

RESOLUTION NO. 22336

Background

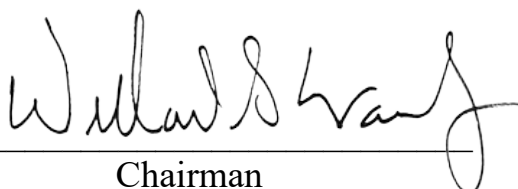
Section 6z-27 of the State Finance Act, 30 ILCS 105/6z-27, provides that the Auditor General of the State of Illinois (“Auditor General”) may bill entities for the cost, incurred on their behalf, of audits, studies and investigations, unless specifically prohibited from doing so under trust fund provisions.

The Office of the Auditor General, in carrying out its statutory duties under the Illinois State Auditing Act, 30 ILCS 5/1-1 *et seq.*, performed an audit of The Illinois State Toll Highway Authority’s (“Tollway”) 2020 financial statements and notified the Tollway of its obligation to pay for such audit.

The Auditor General has determined that, pursuant to 30 ILCS 105/6z-27, the Tollway is responsible to direct the State Comptroller and State Treasurer to request a transfer of \$539,000.00 to the Audit Expense Fund to reimburse the Auditor General for costs of the above-referenced audit allocable to the Tollway.

Resolution

Payment of \$539,000.00 to the Audit Expense Fund to reimburse the Auditor General of the State of Illinois for costs incurred to audit the Tollway’s 2020 financial statements is approved. The Chief Financial Officer is authorized to approve the issuance of warrants or other proper form of intra-agency reimbursement in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22337

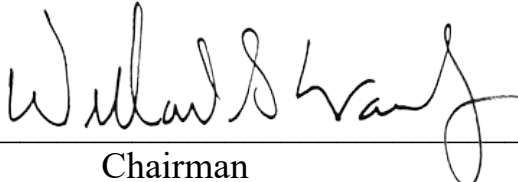
Background

Resolution No. 22029, approved by the Board of Directors of the Authority on May 21, 2020, authorizes the issuance and delivery of one or more series of Additional Senior Bonds (as defined in Resolution No. 22029), in a maximum aggregate principal amount of \$900,000,000, and documentation, acts, undertakings and limitations related thereto, to refund all or portions of the Authority's \$500,000,000 Toll Highway Senior Revenue Bonds, 2013 Series A and \$500,000,000 Toll Highway Senior Revenue Bonds, 2014 Series B, for the purpose of reducing debt service.

Resolution No. 22029 is scheduled to expire on December 31, 2021. It is in the best interest of the Tollway to extend the expiration date of said Resolution.

Resolution

The expiration date of Resolution No. 22029 is hereby extended from December 31, 2021 to December 31, 2022.

Approved by: 
Chairman

RESOLUTION NO. 22338

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Maintenance and Support of Citrix Hardware and Software through the Unified Procurement Program contract with CDW Government LLC (Tollway Contract No. 21-0162) for an upper limit of compensation not to exceed \$148,431.50. These goods and/or services are being obtained pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.*

Resolution

Utilization of the Unified Procurement Program contract with CDW Government LLC for the purchase of Maintenance and Support of Citrix Hardware and Software is approved in an amount not to exceed \$148,431.50. The Chairman and Chief Executive Officer or the Executive Director 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. 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, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 22339

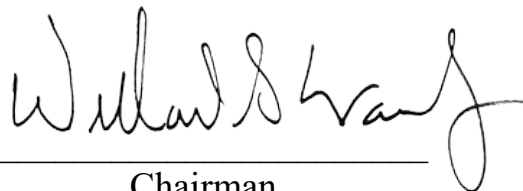
Background

Pursuant to Sole Source Contract (No. 20-0208), The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Infrastructure Management System Services from Great Arc Technologies, Inc. for an upper limit of compensation not to exceed \$1,200,000.00. The Tollway is authorized to procure these goods and/or services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25. The Tollway currently is working with the State’s Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract will be entered only after all predicate steps are successfully completed.

Resolution

The sole source quote from Great Arc Technologies, Inc. for the purchase of Infrastructure Management System Services is accepted. Contract No. 20-0208 is approved in an amount not to exceed \$1,200,000.00, subject to satisfaction of all legal and regulatory requirements necessary to enter into a Sole Source Contract for the procurement. The Chairman 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. 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, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22340

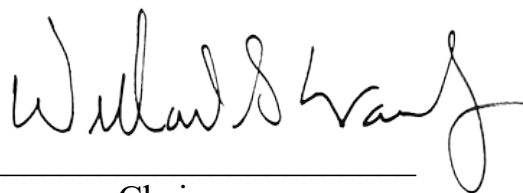
Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Tripwire Software Licenses, Support, Maintenance, and Services. Pursuant to the Tollway’s Invitation for Bid No. 21-0095, the Tollway has determined that Dynamic Interactive Business System Inc. and Alert IT Solutions, Inc. are the lowest responsive and responsible bidders for Tripwire Software Licenses, Support, Maintenance and Services for an aggregate upper limit of compensation not to exceed \$398,413.00 for an initial two-year term and an aggregate amount not to exceed \$234,252.00 for a possible one-year renewal term.

Resolution

The bids from Dynamic Interactive Business System Inc. and Alert IT Solutions, Inc. for the purchase of Tripwire Software Licenses, Support, Maintenance and Services are accepted. Contract No. 21-0095 is approved in an aggregate amount not to exceed \$398,413.00 for an initial two-year term and an aggregate amount not to exceed \$234,252.00 for a possible one-year renewal term. The Chairman 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. 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, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

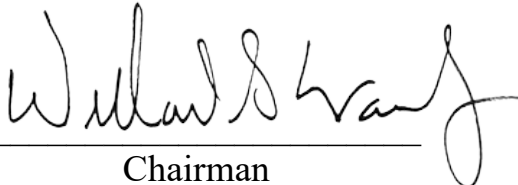
RESOLUTION NO. 22341

Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased EMC Equipment, Maintenance, Support, and Services (“Contract No. 14-0087”) from Sentinel Technologies, Inc. The Tollway requires additional EMC Equipment, Maintenance, Support and Services. It is in the best interest of the Tollway to renew Contract No. 14-0087 and increase the upper limit of compensation by an amount not to exceed \$4,200,000.00.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 14-0087 for the purchase of additional EMC Equipment, Maintenance, Support and Services from Sentinel Technologies, Inc. is approved in an amount not to exceed \$4,200,000.00 (increasing the upper limit of compensation from \$11,875,000.00 to \$16,075,000.00). The Chairman 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. 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, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22342

