTS constructed on ILLINOIS TOLLWAY property, in its entirety and the ILLINOIS TOLLWAY is required to maintain such Park-n-Ride facility, landscaping and any or all improvements constructed by PACE to protect the integrity of the ILLINOIS TOLLWAY property from imminent danger, PACE agrees to reimburse the ILLINOIS TOLLWAY for the reasonable cost of the emergency maintenance within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. Nothing herein is intended to prevent or preclude PACE from entering into reciprocal agreements in the future for the efficient removal of snow, ice, and debris or for incident management.
- B. In the event PACE cancels service along I-90 or abandons any of the Park-n-Ride facilities for twelve (12) consecutive months, PACE shall, at PACE's sole cost and expense and in accordance with the applicable portions of the ILLINOIS TOLLWAY's current Standard Specifications remove the Park-n-Ride facility within three hundred sixty five calendar days, the landscaping and/or other improvements built as part of the PACE IMPROVEMENT within ninety (90) calendar days of notice by the ILLINOIS TOLLWAY to PACE via registered mail, replacing it with sod or other materials as directed by the ILLINOIS TOLLWAY, restoring the ILLINOIS TOLLWAY's property to its previous condition (prior to construction of the PACE IMPROVEMENTS). The ILLINOIS TOLLWAY shall thenceforward maintain or cause to be maintained the ILLINOIS TOLLWAY's property.

IX. INSURANCE

- A. PACE shall maintain for the duration of the Park-n-Ride's facilities existence, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the operation and maintenance of the "Park-n-Ride" facility. All coverage beyond PACE's self-insurance must be with Insurance Companies with an A.M. Best Company financial rating of "A minus" or better.
- B. Minimum Scope of Insurance Coverage shall be at least as broad as:
 - 1. Commercial General Liability-including coverage for premises and operation, broad form property damage and contractual obligations. Policy coverage shall be on ISO occurrence form CG 00 01 12 04 or a substitute form providing equivalent protection.

2. Business Automobile Liability-Covering owned hired and non-owned vehicles. Policy coverage shall be on the latest filed ISO occurrence form or a substitute form providing equivalent protection.
 3. Worker's Compensation insurance as required by the State of Illinois.
 4. Excess/Umbrella Liability-Coverage will be over the limits provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance.
- C. Limits of Insurance Limits of liability will provide for the following provisions. Minimum limits requirement may be fulfilled with those indicated or the higher limits carried by PACE:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and the general aggregate shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of \$500,000 per occurrence.
 4. Excess/Umbrella Liability-In addition to the limits of coverage specified in B (1), (2) and (3) above, not less than \$10,000,000 per occurrence and in annual aggregate per year will be maintained.
- D. The ILLINOIS TOLLWAY (Illinois State Toll Highway Authority) 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 accepted by the Authority. Proof of insurance shall include originals of the applicable "additional insured" endorsements for approval of the ILLINOIS TOLLWAY. Any failure by the Authority to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

X. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between Pace Suburban Bus and the Illinois State Toll Highway Authority.

- B. It is understood and agreed by the PARTIES hereto, that PACE shall have jurisdiction of the PACE IMPROVEMENTS. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, secure, 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 PACE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between PACE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Executive Director of PACE, or his designee, 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 PACE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the PACE IMPROVEMENTS, or a dispute concerning the plans and specifications for the PACE IMPROVEMENTS, the Chief Engineer of the ILLINOIS TOLLWAY and the Executive Director of PACE, or his designee, shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PACE IMPROVEMENTS, the decision of the Executive Director of PACE shall be final as long as that decision does not delay delivery of the PROJECT, the PACE IMPROVEMENTS, or be detrimental to the maintenance and operation of the Toll Highway.
- H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or PACE 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 PACE unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To PACE:

Pace Suburban Bus
550 West Algonquin Road
Arlington Heights, Illinois 60005
Attn: Thomas J. Ross, Executive
Director

- N. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or PACE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit performed by the Federal Transit Administration, the Regional Transportation Authority and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- 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.

PACE SUBURBAN BUS

By: TL Ross
Thomas J. Ross, Executive Director

Date: 7/30/14

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Kristi Lafleur
Kristi Lafleur, Executive Director

Date: 8/1/14

Approved as to Form and Constitutionality

Tiffany Bohn, ATG. 7/30/14
Tiffany Bohn, Assistant Attorney General, State of Illinois

**FIRST INTERGOVERNMENTAL ADDENDUM AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION
AUTHORITY**

This FIRST INTERGOVERNMENTAL ADDENDUM AGREEMENT (hereinafter referred to as the "FIRST ADDENDUM") is entered into this 18TH day of MAY 2017, 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 PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (hereinafter called "PACE"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and PACE executed an Intergovernmental Agreement on August 1, 2014 (hereinafter referred to as the "AGREEMENT"), for the PARTIES to partner in the expansion of transit services along the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway), and included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, in the original AGREEMENT, PACE agreed to construct three (3) "Park-n-Ride" facilities on ILLINOIS TOLLWAY property: one (1) at the Randall Road Interchange; one (1) at the Illinois Route 25 Interchange; and one (1) which coincided with the ILLINOIS TOLLWAY Contract I-14-4220, at the I-90/Barrington Road Interchange; and

WHEREAS, subsequent to the execution of that AGREEMENT, PACE requested that the ILLINOIS TOLLWAY construct a Pedestrian Bridge that would span the Toll Highway mainline and connect to the station/passenger waiting area at the Park-n-Ride facility located at the southeast quadrant with those in the northeast quadrant of the I-90/Barrington Road Interchange (hereinafter referred to as the "PROJECT"), which is the subject of this FIRST ADDENDUM AGREEMENT; and

WHEREAS, the ILLINOIS TOLLWAY is advancing the cost of all construction related to the PROJECT subject to reimbursement by PACE; and

WHEREAS, the construction of the Barrington Road Interchange will also include the construction of eastbound and westbound access roads, two (2) pedestrian underpasses and a pedestrian bridge center pier; and

WHEREAS, the ILLINOIS TOLLWAY and PACE 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 FIRST ADDENDUM; and

WHEREAS, PACE by virtue of its powers as set forth in the “Regional Transportation Authority Act,” 70 ILCS 3615 *et seq.* is authorized to enter into this FIRST ADDENDUM; and

WHEREAS, a cooperative Intergovernmental Addendum is appropriate and such an Addendum 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. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this FIRST ADDENDUM.
- B. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT construction responsibility, including assuring that all permits and approvals 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 the work proposed for the PROJECT.
- C. The ILLINOIS TOLLWAY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to PACE, without charge to PACE. Any permit for right of access, temporary use shall not be unreasonably withheld by the ILLINOIS TOLLWAY.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this FIRST ADDENDUM.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY will cause all utility companies to project, adjust, relocate or remove utility facilities in conflict with the PROJECT. PACE agrees to reimburse the ILLINOIS TOLLWAY for any and all reasonable out of pocket costs the ILLINOIS

TOLLWAY incurs in causing the aforementioned utilities companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT.