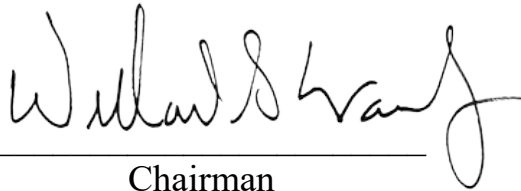
Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Technology Professional Services (“Contract No. 13-0218”) from SDI Presence LLC. The Tollway requires additional Technology Professional Services. It is in the best interest of the Tollway to amend Contract 13-0218 and increase the upper limit of compensation by an amount not to exceed \$1,000,000.00.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 13-0218 for the purchase of additional Technology Professional Services from SDI Presence LLC is approved in an amount not to exceed \$1,000,000.00 (increasing the upper limit of compensation from \$34,284,000.00 to \$35,284,000.00). The Chairman 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. 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, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22343

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4739 for the York Road Rehabilitation on the Elgin O’Hare Western Access (I-490) and IL Route 390 Interchange from Mile Post 3.2 (South Thorndale Avenue) to Mile Post 3.9 (South of Supreme Drive) and Mile Post 16.9 (IL Route 390). The lowest responsive and responsible bidder on Contract No. I-21-4739 is Metromex Contractors, Inc. in the amount of \$165,710.40.

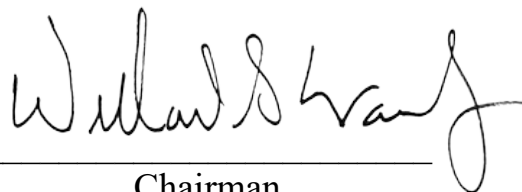
Resolution

Contract No. I-21-4739 is awarded to Metromex Contractors, Inc. in the amount of \$165,710.40, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman 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 Chairman 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: _____



Chairman

RESOLUTION NO. 22344

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4595 for Overhead Sign Structure Repairs on the Jane Addams Memorial Tollway (I-90) from Mile Post 62.0 (Barrington Road) to Mile Post 75.8 (Higgins Road). The lowest responsive and responsible bidder on Contract No. RR-21-4595 is Western Remac, Inc. in the amount of \$1,192,238.60.

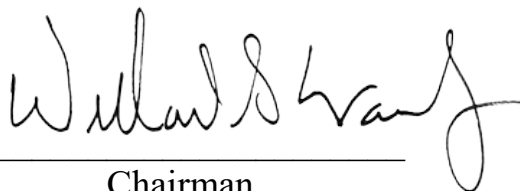
Resolution

Contract No. RR-21-4595 is awarded to Western Remac, Inc. in the amount of \$1,192,238.60, 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 Chairman 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 Chairman 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: _____


Chairman

RESOLUTION NO. 22345

Background

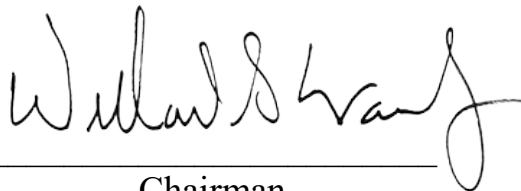
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4738 for Railroad Track Relocation, Retaining Wall Construction and Earthwork Excavation on the Elgin O’Hare Western Access Tollway (I-490), south of Grand Avenue to Irving Park Road (IL 19), Tri-State Tollway (I-294) to Franklin Avenue and Mile Post 5.6 (Touhy Avenue IL 72) to Mile Post 5.75 (Old Higgins Road). The lowest responsive and responsible bidder on Contract No. I-21-4738 is Lorig Construction Company in the amount of \$107,409,756.98.

Resolution

Contract No. I-21-4738 is awarded to Lorig Construction Company in the amount of \$107,409,756.98, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman 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 Chairman 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: 
Chairman

RESOLUTION NO. 22346

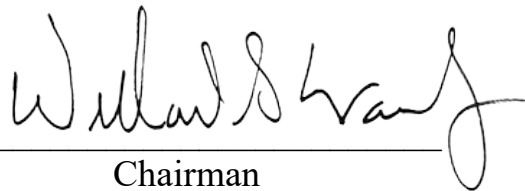
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21826 approved on June 20, 2019, entered into Contract No. RR-18-4445 with W.E. O’Neil Construction Company for M-8 Maintenance Facility and Site Improvements on the Reagan Memorial Tollway (I-88) at Mile Post 117.8 (Mettel Road). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. RR-18-4445, by an amount not to exceed \$395,000.00, to provide for material cost increases. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of compensation on Contract No. RR-18-4445 in an amount not to exceed \$395,000.00.

Resolution

An Extra Work Order in the amount of \$395,000.00 and a commensurate increase in the upper limit of compensation on Contract No. RR-18-4445 (increasing the upper limit of compensation from \$35,941,436.04 to \$36,336,436.04) is approved. The Chairman 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: _____


Chairman

RESOLUTION NO. 22347

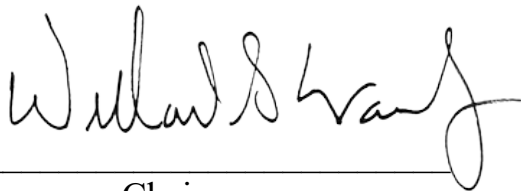
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21981 approved on March 26, 2020, entered into Contract No. RR-19-4503 with Curran Contracting Company for Eastbound Pavement and Structural Preservation and Rehabilitation on the Jane Addams Memorial Tollway (I-90) Mile Post 2.6 (Rockton Road) to Mile Post 18.3 (Kishwaukee River Bridge). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. RR-19-4503, by an amount not to exceed \$259,237.26, to provide for fuel escalation costs allowed under the Contract. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), 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. RR-19-4503 in an amount not to exceed \$259,237.26.

Resolution

A Change Order in the amount of \$259,237.26 and a commensurate increase in the upper limit of compensation on Contract No. RR-19-4503 (increasing the upper limit of compensation from \$4,302,542.20 to \$4,561,779.46) is approved. The Chairman 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: _____



Chairman

RESOLUTION NO. 22348

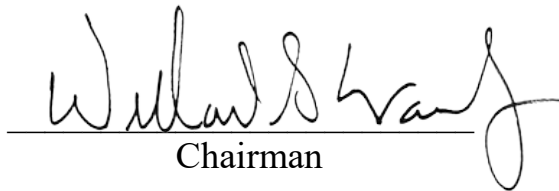
Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Bulk Rock Salt through the Central Management Services (“CMS”) master contracts with Compass Minerals America, Inc., Tollway Contract No. 21-0176, for an upper limit of compensation not to exceed \$4,539,820.80. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Bulk Rock Salt from Compass Minerals America, Inc. is approved in an amount not to exceed \$4,539,820.80. The Chairman 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. 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, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 22349

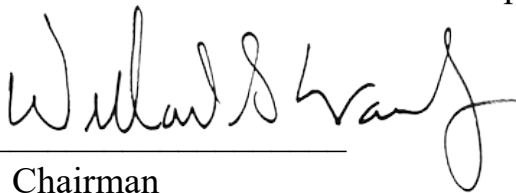
Background

The Illinois Natural History Survey (“INHS”), which is based out of the University of Illinois at Urbana-Champaign (“University”), is the State’s primary natural resource research and survey authority. In 2015, The Illinois State Toll Highway Authority (“Tollway”) and the University entered into an Intergovernmental Agreement (“IGA”) pursuant to which INHS conducts evaluations regarding the presence of state and federal endangered or threatened species on multiple Tollway improvement projects. The IGA will expire on December 31, 2021. The Tollway and the University wish to extend the IGA to December 31, 2026 and add additional tasks. The estimated cost to fund the Project through December 31, 2026 is \$6,226,400.

It is in the best interest of the Tollway to enter into a Third Addendum to the IGA to memorialize the Tollway’s and University’s understandings regarding new and existing studies and continue the current Facilities and Administrative rate.

Resolution

The Acting Chief Engineering Officer and the General Counsel are authorized to negotiate and finalize a Third Addendum between the Tollway and the University in substantially the form attached to this Resolution. The Chairman/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: 
Chairman

**THIRD INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Third Intergovernmental Agreement Addendum (“THIRD ADDENDUM”) is entered into by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, (“UNIVERSITY”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, the ILLINOIS TOLLWAY, and the UNIVERSITY entered into an Intergovernmental Agreement (“AGREEMENT”) on March 24, 2015 (Exhibit A), for the scientists with the Illinois Natural History Survey (“INHS”), which is based out of the UNIVERSITY to evaluate the presence of state and federal endangered or threatened species in association with ILLINOIS TOLLWAY projects (“PROJECT”);

WHEREAS, on May 24, 2019, the ILLINOIS TOLLWAY and the UNIVERSITY entered into a FIRST ADDENDUM of the AGREEMENT (Exhibit B) to extend the termination date of the PROJECT to June 30, 2021, to accommodate shifting demands associated with other ILLINOIS TOLLWAY projects affecting the PROJECT, with no additional cost to the ILLINOIS TOLLWAY;

WHEREAS, on May 19, 2020, the ILLINOIS TOLLWAY and the UNIVERSITY entered into a SECOND ADDENDUM of the AGREEMENT (Exhibit C) to extend the termination date of the PROJECT to December 31, 2021, to accommodate further work to achieve the best possible PROJECT results for the ILLINOIS TOLLWAY, with no additional cost to the ILLINOIS TOLLWAY;

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY approved a 15-year Capital Program, “Move Illinois; *The Illinois Tollway Driving the Future*,” which is scheduled to conclude December 31, 2026 (*Move Illinois*);

WHEREAS, the biological survey and monitoring guidance provided by the UNIVERSITY has allowed the ILLINOIS TOLLWAY to meet environmental requirements for construction projects throughout the *Move Illinois* program;

WHEREAS, the PARTIES desire to further amend and renew the AGREEMENT, extend the termination date of the PROJECT to December 31, 2026, to coincide with the conclusion of the *Move Illinois* program, identify a scope of work for the UNIVERSITY to continue its biological

survey and monitoring efforts, and for the ILLINOIS TOLLWAY to identify funding for continuation of the PROJECT;

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

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the “University of Illinois Act,” 110 ILCS 305/1, *et seq.*, is authorized to enter into this THIRD ADDENDUM;

WHEREAS, a cooperative THIRD ADDENDUM is appropriate and such a THIRD 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:

AGREEMENT

ARTICLE I – SPONSORSHIP/SCOPE

- A. The ILLINOIS TOLLWAY agrees to continue sponsoring the UNIVERSITY in its research, examination, and documentation of the PROJECT.
- B. The scope of PROJECT work shall consist of the components as set forth in the proposal titled “Biological Monitoring Associated with Illinois Tollway Construction Activities (2015-2026)” including new scoped tasks 2022-2026, submitted by Michael J. Dreslik, et al. (“UPDATED PROPOSAL”) incorporated by reference herein as “Exhibit D”.

ARTICLE II – UNIVERSITY TASKS

- A. The new tasks that will be performed by the UNIVERSITY under this THIRD ADDENDUM are outlined and summarized as follows and are detailed in the UNIVERSITY’s UPDATED PROPOSAL:
 - 1. Biotic Surveys and Habitat Quality Evaluations for each ILLINOIS TOLLWAY Toll Highway corridor;
 - 2. Proactive Surveys for Endangered, Threatened, and Rare Species;
 - 3. Targeted Rusty Patch Bumble Bee Surveys;
 - 4. Targeted Potential Bat Roost Surveys;
 - 5. Biotic Stream Assessments.