- B. In the event that the work proposed by PACE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, PACE shall reimburse the ILLINOIS TOLLWAY for the reasonable cost to locate, mark, design, protect, adjust and/or relocate the system.
- C. 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 PACE, PACE agrees to reimburse the ILLINOIS TOLLWAY for any and all reasonable out of pocket costs the ILLINOIS TOLLWAY incurs in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain PACE's concurrence as to the amount of bids, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by PACE as hereinafter stipulated.
- B. After award of the construction contract(s), and beginning April 10, 2017, any proposed deviations from the plans and specifications that affect PACE shall be submitted to PACE for approval prior to commencing such work. PACE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, PACE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from PACE within fifteen (15) calendar days after delivery to PACE of the proposed deviation, the proposed deviation shall be deemed approved by PACE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect PACE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to PACE prior to commencement of work on the PROJECT.
- D. PACE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects PACE. PACE shall assign personnel to perform inspections on behalf of PACE of all work included in the PROJECT that affects PACE, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this FIRST ADDENDUM shall be delivered as indicated in Section IX of this FIRST ADDENDUM.

- F. The ILLINOIS TOLLWAY shall give notice to PACE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by PACE, and PACE shall make an inspection thereof not later than ten (10) calendar days after notice thereof. If PACE does not perform a final inspection within ten (10) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by PACE. At the request of PACE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, PACE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within ten (10) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies identified shall be subject to joint re-inspection upon completion of the corrective work. PACE shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied. If the Tollway does not receive any further comments within this time period, the Project shall be deemed accepted by PACE.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related construction engineering and construction costs subject to the reimbursement by PACE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that PACE was responsible for preliminary and design engineering costs. It is further agreed that construction engineering for the PROJECT will be the responsibility of the ILLINOIS TOLLWAY and shall be computed as 10% of actual construction costs, subject to the reimbursement by PACE as hereinafter stipulated.
- C. Underpasses:
1. It is mutually agreed by the PARTIES hereto that PACE shall reimburse the ILLINOIS TOLLWAY under Contract I-14-4220 for the actual construction and construction engineering costs currently estimated at \$1,487,721.00. The total cost includes \$1,370,021.00 for construction costs, and \$117,700.00 for the construction engineering costs. These costs are for the pedestrian underpasses from the station/passenger waiting areas to the sidewalk connected to Barrington Road and other local roads. This ADDENDUM AGREEMENT amends Section V. Financial, paragraph B, of the original AGREEMENT, which reflected an estimated total cost of \$1,300,000.00.
 2. PACE agrees that upon execution of this FIRST ADDENDUM and receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY an amount equal to 80% of its obligation incurred for the construction of the pedestrian underpasses under ILLINOIS TOLLWAY Contract I-14-4220, based upon actual bid prices, and will pay to the ILLINOIS TOLLWAY the

remainder of its obligation in a lump sum, upon completion of the pedestrian underpasses, based upon the actual final costs.

D. The Pedestrian Bridge and Center Pier:

1. It is mutually agreed by the PARTIES hereto that PACE shall reimburse the ILLINOIS TOLLWAY its costs incurred under Contract I-16-4264 an estimated amount of \$7,057,074.93 for construction costs and an estimated amount of \$994,373.04 for construction engineering, for a total estimated cost of \$8,051,447.97.
 2. PACE agrees that upon execution of this FIRST ADDENDUM and receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY the full amounts due for engineering and construction of the center pier under ILLINOIS TOLLWAY Contract I-15-4233 based upon the actual bid price of \$105,807.00.
 3. Pace agrees that upon award of ILLINOIS TOLLWAY Construction Contract I-16-4264 and receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY, an amount equal to each Pay Estimate Approved by the ILLINOIS TOLLWAY, and will pay to the ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on the final actual costs.
 4. Pace agrees that upon award of ILLINOIS TOLLWAY Construction Engineering Contract I-16-4249 and receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY, an amount equal to each Invoice Approved by the ILLINOIS TOLLWAY related to Construction Engineering for the Pedestrian Bridge.
- E. PACE 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). If the construction schedule permits, the ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s). PACE shall pay for the cost increases of said work in full.
- F. PACE also agrees that upon receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY, an amount equal to 100% of its obligation incurred for the structural maintenance of the Pedestrian Bridge and for the maintenance of the retention pond/drainage facilities, based upon actual costs in accordance with Section VII of this FIRST ADDENDUM.

- G. The ILLINOIS TOLLWAY shall include the addition of the two (2) elevators for the Pedestrian Bridge into the ILLINOIS TOLLWAY's elevator maintenance contract. PACE agrees to be responsible for all maintenance costs including, but not limited to the cost of quarterly maintenance of the two (2) elevators, the annual testing required by the State of Illinois for the two (2) elevators, the pressure test and the inspections for the two (2) elevators and any other inspections or testing required to comply with all applicable Federal, State, and local regulations.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this FIRST ADDENDUM other than the ILLINOIS TOLLWAY. With respect to this FIRST ADDENDUM, it means PACE.
- B. 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 facilities 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 repair, anti-icing and de-icing, snow removal, sweeping, litter and debris removal, 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, expansion joints, parapet walls and drainage structures.
 - 3. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of 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 right of way which causes or threatens imminent danger or destruction to 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.
- C. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed system only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- D. 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.