- B. Tasks performed 2015-2021 and that will continue to be performed by the UNIVERSITY as identified in this THIRD ADDENDUM are outlined and summarized as follows and are detailed in the UNIVERSITY's UPDATED PROPOSAL:
1. Mitigation Bank Monitoring;
 2. Development of Next-Generation Survey Methods Using eDNA;
 3. Mussel Survival Study at the I-90 Kishwaukee River Bridge;
 4. Incidental Surveys and Assessments;
 5. Maintaining a High Level of Specialized Expertise.
- C. The tasks performed shall be in substantial conformance as identified in the UNIVERSITY's UPDATED PROPOSAL.

ARTICLE III – FINANCIAL

- A. It is mutually agreed that the estimated cost to the ILLINOIS TOLLWAY for PROJECT tasks identified and encompassed in Article II.A. of this THIRD ADDENDUM for work beginning January 1, 2022, and ending on or about December 31, 2026, shall not exceed \$6,226,400.
- B. It is mutually agreed that the estimated cost to the ILLINOIS TOLLWAY for the PROJECT tasks identified and encompassed in Article II.B. of this THIRD ADDENDUM, inclusive of all tasks performed between January 1, 2015, and December 31, 2026, shall not exceed \$14,206,303.

ARTICLE IV – TERM and TERMINATION

- A. The tasks identified in this THIRD ADDENDUM shall be performed beginning January 1, 2022 and completed reports on said tasks shall be delivered to the ILLINOIS TOLLWAY no later than December 31, 2026.
- B. In the event of termination prior to completion of the tasks identified in the UPDATED PROPOSAL, the amount due to the UNIVERSITY from the ILLINOIS TOLLWAY shall not exceed \$6,226,400, the total cost set forth above in Article III. The ILLINOIS TOLLWAY shall pay for all costs incurred through the date of termination including all non-cancelable obligations. The UNIVERSITY shall furnish to the ILLINOIS TOLLWAY a final report summarizing the work performed and results thereof, through the date of termination.

ARTICLE V – INSURANCE

- A. The UNIVERSITY shall maintain for the duration of the PROJECT, insurance or self-insurance against claims for injuries to persons or for damage to property that may arise from, or in connection with, the performance of the PROJECT work by the UNIVERSITY or its subcontractor(s). The UNIVERSITY's auto liability coverage is provided through the State of Illinois Auto Liability Self Insurance Plan. Central Management Services (CMS) is the State agency with the responsibility of administering the Plan. The UNIVERSITY's Workers' Compensation and Employer's Liability coverage is provided through the UNIVERSITY's Workers' Compensation Self-Insurance Plan. UNIVERSITY insurance documentation, including General Liability, Excess General Liability, Automobile Liability, and Workers' Compensation Liability, incorporated by reference herein as "Exhibit E".
- B. The ILLINOIS TOLLWAY together with its officials, directors, and employees shall be named as "Additional Insureds" for the commercial general liability coverage, with respect to liability arising out of the PROJECT work or operations performed by or on behalf of the UNIVERSITY. Commercial general liability coverage shall be primary for the Additional Insureds, and they are not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other coverage be primary, contributing or excess. Commercial general liability policy shall contain a waiver of subrogation waiving any right of recovery that the insurance company may have against the ILLINOIS TOLLWAY or any other Additional Insured.
- C. Contractors and Subcontractors: The UNIVERSITY shall require that all contractors and subcontractors that it contracts with directly or indirectly for or related to the PROJECT, if any, shall maintain insurance for commercial general liability, automobile liability, and workers' compensation and employer's liability. The UNIVERSITY, to the best of its ability, shall ensure that the ILLINOIS TOLLWAY, its officers, directors, and employees are included additional insureds on all liability insurance required of contractors and subcontractors.
- D. Other Contracts and Agreements: As part of the PROJECT work or operations performed by or on behalf of the UNIVERSITY there may be other ILLINOIS TOLLWAY contracts, agreements and intergovernmental agreements related to the PROJECT work that require the UNIVERSITY and/or its contractors and subcontractors to include contractors, consultants, agents or other entities as an "additional insured". The ILLINOIS TOLLWAY will endeavor to advise the UNIVERSITY of any such additional insured requirements prior to specific PROJECT work or operations. The UNIVERSITY shall ensure that these contractors, consultants, agents or other entities are included as additional insureds on commercial general liability insurance required the UNIVERSITY and/or its contractors and subcontractors.
- E. Insurance Documentation: The UNIVERSITY shall furnish the ILLINOIS TOLLWAY with certificates of insurance naming applicable additional insured. All insurance documentation must be received and approved by the ILLINOIS TOLLWAY before any work commences. Upon renewal or replacement of coverage, the

UNIVERSITY shall submit to the ILLINOIS TOLLWAY updated insurance documentation evidencing the limits and coverages maintained by the UNIVERSITY. Any failure by the ILLINOIS TOLLWAY to request proof of insurance will not waive the UNIVERSITY's obligation to procure and maintain insurance coverages, and to provide acceptable insurance documentation.

ARTICLE VI – GENERAL PROVISIONS

- A. All provisions contained in the AGREEMENT, the FIRST ADDENDUM and the SECOND ADDENDUM that are not in conflict with this THIRD ADDENDUM shall remain in full force and effect.
- B. In the event there is a conflict between the terms contained in this document and the attached Exhibits, the terms included in this document shall control.
- C. This THIRD ADDENDUM may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- D. It is agreed that the laws of the State of Illinois, except for conflict of law principles, shall apply to this THIRD ADDENDUM and in the event of litigation, venue, and jurisdiction shall lie in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.
- E. The PARTIES shall maintain books and records relating to the performance of this THIRD ADDENDUM. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this THIRD ADDENDUM or completion of the work performed under this THIRD ADDENDUM. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the UNIVERSITY's auditor, the ILLINOIS TOLLWAY'S auditor or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- F. The UNIVERSITY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Illinois Tollway Inspector General ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and to conduct reviews. The UNIVERSITY will fully cooperate in any OIG audit investigation or review and shall not bill the ILLINOIS TOLLWAY for time relating to its cooperation. Cooperation includes (i) providing access to all information and documentation related to the performance of this THIRD ADDENDUM, and (ii) disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this AGREEMENT.

- G. This THIRD ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, electronic signatures, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- H. This THIRD ADDENDUM shall be binding upon and inure to the benefit of the PARTIES only and their respective successors and approved assigns. This THIRD ADDENDUM, including its Exhibits, does not create any other rights, liabilities, causes of action, duties, or responsibilities in any third parties, except as specifically reserved or stated herein.
- I. The information contained in the Recital section of this THIRD ADDENDUM is agreed to and incorporated by reference in this THIRD ADDENDUM.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Avijit Ghosh
Comptroller

Date: _____

Signature of Comptroller Delegate
Paula Jorge, Assistant Director

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Willard S. Evans, Jr.
Chairman and Chief Executive Officer

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Tom Forgue, Assistant Attorney General

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
URBANA-CHAMPAIGN**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 24th day of MARCH AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY to facilitate the free flow of traffic and further the safety to the motoring public, approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improvements to new facilities and improvements to existing facilities along the Toll Highway system and are substantially included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, the ILLINOIS TOLLWAY desires to continue its relationship with the scientists from the Illinois Natural History Survey (INHS) which is based out of the UNIVERSITY to survey the ILLINOIS TOLLWAY's projects to evaluate the presence of state and federal endangered or threatened species assisting with the expediting and fostering environmental approval permitting with the state and federal resource and regulatory agencies by monitoring for listed species in association with the ILLINOIS TOLLWAY projects and conducting biotic and aquatic surveys throughout the ILLINOIS TOLLWAY's system, hereinafter referred to as the "PROJECT"; and

WHEREAS, the UNIVERSITY has demonstrated the necessary expertise and facilities to perform the above services; and

WHEREAS, the UNIVERSITY has submitted a scope of work and budget for the for the first five (5) years to continue their biological survey and monitoring efforts for the PROJECT, hereinafter referred to as the "PROPOSAL", which is attached hereto as "EXHIBIT A"; and

WHEREAS, the ILLINOIS TOLLWAY and the UNIVERSITY by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as 002014-38, desire to determine and establish their respective responsibilities toward monitoring and funding of the PROJECT as proposed; and

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

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the "University of Illinois Act," 110 ILCS 305/1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

ARTICLE I – Sponsorship/Scope

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY in the continuation of their biological survey and monitoring efforts for the PROJECT.
- B. The scope of work consists of the components as set forth in the proposal titled "Biological Monitoring Associated with Illinois Tollway Construction Activities (2015 – 2019)" submitted by Michael J. Dreslik, Chistopher A. Phillips, and John B. Taft (EXHIBIT A).
- C. The UNIVERSITY is to furnish the personnel, materials, services, facilities and equipment for conducting the continuation of their biological survey and monitoring efforts for the ILLINOIS TOLLWAY.

ARTICLE II – Tasks

- A. The tasks as outlined in this AGREEMENT are detailed in the PROPOSAL that is included herein as EXHIBIT A. The schedule for deliverables of any task shall comply with the PROPOSAL included in EXHIBIT A or as required by the ILLINOIS TOLLWAY.
- B. The tasks shall be in substantial conformance with the PROJECT details of the PROPOSAL

ARTICLE III – Expected Outcomes and Benefits

- A. I-90 Improvements
 - The post-construction assessment of the richness and diversity of amphibians, fishes, mussels, and reptiles at stream crossings sampled in 2012 during the pre-construction survey.

B. Illinois Route 53 & Illinois Route 120 Corridors

- Conduct corridor surveys for evaluating the presence of state and federal endangered or threatened species and produce necessary conservation plans if incidental take authorizations are required by the Illinois Department of Natural Resources, should the presence of a listed species be discovered within the corridor.

C. I-355 South Extension

- Provide additional demographic data for the Blanding's Turtle population.

D. I-294 Improvements

- Determine if performance standards relating to vegetation, composition, structure, and integrity are met in four different bioswale designs.
- Complete the final survey for the Eastern Massasauga along the I-294 Corridor in 2015 as required by the conservation plan.
- Determine the floristic quality of the I-294 restoration site.

E. North Chicago Mitigation Site Monitoring

- Determine whether performance standards relating to vegetation composition, diversity, and integrity are met following habitat management.
- Assess the changes in species richness and diversity in 2017-2019 from baseline surveys of amphibian, bird, fish, insect, mammal, mussel, and reptile species conducted in 2015-2016.

ARTICLE IV – Deliverables

- A. The research deliverables will include written reports from the UNIVERSITY to the TOLLWAY documenting the findings from the yearly surveys, assessments and monitoring.

ARTICLE V – Financial terms

- A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT and included in the UNIVERSITY'S PROPOSAL.
- B. The funding for the continuation of the biological survey and monitoring efforts shall be provided directly by the ILLINOIS TOLLWAY to the UNIVERSITY.

- C. The UNIVERSITY will be paid based upon its invoice(s) which shall include a detailed description of the services performed, administration costs of performance, and all other charges as contemplated by this AGREEMENT in substantial conformance with the "BUDGET" included in the PROPOSAL.
- D. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) or cooperating governmental unit(s) to verify performance of the work so invoiced.
- E. It is mutually agreed that the estimated budget shall not exceed \$7,979,903 for the term of this AGREEMENT from January 1, 2015 through December 31, 2019.
- F. To the extent that travel will be required for specific tasks of this AGREEMENT. All travel will be reimbursed according to travel regulations of the UNIVERSITY and in accordance with the PROPOSAL.