- E. 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 relived of ultimate responsibility for performance of the duty or provision of the service.
- F. The terms “consult with” refer to the duty of the PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- G. The term “approve” refers to the duty of the PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record that documents such consent.
- H. The term “grade separation structure” refers to all structural elements between the abutments and below the wearing surface of the Pedestrian Bridge unless otherwise specified.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the structural portion of the pedestrian bridge located on ILLINOIS TOLLWAY property, and to maintain the two (2) elevators, including annual testing required by the State of Illinois, pressure testing, inspections, and any other inspections or testing required to comply with all applicable Federal, State, and local regulations. The Tollway’s maintenance costs shall be fully reimbursed by PACE as further indicated in Section V above.
- B. PACE agrees to be responsible for Routine Maintenance of the Pedestrian Bridge and the station/passenger waiting area.
- C. PACE agrees to be responsible for the costs to maintain, or cause to maintain, the Pedestrian Bridge deck and the station/passenger waiting area as stated above, including all facilities, sidewalks, and any and all appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, and any other property within its jurisdiction, and any other work the ILLINOIS TOLLWAY is including in the PROJECT, in its entirety. PACE also agrees to assume responsibility for the reconstruction of the Pedestrian Bridge and the station/passenger waiting area, when needed.

- D. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonable necessary to fulfill their respective obligations under this FIRST ADDENDUM.
- E. In the event that one PARTY observes that Emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this FIRST ADDENDUM.
- F. Except to the extent arising out of the negligence, willful, or intentional misconduct of the ILLINOIS TOLLWAY, its employees, officers, directors, contractors and agents, PACE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the Project, including but not limited to the pedestrian bridge and the station/passenger waiting area.
- G. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modifications, relocation or reconstruction to said Pedestrian Bridge and/or the station/passenger waiting area, then PACE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said PROJECT in conjunction with the ILLINOIS TOLLWAY's proposed improvement.
- H. In the event PACE fails to maintain the Pedestrian Bridge and/or the station/passenger waiting area located on ILLINOIS TOLLWAY property in its entirety and the ILLINOIS TOLLWAY is required to maintain such to protect the integrity of ILLINOIS TOLLWAY property, PACE agrees to reimburse the ILLINOIS TOLLWAY for the actual cost of the emergency maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. All items of construction which are stipulated in this FIRST ADDENDUM to be maintained by PACE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of PACE.
- B. PACE agrees to be responsible for all utility costs associated with the Pedestrian Bridge and the station/passenger waiting area including electricity, natural gas, water and sanitary.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is a FIRST ADDENDUM between Pace and the Illinois State Toll Highway Authority.
- B. PACE retains the responsibility to control and secure their facilities as nuisances arise. By agreement between the ILLINOIS TOLLWAY and the Illinois State Police "ISP", District 15 of the ISP has jurisdiction and when requested will respond to incidents on ILLINOIS TOLLWAY property along I-90, including but not limited to the Barrington Road pedestrian bridge and the passenger waiting area. Similarly, by agreement between the ILLINOIS TOLLWAY and the Village of Hoffman Estates, fire protection along I-90, including the Barrington Road pedestrian bridge and passenger waiting area, will be provided by the Village of Hoffman Estates Fire Department. Notwithstanding, it is understood and agreed by the PARTIES hereto, that PACE shall have jurisdiction of the PROJECT. For the purpose of this FIRST ADDENDUM, jurisdiction shall mean the authority and obligation to administer, control, secure, construct, maintain and operate.
- C. Wherever in this FIRST ADDENDUM approval or review by either PACE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this FIRST ADDENDUM each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out the execution of this FIRST ADDENDUM. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this FIRST ADDENDUM. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between PACE and the ILLINOIS TOLLWAY in the carrying out of the terms of this FIRST ADDENDUM, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Executive Director of PACE, or his designee, 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 FIRST ADDENDUM in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. This FIRST ADDENDUM 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.
- G. Under penalties of perjury, PACE certifies that it is doing business as a unit of local government entity, whose mailing address is Pace, the Suburban Bus Division of the Regional Transportation Authority, 550 West Algonquin Road, Arlington Heights, Illinois 60005.

- H. This FIRST ADDENDUM may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the ILLINOIS TOLLWAY or PACE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this FIRST ADDENDUM shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this FIRST ADDENDUM shall be deemed waived by the ILLINOIS TOLLWAY or PACE unless such provision is waived in writing.
- K. It is agreed that the laws of the State of Illinois shall apply to this FIRST ADDENDUM and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- L. All written reports, notices and other communications related to this FIRST ADDENDUM 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 Engineering Officer |
| To PACE: | Pace, the Suburban Bus Division of the Regional Transportation Authority 550 West Algonquin Road Arlington Heights, Illinois 60005 Attn: Executive Director |
- M. The PARTIES agree to maintain books and records related to the performance of this FIRST ADDENDUM and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or PACE under the FIRST ADDENDUM for a minimum of three (3) years from the last action on the FIRST ADDENDUM. The PARTIES further agree to cooperate fully with any audit performed by the Federal Transit Administration, the Regional Transportation Authority and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- N. The introductory recitals included at the beginning of this FIRST ADDENDUM are agreed to and incorporated into this FIRST ADDENDUM.
- O. All other provisions contained in the original AGREEMENT that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.