ARTICLE VI – Work Product and Documents

- A. The UNIVERSITY shall retain title to equipment and all other items purchased with the funds provided by the ILLINOIS TOLLWAY under this AGREEMENT.
- B. Each PARTY, including its agents and subcontractors to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the other PARTY in the course of carrying out its responsibilities under this AGREEMENT. (Confidential Data). Any form of data resulting from the finished research and development of an innovative structural and material design for CRCP that is generated from any input data of or from the ILLINOIS TOLLWAY shall be considered Confidential Data. For any remaining data, preferably prior to disclosure or transmission of Confidential Data to the receiving PARTY, the disclosing PARTY shall designate the data or information as being confidential. Disclosure of Confidential Data, which shall include, but not be limited to written, oral or visual disclosures, shall not be disclosed except as required by law, without the advanced written approval of the other PARTY. The receiving PARTY must return any and all data collected, maintained, used or resulting from the ILLINOIS TOLLWAY's Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the other PARTY. In the alternative, the receiving PARTY may provide written certification of the destruction of the Confidential Data to the other PARTY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the receiving PARTY's possession prior to its acquisition from the disclosing PARTY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing PARTY; now is or later

becomes publicly known through no breach of confidentiality obligation by the receiving PARTY; or is independently developed by the receiving PARTY without the use or benefit of the disclosing PARTY's confidential information. The confidentiality requirements in this Section will not prohibit the UNIVERSITY for publishing as outlined in ARTICLE VI-E.

- C. If the UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose confidential information. The UNIVERSITY will provide prompt notice to the ILLINOIS TOLLWAY, and will not release any documents until at least five (5) business days after providing the ILLINOIS TOLLWAY with notice.
- D. **OWNERSHIP.** Deliverables are those tangible items and the intangible (intellectual) property identified and included in EXHIBIT A. The UNIVERSITY grants the ILLINOIS TOLLWAY shared ownership of all such work product identified and detailed in EXHIBIT A as a Deliverable.
- E. The UNIVERSITY shall have the right to publish or otherwise disclose the results of the biological survey and monitoring efforts without the ILLINOIS TOLLWAY's approval, except for any Confidential Data as defined in ARTICLE VI-B above. Permitted publications and disclosures resulting from this AGREEMENT shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY.
- F. The UNIVERSITY shall furnish to the ILLINOIS TOLLWAY, no later than the time of the final invoice, or within forty-five (45) days of termination of this AGREEMENT, whichever is earlier, a final technical report summarizing the work performed and the results thereof.

ARTICLE VII – Term and Termination

- A. The tasks shall be performed beginning January 1, 2015 and shall be completed no later than December 31, 2019.
- B. Nothing in this AGREEMENT shall be construed to require the PARTIES to contract for services and studies or to preclude the PARTIES from entering into a subsequent Agreement or Agreements as to some or all of the components of Exhibit A, or for other or different studies, consultations or services in relation to the same subject matter of the biological survey and monitoring efforts.
- C. In the event of any termination prior to completion of the biological survey and monitoring, the amount due to the UNIVERSITY from the ILLINOIS TOLLWAY shall not exceed \$7,979,903, the total cost set forth above in ARTICLE V-E. The ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final report

summarizing the work performed and results thereof, through the date of termination.

ARTICLE VIII – General Provisions

- A. The UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in any project where the ILLINOIS TOLLWAY funds are used in the biological monitoring associated with ILLINOIS TOLLWAY construction activities. Such acknowledgement shall be made in any project reports or presentations.
- B. Neither PARTY will state or imply in any publication, advertisement, or other medium that any product or service bearing the name of the other PARTY, and manufactured, sold or distributed by that PARTY were approved or endorsed by the other PARTY.
- C. Each PARTY shall be responsible for injuries to persons and damages to tangible property to the extent caused by its actions, inactions, errors and omissions, including those of its officers, employees and agents, acting in the scope of their employment or agency in performing this AGREEMENT.
- D. The UNIVERSITY agrees that in the performance of this AGREEMENT for the biological survey and monitoring efforts, the UNIVERSITY including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.
- E. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- F. This AGREEMENT may not be assigned or transferred by either PARTY without the prior written consent of the other PARTY.
- G. 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.
- H. Wherever in this AGREEMENT approval or review by either the UNIVERSITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- I. In the event of a dispute between UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Associate Vice Chancellor for Research, Director of Office of Sponsored Programs and Research Administration of the

UNIVERSITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the biological monitoring associated with ILLINOIS TOLLWAY construction activities, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- J. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- K. Under penalties of perjury, the UNIVERSITY certifies that its correct Federal Tax Identification number is 37-6000511 and it is doing business as a governmental entity, whose mailing address is University of Illinois, c/o Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Research Park, Champaign, Illinois 61820-7406.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by the ILLINOIS TOLLWAY or the UNIVERSITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UNIVERSITY unless such provision is waived in writing.
- O. 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 a court of competent jurisdiction.
- P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the UNIVERSITY:

University of Illinois, c/o Office of
Sponsored Programs and Research
Administration,

1901 South First Street, Suite A,
Champaign, Illinois 61820
Attn: Julie McCabe

- Q. The UNIVERSITY certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- R. The UNIVERSITY certifies that neither the UNIVERSITY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- S. Forced Labor. The UNIVERSITY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the ILLINOIS TOLLWAY under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- T. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the UNIVERSITY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$31,300.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the UNIVERSITY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the UNIVERSITY, the procedures of the ILLINOIS TOLLWAY will be used. The UNIVERSITY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
- U. The UNIVERSITY agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The UNIVERSITY further agrees to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector

General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Walter K. Knorr
Walter K. Knorr, Comptroller

Date: 2/16/15

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Kristi Lafleur
Kristi Lafleur, Executive Director

Date: 3/24/15

By: Michael Colsch
Michael Colsch, Chief of Finance

Date: 3/11/15

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

Date: 3/5/15

Approved as to Form and Constitutionality

Tiffany I. Bohn AAG 2/27/15
Tiffany I. Bohn, Assistant Attorney General, State of Illinois

UNIVERSITY OF ILLINOIS
AT URBANA - CHAMPAIGN

Office of Sponsored Programs
and Research Administration
1901 South First Street, Suite A
Research Park
Champaign, IL 61820



October 30, 2014

Illinois Toll Highway Authority
ATTN: Bryan Wagner
6700 Ogden Avenue
Downers Grove, IL 60515

U of I REF. NO. 2015-01411
TITLE: Biological Monitoring Associated with Illinois Tollway Construction Activities (2015-2019)
AMOUNT : \$ 7,979,903.00
PERIOD: 1/1/15-12/31/19
PRINCIPAL INVESTIGATOR(s): Michael Dreslik
DEPARTMENT: Illinois Natural History Survey
TYPE OF REQUEST: Revision of original proposal transmitted

Enclosed are copies of the above referenced proposal. This proposal has been approved for submission by the proper University administrative official(s).

Your consideration will be appreciated. Any contract or grant supporting the above described project must be issued in the University's corporate name, The Board of Trustees of the University of Illinois, Urbana, Illinois 61801.

Any questions of a non-technical nature regarding this proposal should be addressed to Geoff Dehler at (217) 333-2187:

Sincerely,

A handwritten signature in cursive script that reads "David W. Richardson".

David W. Richardson
Associate Vice Chancellor for Research
Director of Office of Sponsored Programs and Research Administration
University of Illinois at Urbana - Champaign

DWR: GD

Enclosure

cc: Margaret Wingard

University of Illinois
at Urbana-Champaign
Office of Sponsored Programs
and Research Administration

ATTACHMENT TO PROPOSAL TRANSMITTAL LETTER

(The following General Information is provided to assist potential Sponsors. It is recognized some information may not be applicable to this specific proposal and, if inappropriate, should be disregarded.)

1. **The University of Illinois reserves the right to negotiate the terms and conditions of any definitive Contract/Grant which may result from this proposal application. UIUC is a public research university subject to an increasing number of state and federal regulations that are unique to higher education. As a result, most contracts provided by our sponsors require minor revisions before we can legally sign them.**
2. **Any resulting Contract/Grant should be made in the University's legal corporate name, "The Board of Trustees of the University of Illinois", c/o Office of Sponsored Programs & Research Administration, at the address listed below in item 3.**

3. **All contractual correspondence should be mailed to:** **Contractual Signature Authority:**

University of Illinois
Office of Sponsored Programs
& Research Administration (OSPRA)
1901 South First Street, Suite A
Champaign, IL 61820
E-mail: gcoaward@uillinois.edu

Walter K. Knorr, Comptroller

4. **General Information, Mailing Instructions, Representations/Certifications, etc: (217) 333-2187**

Proposals/Contracts/Grants

Lea Hill	(217) 244-7462
Cassie Paul	(217) 244-4765
Kristie Warner	(217) 244-7637

5. **University Contacts related to Proposal Review: PHONE (217) 333-2187 FAX #(217) 239-6830**

Kathy Dams, Assistant Director (217) 244-8212			
Scott Corum	(217) 265-7794	Geoff Dehler	(217) 265-7687
Stephanie Fellmann	(217) 265-7682	Julie McCabe	(217) 244-9029
Holly Mejia	(217) 300-2089	Tim Tufte	(217) 265-7708

6. **Cognizant Federal Admin. Agency:**
Office of Naval Research
230 South Dearborn Avenue, Rm. 380
Chicago, IL 60604-1595
Attn: Administrative Contact
(312) 886-5423; E-Mail: ONR_Chicago@onr.navy.mil

7. **Contract/Grant payments should be mailed to:**
University of Illinois at Urbana-Champaign-Grants & Contracts
PO Box 4610
Springfield, IL 62708-4610
DUNS # 04-154-4081
FEIN # 37-6000.511
Cage Code: 4B808

8. **Authorized Institutional Officials for Submitting Proposal Applications:**
Administrative: Peter Schiffer, Chair
Research Board
Business: David W. Richardson, AVCR/Director, OSPRA

9. **The following research indirect cost rates have been currently negotiated with the Office of Naval Research:**

<u>MTDC Indirect Cost Rate</u>	<u>Graduate Asst. Tuition</u>	<u>Period</u>
58.6%	64.0%	7/1/14 – 6/30/15

Proposal Entitled

**Biological Monitoring Associated with Illinois Tollway
Construction Activities (2015 - 2019)**

For Submission To:

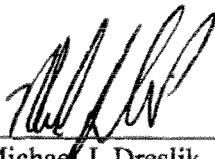
Illinois Toll Highway Authority
ATTN: Bryan Wagner
6700 Ogden Avenue
Downers Grove, Illinois 60515
Email: bwagner@getipass.com

Submitted by:

Michael J. Dreslik, Christopher A. Phillips, and John B. Taft
Prairie Research Institute
Illinois Natural History Survey
1816 South Oak Street
Champaign, IL 61820
Ph. (217) 300-0970
Fax (217) 244-0802

Make Award To: The Board of Trustees of the University of Illinois
c/o Office of Sponsored Programs and
Research Administration
1901 S. First Street, Suite A
Champaign, IL 61820

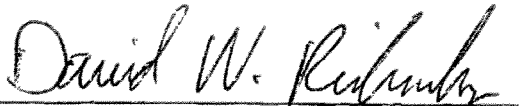
Amount Requested: \$ 7,979,903
Project Period: 1/1/2015 – 12/31/2019



Michael J. Dreslik, Principal Investigator
Illinois Natural History Survey



Geoff Levine, Acting Director
Illinois Natural History Survey



David W. Richardson, AVCR/Director
Sponsored Programs & Research Admin.
University of Illinois



Peter Schiffer
Vice Chancellor for Research
University of Illinois

Biological Monitoring Associated with Illinois Tollway Construction Activities (2015 - 2019)

A Proposal submitted by:

Michael J. Dreslik, Christopher A. Phillips, and John B. Taft

**Illinois Natural History Survey
Prairie Research Institute
University of Illinois Urbana-Champaign
1816 S. Oak Street
Champaign, IL 61820**

SCOPE OF WORK

The Illinois Tollway (Tollway) is undertaking construction of new facilities and improvement of existing facilities following a long-range plan called the “Move Illinois Program”. The Tollway maintains a contract with the Illinois Natural History Survey (INHS) to meet the environmental requirements for construction. From 2015 – 2019, the INHS will continue their biological survey and monitoring efforts for Tollway projects.

PROJECT DETAILS

I-90 IMPROVEMENTS

Post-construction Surveys

We will conduct post-construction and baseline surveys in the corridor for multiple groups of organisms. For post-construction surveys, we will be assessing the richness and diversity of amphibians, fishes, mussels, and reptiles at stream crossings sampled in 2012 during the pre-construction survey (Dreslik *et al.*, 2013). We will conduct the baseline surveys for birds, insects, and mammals (emphasizing bats) within a one-mile buffer of the corridor. The post-construction surveys will be conducted in 2015 and the baseline surveys in 2015 & 2016.