(This space intentionally left blank)

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

**PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY**

By: TLAR Date: 5/12/17
Thomas J. Ross
Executive Director

THE ILLINOIS TOLL HIGHWAY AUTHORITY

By: Greg M. Bedalov Date: 5/18/17
Greg M. Bedalov
Executive Director

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois 5-18-17
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

RESOLUTION NO. 21050

Background

This is a First Addendum to an existing Intergovernmental Agreement (“First Addendum”) with Pace Suburban Bus Service (“Pace”). The original Intergovernmental Agreement between the Illinois State Toll Highway Authority (the “Tollway”) and Pace was executed on August 1, 2014, in which Pace agreed to construct three “Park-n-Ride” facilities on Tollway property, including one at the Barrington Road Interchange. The Tollway will build a pedestrian bridge at Barrington Road that will span the Toll Highway mainline. The project also includes the construction of eastbound and westbound access roads, two pedestrian underpasses, and a pedestrian bridge center pier. The Tollway will further agree to maintain elevators at the Pace facility, subject to reimbursement from Pace. The engineering and construction costs to be reimbursed by Pace are currently estimated at \$9,644,975.97.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare a First Addendum between the Tollway and Pace in substantially the form of the First Addendum attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____
Chairman

RESOLUTION NO. 22450

Background

To ensure the highest degree of safety on its roadways, it is necessary for The Illinois State Toll Highway Authority (“Tollway”) to ensure that adequate fire protection and emergency medical services are provided along its toll roads. Such services are provided by fire protection districts and municipal fire departments that border the Tollway’s rights-of-way. The terms on which these services are provided are set forth in intergovernmental agreements authorized by Resolution Nos. 5458, 9589, 9885 and 14490. It is in the best interest of the Tollway to enter into updated intergovernmental agreements with fire protection districts and municipal fire departments that provide necessary fire protection and emergency medical services to Tollway patrons. Accordingly, the Tollway worked with relevant stakeholders to prepare an updated template agreement for fire protection and emergency medical services that, subject to Board approval, it will present to fire protection districts and municipal fire departments that border the Tollway’s rights-of-way.

Resolution

The Legal Department is authorized to finalize updated intergovernmental agreements with fire protection districts and municipal fire departments that border the Tollway’s rights-of-way and provide necessary fire protection and emergency medical services along Tollway toll roads in substantial conformance with the template agreement attached to this Resolution. The Chair and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreements, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

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

[insert name of District]

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), made and entered into this _____ day of _____, 2022, by and between The Illinois State Toll Highway Authority (“ILLINOS TOLLWAY”), and _____ (“DISTRICT”).

RECITALS

WHEREAS, to ensure the highest degree of safety in the operation of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY adopted Resolution No. 5458, authorizing the ILLINOIS TOLLWAY to (i) enter into agreements with fire protection districts and municipal fire departments bordering its rights-of-way for the provision of adequate fire protection services, and (ii) provide reimbursement for such services at the scheduled rates set forth therein;

WHEREAS, pursuant to Resolution No. 5458, the ILLINOIS TOLLWAY entered into intergovernmental agreements with various fire protection districts and/or municipal fire departments bordering its rights-of-way for the provision of the above-described services;

WHEREAS, after reaffirming the need to provide adequate fire protection services along the toll roads in its system and finding it necessary to also provide adequate emergency medical services, the ILLINOIS TOLLWAY adopted Resolution No. 9589, increasing the scheduled reimbursement rates set forth in Resolution No. 5458;

WHEREAS, on September 29, 1977, after fire protection districts and municipal fire departments began providing ambulance services, the ILLINOIS TOLLWAY adopted Resolution No. 9885, adding a scheduled reimbursement rate for the provisions of ambulance services;

WHEREAS, on December 21, 1995, the ILLINOIS TOLLWAY adopted Resolution No. 14490, increasing the scheduled reimbursement rates for fire protection and emergency medical services (including ambulance services);

WHEREAS, the DISTRICT was created by and operates pursuant to general powers conferred under the Fire Protection District Act, 70 ILCS 705/1, *et. seq.*;

WHEREAS, the DISTRICT is qualified to provide the fire protection and emergency services required by the ILLINOIS TOLLWAY on [identify the relevant toll road] between milepost ___ and milepost ____, in the [insert direction] and [insert reverse direction] directions, as depicted in Exhibit A (“Service Area”);

WHEREAS, the DISTRICT, by virtue of _____, is authorized to enter into this AGREEMENT; and

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

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the ILLINOIS TOLLWAY and the DISTRICT (collectively, "Parties") agree as follows:

1. Relative to each occurrence in the Service Area (*see* Ex. A) to which the DISTRICT responds, the ILLINOIS TOLLWAY will pay the DISTRICT \$500.00 to reimburse a portion of the costs the DISTRICT incurs in connection with the response. On each anniversary of this AGREEMENT, this fee shall automatically increase by \$10.00. Also:
 - a. If helicopter rescue services are provided in accordance with criteria established by the hospital originating the request for such services, such services shall be billed directly by the helicopter rescue service to the party the helicopter was required to transport; the ILLINOIS TOLLWAY shall not be responsible for helicopter transport services, except as provided under Workers' Compensation Act, 820 ILCS 305/1, *et seq.*;
 - b. Special hazardous material rescue and clean up services not provided by the DISTRICT shall be billed directly by the provider to the person(s) or entities who caused such services to be required.
 - c. Nothing in this AGREEMENT shall prohibit the DISTRICT from billing any patient, including the insurance provider for the patient, for ambulance transportation to receive emergency medical care.

2. For, and in consideration of, the compensation specified above, which the ILLINOIS TOLLWAY and the DISTRICT agree constitutes the sole and exclusive amount for which the ILLINOIS TOLLWAY will be responsible for as a result of or due to a response by the DISTRICT, the DISTRICT agrees:
 - a. To use its best efforts to provide fire protection and emergency services for persons and property in the Service Area. If changes in the Service Area are required to more efficiently serve the needs of ILLINOIS TOLLWAY patrons, the Service Area may be amended by written agreement of the Parties.
 - b. To proceed, whenever fire equipment is available, to the location in the Service Area (*see* Ex. A) designated by an authorized representative of the ILLINOIS TOLLWAY. The DISTRICT shall make every effort to provide its own back-up response when its own manpower and/or equipment is not available for call-out. In the event an emergency call is directed to the DISTRICT from a source other than the ILLINOIS TOLLWAY, the DISTRICT shall promptly notify an authorized representative of the ILLINOIS TOLLWAY of the nature of the emergency and the designated location.

- c. To respond with necessary available equipment and manpower as indicated by the information provided by the authorized representative of the ILLINOIS TOLLWAY.
- d. To present to the ILLINOIS TOLLWAY, within forty-five (45) days of an event in the Service Area that requires the provision of any fire protection and emergency services, an invoice including the hour, date, time and place of the DISTRICT's response to the event; and the amount due and owing from the ILLINOIS TOLLWAY pursuant to this AGREEMENT. The ILLINOIS TOLLWAY will promptly process all timely and sufficient invoices submitted by the DISTRICT. The DISTRICT shall not bill the ILLINOIS TOLLWAY for any services billed to an ILLINOIS TOLLWAY patron, and the ILLINOIS TOLLWAY shall not be responsible for any services billed to an ILLINOIS TOLLWAY patron, even if the DISTRICT fails to obtain payment from or on behalf of the ILLINOIS TOLLWAY patron.
- e. To keep confidential, and not disclose, distribute or otherwise share, any photographs, video or electronic images that depict any matter that may have occurred on ILLINOIS TOLLWAY property, except for disclosures to (i) physicians and medical personnel directly involved in the treatment of a patient involved in an occurrence, (ii) insurance companies representing a party involved in an occurrence, or (iii) the State Fire Marshal. Disclosure also is permissible to the extent required by the Illinois Freedom of information Act.

I. GENERAL PROVISIONS

1. The ILLINOIS TOLLWAY, the DISTRICT and their respective agents agree that they shall communicate, cooperate and coordinate with one another on all issues pertaining to a response and the consequent need for fire protection and emergency services in the Service Area, including but not limited to traffic and incident management.
2. All promises, agreements, covenants and representations, express or implied, oral or written, concerning the subject matter of this AGREEMENT are contained in this AGREEMENT, which embodies the entire agreement and understanding between the Parties. No other promises, agreements, covenants or representations, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter of this AGREEMENT, and neither the fact of this AGREEMENT nor any of its terms creates, or is intended to create, any rights or interests in any third party. This AGREEMENT is made solely for the benefit of the ILLINOIS TOLLWAY and the DISTRICT. All prior and contemporaneous negotiations, promises, agreements, covenants and representations between the Parties concerning the subject matter of this AGREEMENT are merged into this AGREEMENT.

3. Whenever in this AGREEMENT approval or review by either the DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
4. No 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 said PARTY during the period this AGREEMENT is in effect. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to implementation of this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
5. This AGREEMENT may be executed (including electronically) 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.
6. This AGREEMENT may not be amended or modified without the written consent of the Parties and the Illinois Attorney General.
7. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
8. Failure by the ILLINOIS TOLLWAY or the DISTRICT to seek redress for a violation of this AGREEMENT or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DISTRICT unless such provision is waived in writing by the Party intended to benefit therefrom.
9. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles, and in the event of a dispute, venue shall lie exclusively in DuPage County, Illinois.
10. The DISTRICT shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. The DISTRICT shall maintain books and records, including information stored in databases or other computer systems, for a period of three (3) years from the date of final payment under this AGREEMENT. Books and records the DISTRICT is required to maintain shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois or ILLINOIS TOLLWAY internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
11. Either Party to this AGREEMENT may terminate this AGREEMENT by notifying the other Party in writing. Such written notice shall be effective ninety (90) days after the

date of the notice. Such written notice shall be sent by U.S. Mail or overnight messenger as follows:

If to the DISTRICT

[Fire District Name]
[Street Address]
[City], IL [Zip Code]
Attention: [Responsible Party]

If to the ILLINOIS TOLLWAY

The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attention: General Counsel

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed on the dates indicated.

THE [NAME] FIRE PROTECTION DISTRICT

By: _____ Date: _____, 20
[Name, Position]

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____, 20
[Name, Position]

Approved as to Form and Constitutionality

Assistant Attorney General

RESOLUTION NO. 22451
AMENDING RESOLUTION NO. 22314

Background

Resolutions 19584, 19882, 20227, 20894 and 22024 authorized acquisition of needed parcels and expenditures up to \$687,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Elgin O'Hare Western Access Project, Project No. I-11-4011 ("Project No. I-11-4011"). Resolution 22314, as preceded by Resolutions 22280, 22264, 21965, 21850, 21754, 21540, 21429, 21305, 21209, 21171, 21159, 21094, 21048, 21027, 21002, 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986, identified specific parcels that were required for purposes of The Illinois State Toll Highway Authority ("Tollway"). Resolution 22314 must be further amended to identify and add additional parcels and provide the Tollway's Land Acquisition Unit the authority to acquire all parcels necessary for Project No. I-11-4011, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to be acquire by eminent domain. This Resolution, amending Resolution 22314, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes, but is not limited to, the Identified Parcels listed 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 interests in real estate for Project No. I-11-4011. The Tollway's Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. I-11-4011 and per Resolutions 19584, 19882, 20227, 20894 and 22024, spend sums up to an amount

RESOLUTION NO. 22451
AMENDING RESOLUTION NO. 22314

Resolution – continued

not to exceed \$687,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

In the event all or part of the Identified Parcels cannot, with reasonable diligence, be purchased via negotiations, administrative documentation or settlement, the Land Acquisition Unit, upon the recommendation of the Land Acquisition Manager, the General Counsel and the Attorney General, is authorized and directed to acquire the same in the name of the Tollway by eminent domain.

The Executive Director, the Chief Operating Officer and/or the Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, and consistent with applicable state and federal law, are authorized to negotiate and enter into any real estate contract for the acquisition or conveyance of all needed real estate for Project No. I-11-4011, such contracts to be executed in accordance with applicable Tollway policy. The Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, such contracts to be executed in accordance with applicable Tollway policy. The Chief Financial Officer 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 (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation

04/26/22

6.5/4

RESOLUTION NO. 22451
AMENDING RESOLUTION NO. 22314

Resolution – continued

benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) and any and all other acquisition costs, fees and expenses, necessary to acquire interests in all or part of all Identified Parcels needed for Project No. I-11-4011, up to a sum not to exceed the aggregate sum of \$687,000,000.00.