Mussel Survival Study at the I-90 Kishwaukee River Bridge

In May 2013, we captured 100 freshwater mussels representing the two most common species (~ 50 of each) in the Kishwaukee River and released them into an adjacent channel. We have been following their survival for the past two years (Dreslik *et al.*, 2013, 2014). We will continue monitoring survival rates monthly during the warm season. This work will continue from 2015 – 2019 and may potentially expand to include different release methods, variables examined, and sample sizes.

ROUTE 53 & 120 CORRIDORS

Biotic Surveys of Element of Occurrence Records (EORs)

We will conduct field surveys for threatened and endangered species within a one-mile buffer of the Route 53/120 corridors using EOR records from the Illinois Natural Heritage Database. Initial surveys for EOR amphibians, fishes, and reptiles were conducted in 2012 (Dreslik *et al.*, 2013) and in-depth surveys for fishes in the major stream crossings began in 2014. Surveys within the buffer of the corridor will be expanded to include EOR's for birds, insects, mammals, mussels, and plants. From 2015 – 2017, we will conduct a full round of surveys to assess whether threatened and endangered species are present at the EOR locations and/or provide assessments of suitable habitat. Once surveys are completed we will produce the necessary conservation plans if incidental take authorizations are required by the Illinois Department of Natural Resources. Finally, we will conduct additional follow-up surveys and assessments as needed in 2018 & 2019.

I-355 SOUTH EXTENSION

Blanding's Turtle Head-starting Assessment

We will continue to monitor the Blanding's Turtle population and released head-started turtles at the I-355 Des Plaines River bridge. This work continues as a follow-up for the Blanding's Turtle monitoring initiated in 2005 and will provide additional demographic data for the population (Dreslik *et al.*, 2006, 2008, 2011, 2012, 2013). Our monitoring will be biennial occurring in 2015, 2017, and 2019.

I-294 IMPROVEMENTS

Bioswale Monitoring

The goals of this project are to determine if performance standards relating to vegetation composition, structure, and integrity are met in four different bioswale designs. We will sample vegetation during June and September 2015, the fifth full year of monitoring, to determine the effectiveness of bioswale designs for establishing at least 90% vegetation cover. This will be the final year of bioswale monitoring on I-294. As previously (e.g., Taft *et al.* 2014a), we will estimate vegetation cover and plant species richness and integrity with quadrat samples stratified along each bioswale and compile a comprehensive species list for each bioswale. Repeated-measures analysis will be used to examine trends for vegetation performance standards including native species richness, percent cover, and floristic integrity.

Eastern Massasauga Surveys

We will complete the final survey for the Eastern Massasauga along the I-294 Corridor in 2015 as required by the conservation plan. Previous surveys for the Eastern Massasauga were conducted from 2008 – 2010 (Dreslik *et al.*, 2009a, 2010, 2011) and were coupled with a habitat restoration plan (Dreslik *et al.*, 2009b).

Restoration Quality

We will determine the floristic quality of the I-294 restoration site. An initial determination was made one year post-restoration, which indicated Buckthorn re-sprouting was an issue (Dreslik *et al.*, 2010). Because additional habitat has been restored and follow-up management has occurred since 2010, an assessment of the restorations progress is warranted. The assessment will focus on the amount of cover of native and exotic plants and will occur in 2015 and/or 2016.

NORTH CHICAGO MITIGATION BANK MONITORING**Vegetation Monitoring**

The goals of this project are to monitor the vegetation response to shrub and tree removal in a native grassland mosaic including remnant tallgrass prairie. Objectives of the monitoring are to determine whether performance standards relating to vegetation composition, diversity, and integrity are met following habitat management. Management activities thus far have included removal of invasive shrubs and saplings (2010-2011), efforts to control invasive herbaceous species, prescribed fire, and localized seeding enhancements. This monitoring is exclusive to non-wetland habitats. As previously (e.g., Taft et al. 2014b), vegetation trends among recognized vegetation types will be examined with repeated measures analysis.

Organismal Surveys

We will conduct baseline surveys of the mitigation bank to assess richness and diversity of amphibian, bird, fish, insect, mammal, mussel, and reptile species in 2015 – 2016. Once we acquire a baseline and establish a regimented monitoring regime, we will assess the changes in species richness and diversity from 2017 – 2019.

INCIDENTAL SURVEYS AND ASSESSMENTS

Under certain circumstances the additional need for surveys, assessments, and conservation planning associated with Tollway projects may arise during this scope of work. Given that, we will be available to conduct such work as the need arises for amphibians, birds, fish, insects, mammals, mussels, plants, and reptiles.

BUDGET

	2015	2016	2017	2018	2019	Total
SALARIES & WAGES						
Organismal Coordinator - Ph.D.	\$67,000	\$70,350	\$73,868	\$77,561	\$81,439	\$370,217
Malacologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Ichthyologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Ornithologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Mammalogist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Herpetologist - Post Doc.	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282
Entomologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Botanical Coordinator - Ph.D.	\$36,808	\$19,324	----	----	----	\$56,132
Botanist 1 - M.Sc.	\$30,053	\$31,556	----	----	----	\$61,609
Botanist 2 - M.Sc.	\$23,490	\$24,665	----	----	----	\$48,155
G.I.S. Specialist	\$15,000	\$15,750	\$16,538	\$17,364	\$18,233	\$82,884
Support Staff	\$22,000	\$23,100	\$24,255	\$25,468	\$26,741	\$121,564
Outreach/Education/Editorial	\$22,000	\$23,100	\$24,255	\$25,468	\$26,741	\$121,564
Graduate Research Assistant 1 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 2 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 3 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 4 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
GRA 1 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 2 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 3 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 4 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
Non-student hourly	\$85,000	\$89,250	\$93,713	\$98,398	\$103,318	\$469,679
Total Salaries & Wages	\$671,927	\$686,199	\$641