Approved by: 
Chair

04/26/22

6.5/4

RESOLUTION NO. 22451
AMENDING RESOLUTION NO. 22314

Resolution – continued- Exhibit A

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

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

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

| Elgin O'Hare Western Access | | PREVIOUSLY IDENTIFIED |
|------------------------------------|--|------------------------------|
| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| EO-1B-12-102 | 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 | 03-02-400-001 | DuPage |
| EO-1B-12-135 | 03-02-400-029 | DuPage |
| EO-1B-12-905 | THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11 | DuPage |
| EO-1B-12-920 | THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 | DuPage |
| EO-1B-12-921 | THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 | DuPage |
| EO-1B-12-025 | 03-04-406-027 | DuPage |
| EO-1B-12-099 | 03-05-402-012, 03-04-300-004, 03-04-300-005 | DuPage |
| EO-1B-12-912 | THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434 | DuPage |

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

| Parcel | PIN NUMBER/OR DESCRIPTION | County |
|---------------|---|---------------|
| 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-7-12-002 | 15-06-100-011, 15-06-100-033 | Cook |
| TW-7-12-025 | 03-36-400-004, 03-36-400-005 | DuPage |
| WA-1D-12-031 | 12-19-100-061 | Cook |
| WA-1D-12-086 | 12-20-300-081, 12-20-300-082 | Cook |
| WA-1D-12-104 | 12-19-400-120 | Cook |
| EO-1B-12-133 | 03-02-303-008, 03-02-303-010 | DuPage |
| WA-1D-12-060 | 12-19-100-122 | Cook |

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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| 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 |
| EO-1B-12-033 | 03-03-302-035, 03-04-403-005, 03-04-403-006 | DuPage |
| EO-1B-12-058 | 03-02-301-007 | DuPage |
| EO-1B-12-126 | 03-02-300-019 | DuPage |
| WA-1D-12-011 | 12-19-400-151 | Cook |
| EO-1B-12-059 | 03-02-302-005 | DuPage |
| EO-1B-12-106 | 03-04-400-011 | DuPage |
| EO-1B-12-131 | 03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037 | DuPage |
| EO-1B-12-184 | 03-02-302-006 | DuPage |
| EO-1B-12-185 | 03-02-304-010, 03-02-304-011 | DuPage |
| WA-1D-12-010 | 12-19-400-049 | Cook |
| WA-3D-12-048 | 08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017 | Cook |
| NW-7B-12-004 | 08-25-400-007 | Cook |
| EO-1B-12-107 | 03-04-400-007 | DuPage |

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| Elgin O'Hare Western Access | PREVIOUSLY IDENTIFIED | |
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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| EO-1B-12-932 | THAT PART OF LOT 9 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN | DuPage |
| EO-1B-12-933 | THAT PART OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN | DuPage |
| WA-1D-12-006 | 12-19-400-119 | Cook |
| WA-1D-12-007 | 12-19-400-117, 12-19-400-167 | Cook |
| WA-1D-12-012 | 12-19-400-084, 12-19-400-104 | Cook |
| WA-1D-12-014 | 12-19-400-056 | Cook |
| WA-1D-12-015 | 12-19-400-150 | Cook |
| WA-1D-12-016 | 12-19-400-152 | Cook |
| WA-1D-12-080 | 12-19-400-079 | Cook |
| WA-1D-12-107 | 12-19-400-168 | Cook |
| WA-1D-12-108 | 12-19-400-102 | Cook |
| EO-1B-12-029 | 03-04-406-023 | DuPage |
| EO-1B-12-129 | 03-02-304-012, 03-02-300-022 | DuPage |
| EO-1B-12-930 | THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977 | DuPage |
| NW-7A-12-101 | 08-36-102-001 | Cook |

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| Elgin O'Hare Western Access | PREVIOUSLY IDENTIFIED | |
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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| WA-1D-12-048 | 03-13-403-002, 03-13-406-001, | DuPage |
| EO-1B-12-031 | 03-04-406-029, 03-04-406-030 | DuPage |
| EO-1B-12-189 | 03-04-406-028 | DuPage |
| EO-1B-12-928 | THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS | DuPage |
| WA-1D-12-004 | 12-19-400-078 | Cook |
| WA-1D-12-009 | 12-19-400-019, 12-19-400-063 | Cook |
| WA-1D-12-046 | 03-13-509-003 | DuPage |
| WA-1D-12-066 | 12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028 | Cook |
| WA-2D-12-191 | 03-12-509-001 | DuPage |
| EO-1B-12-051 | 03-03-403-013 | DuPage |
| TW-7-12-003 | 12-31-301-019 | Cook |
| TW-7-12-026 | 03-36-206-040 | DuPage |
| WA-1D-12-044 | 03-13-504-012 | DuPage |
| WA-1D-12-068 | 12-18-400-014, 12-18-500-006 | Cook |
| EO-1B-12-130 | 03-02-303-013 | DuPage |
| NW-7A-12-088 | 08-36-100-004 | Cook |
| NW-7A-12-089 | 08-36-100-005, 08-36-100-009 | Cook |
| NW-7A-12-090 | 08-36-100-006 | Cook |
| NW-7A-12-091 | 08-36-100-011 | Cook |
| NW-7A-12-092 | 08-36-100-012 | Cook |

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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| NW-7A-12-093 | 08-36-100-013 | Cook |
| NW-7A-12-094 | 08-36-100-016 | Cook |
| NW-7A-12-095 | 08-36-100-019 | Cook |
| NW-7A-12-096 | 08-36-101-008 | Cook |
| NW-7A-12-097 | 08-36-101-029, 08-36-101-030 | Cook |
| NW-7A-12-100 | 08-36-101-023, 08-36-101-024, 08-36-101-028 | Cook |
| NW-7A-12-102 | 08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037 | Cook |
| NW-7A-12-103 | 08-36-102-027 | Cook |
| NW-7A-12-105 | 08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042 | Cook |
| NW-7A-12-110 | 08-36-100-008 | Cook |
| NW-7A-12-112 | 08-36-100-019 | Cook |
| TW-7-12-004 | 12-31-301-028 | Cook |
| TW-7-12-040 | A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294 | Cook |
| TW-7-12-902 | A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294 | Cook |
| TW-7-12-903 | A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294 | DuPage |
| WA-3D-12-064 | 08-25-301-006 | Cook |
| WA-3D-12-065 | 08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011 | Cook |
| NW-7A-12-017 | 08-26-411-002 | Cook |
| NW-7A-12-073 | 08-25-301-005 | Cook |

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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| NW-7A-12-076 | 08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017 | Cook |
| NW-7A-12-081 | 08-26-410-002, 08-35-201-003 | Cook |
| NW-7A-12-082 | 08-26-411-003, 08-26-411-005 | Cook |
| NW-7A-12-084 | 08-26-411-018 | Cook |
| NW-7A-12-085 | 08-35-201-009 | Cook |
| NW-7A-12-086 | 08-35-203-016, 08-35-203-019 | Cook |
| NW-7A-12-099 | 08-36-101-027 | Cook |
| NW-7A-12-111 | 08-26-410-001 | Cook |
| NW-7A-12-113 | 08-35-201-012, 08-26-410-006 | Cook |
| WA-3D-12-054 | 08-36-201-011 | Cook |
| WA-3D-12-079 | 09-30-300-051 | Cook |
| WA-3D-12-080 | 09-30-300-050, 09-03-300-060 | Cook |
| WA-3D-12-081 | 09-30-300-059 | Cook |
| WA-1D-12-062 | 12-19-100-035, 12-19-100-001 | Cook |
| TW-7-12-031 | 12-30-100-016-6001, 12-30-100-016-6002 | Cook |
| WA-1D-12-001 | 12-19-500-006, 12-19-500-008 | Cook |
| WA-1D-12-074 | 12-19-500-004, 12-18-500-006 | Cook |
| WA-1D-12-081 | 12-18-300-012, 12-18-300-056 12-18-300-064, 12-18-300-065 12-18-300-066, 12-18-300-060, 12-18-300-044 | Cook |
| WA-1D-12-092 | 03-13-510-001 | DuPage |
| WA-2D-12-184 | 03-12-505-004, 03-01-505-004, 03-12-510-001 | DuPage |

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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| WA-2D-12-216 | 03-12-100-002, 03-13-100-017, 03-13-100-021, 03-13-100-022 03-13-100-023, 03-13-100-024, 03-13-100-031 03-13-100-032 03-13-100-033, 03-13-100-037, 03-13-100-038, 03-13-100-040 03-13-100-041, 03-13-100-043, 03-13-100-042, 03-13-100-046 03-13-100-047, 03-13-100-039, 03-13-100-045, 03-13-100-048 03-12-510-001, 03-13-510-001, 03-13-100-009, 03-13-100-010 | DuPage |
| WA-2D-12-218 | 03-01-504-001 08-36-500-021 | DuPage Cook |
| WA-3D-12-002 | 08-36-300-007 | Cook |
| WA-1D-12-022 | 03-24-201-013, 03-24-201-014 | DuPage |
| WA-1D-15-001 | 12-19-100-036 | Cook |
| WA-2D-12-195 | 03-01-509-001, 03-01-509-002, 03-01-100-003 | DuPage |
| WA-3D-12-003 | 08-36-300-009, 08-36-300-012, 08-36-300-013 | Cook |
| WA-3D-12-006 | 08-36-300-010 | Cook |
| WA-3D-16-001 | 09-31-100-004 | Cook |
| WA-1D-12-023 | 03-24-201-019 | DuPage |
| WA-1D-12-024 | 03-24-201-020 | DuPage |
| WA-1D-12-025 | 03-24-201-006, 03-24-201-015 | DuPage |
| WA-1D-12-027 | 12-19-100-066 | Cook |
| WA-1D-12-028 | 12-19-100-065 | Cook |
| WA-1D-12-029 | 12-19-100-084 | Cook |
| WA-1D-12-030 | 12-19-100-083 | Cook |
| WA-1D-12-032 | 12-19-100-096 | Cook |
| WA-1D-12-033 | 12-19-100-112- 1001, 12-19-100-112- 1002 12-19-100-112- 1003, 12-19-100-112- 1004 12-19-100-112- 1005, 12-19-100-112- 1006 | Cook |
| WA-1D-12-034 | 12-19-100-038 | Cook |
| WA-1D-12-035 | 12-19-100-019 | Cook |

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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| WA-1D-12-037 | 12-19-100-026 | Cook |
| WA-1D-12-109 | 12-19-100-078 | Cook |
| WA-1D-12-038 | 12-19-100-028 | Cook |
| WA-3D-12-011 | 08-36-102-046, 08-300-011 | Cook |
| WA-3D-16-900 | THAT PART OF NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF HIGGINS ROAD | Cook |
| WA-3D-12-900 | 08-36-102-045 | Cook |
| EO-1B-15-001 | 03-09-100-019, 03-34-302-012 | DuPage |
| NW-7A-16-001 | 08-35-202-045 | Cook |
| WA-2D-16-001 | 03-01-100-003 | DuPage |
| WA-3D-12-008 | 08-36-102-010, 08-36-102-011, | Cook |
| WA-1D-15-002 | 12-19-400-148, 12-19-400-149 | Cook |
| WA-2D-16-005 | 03-11-404-004, 03-11-404-022, 03-11-404-025 | DuPage |
| WA-3D-12-012 | 08-36-101-012 08-36-102-012, 08-36-102-04 | Cook |
| EO-1B-12-938 | THAT PART OF THE NORTH 50 FEET OF LOTS 23 AND 24 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 14, RECORDED JULY 15, 1946 AS DOCUMENT NUMBER 502063; PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN | DuPage |
| TW-7-12-036 | 15-06-100-034 | Cook |
| WA-1D-12-039 | 12-19-100-031, 12-19-100-043 | Cook |
| WA-1D-12-901 | 12-19-100-037 | Cook |
| WA-3D-12-085 | 08-25-500-001, 08-36-500-002 | Cook |
| NW-7B-12-009 | 08-25-202-005, 08-25-203-005 | Cook |
| NW-7B-12-003 | 08-25-400-006 | Cook |

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| <u>Parcel</u> | <u>PIN NUMBER/OR DESCRIPTION</u> | <u>County</u> |
| NW-7B-12-006 | 08-25-202-006, 08-25-202-013 08-25-202-014, 08-25-202-017, 08-25-202-018 | Cook |
| NW-7B-12-010 | 08-25-202-019 | Cook |
| NW-7B-12-020 | 08-25-400-005 | Cook |
| WA-1D-12-023T | 03-24-201-021 | DuPage |
| WA-1D-12-024T | 03-24-201-022 | DuPage |
| WA-1D-12-027T | 12-19-100-066 | Cook |
| WA-1D-12-028T | 12-19-100-065 | Cook |
| WA-1D-12-029T | 12-19-100-084 | Cook |
| WA-1D-12-030T | 12-19-100-083 | Cook |
| WA-1D-12-032T | 12-19-100-096 | Cook |
| WA-1D-12-103T | 12-19-400-121 | Cook |
| WA-1D-12-116 | 12-30-101-006 | Cook |
| WA-1D-12-117 | 12-30-102-002 | Cook |
| WA-1D-12-119 | 03-13-313-007, 03-13-313-010, 03-13-313-012 | DuPage |
| NW-7A-12-017T | 08-26-411-002 | Cook |
| NW-7A-12-082T | 08-26-411-003, 08-26-411-005 | Cook |
| NW-7A-12-086T | 08-35-203-016, 08-35-203-019 | Cook |
| NW-7A-12-091T | 08-36-100-011 | Cook |
| NW-7A-12-093T | 08-36-100-013 | Cook |
| NW-7A-12-094T | 08-36-100-016 | Cook |
| NW-7A-12-095T | 08-36-100-019 | Cook |
| NW-7A-12-097T | 08-36-101-029, 08-36-101-030 | Cook |
| NW-7A-12-099T | 08-36-101-027 | Cook |
| NW-7A-12-113T | 08-35-201-012, 08-26-410-006 | Cook |

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| <u>Parcel</u> | <u>PIN NUMBER/OR DESCRIPTION</u> | <u>County</u> |
| WA-1D-12-124 | 03-13-324-008, 03-13-402-001 | DuPage |
| WA-1D-12-125 | 03-13-402-002 | DuPage |
| WA-1D-12-126 | 03-13-402-003, 03-24-200-007 | DuPage |
| WA-1D-12-127 | 03-24-200-063 | DuPage |
| WA-1D-12-128 | 03-13-402-004 | DuPage |
| WA-1D-12-129 | 12-19-100-080, 12-19-100-102 | Cook |
| WA-1D-12-130 | 12-19-100-079 | Cook |
| WA-1D-12-134 | 03-13-322-002, 03-13-322-003, 03-13-322-019 | DuPage |
| WA-3D-12-064T | 08-25-301-006 | Cook |
| WA-3D-12-065T | 08-25-301-008, 08-25-301-009, 08-25-301-010 08-25-301-011, 08-25-301-012 | Cook |
| WA-3D-12-079T | 09-30-301-002 | Cook |
| WA-3D-12-080T | 09-30-300-050, 09-30-300-060 | Cook |
| WA-3D-16-001T | 09-31-100-004 | Cook |
| WA-1D-12-025T | 03-24-201-006, 03-24-201-023 | DuPage |
| WA-1D-12-033T | 12-19-100-112-1001, 12-19-100-112-1002 12-19-100-112-1003, 12-19-100-112-1004 12-19-100-112-1005, 12-19-100-112-1006 | Cook |
| WA-1D-12-034T | 12-19-100-038 | Cook |
| WA-1D-12-035T | 12-19-100-019 | Cook |
| WA-1D-12-035T | 12-19-100-026 | Cook |
| WA-1D-12-038T | 12-19-100-028 | Cook |
| WA-1D-12-041T | 12-19-400-159 | Cook |
| WA-1D-12-104T | 12-19-400-120 | Cook |
| WA-1D-12-109T | 12-19-100-078 | Cook |
| WA-1D-12-120 | 03-13-321-001, 03-13-321-002 | DuPage |

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| Parcel | PIN NUMBER/OR DESCRIPTION | | County |
| WA-1D-12-121 | 03-13-323-001 | | DuPage |
| WA-1D-12-122 | 03-13-323-007, 03-13-323-008 | | DuPage |
| WA-1D-12-123 | 03-13-324-001 | | DuPage |
| WA-1D-12-131 | 03-13-320-001 | | DuPage |
| WA-1D-12-132 | 03-13-320-032 | | DuPage |
| WA-1D-12-133 | 03-13-322-001 | | DuPage |
| WA-3D-12-081T | 09-30-300-059 | | Cook |

| Elgin O'Hare Western Access | | ADDED IDENTIFIED PARCELS | |
|------------------------------------|----------------------------------|---------------------------------|---------------|
| Parcel | PIN NUMBER/OR DESCRIPTION | | County |
| NW-7A-12-001T | 08-25-302-001 | | Cook |
| WA-1D-12-108T | 12-19-400-102 | | Cook |

RESOLUTION NO. 22452

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to approve outside counsel’s Trial Report relative to *ISTHA v. Chicago Title Land Trust Company as Successor to Mid Town Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 9, 2001 known as Trust No. 2364*, Case No. 2015 L 050372, an eminent domain matter concerning Tollway parcel WA-1D-12-006, which recommends acceptance of the jury verdict without post-trial motions or appeals.

Resolution

Acceptance of the above-described jury verdict is approved. The General Counsel is authorized to finalize the same consistent with the presentation the Board of Directors in Executive Session. The Chair and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate the resolution of Case No. 2015 L 050372 and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 22453

Background

On March 14, 2022, José Alvarez, The Illinois State Toll Highway Authority’s (“Tollway”) former Executive Director, was separated from the Tollway and thereafter offered to resign. It is in the best interest of the Tollway to accept Mr. Alvarez’s resignation.

Resolution

Acceptance of Mr. Alvarez’s resignation from the Tollway on the terms presented to the Board in Executive Session is approved. The Chair and Chief Executive Officer of the Tollway and the General Counsel are authorized to execute any and all necessary documents to effectuate his resignation and resolve all related legal matters, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: *Anthony Aheir*
Chair

RESOLUTION NO. 22454

Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Employee Assistance Program Services from Perspectives, Ltd. (“Contract No. 18-0089”). It is in the best interest of the Tollway to purchase additional Employee Assistance Program Services from Perspectives, Ltd. by renewing Contract No. 18-0089 and increasing the upper limit of compensation by an amount not to exceed \$63,780.00.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 18-0089 for the purchase of additional Employee Assistance Program Services from Perspectives, Ltd. is approved in an amount not to exceed \$63,780.00, increasing the upper limit of compensation from \$95,670.00 to \$159,450.00. The Chair and Chief Executive Officer of the Tollway or the Tollway’s Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair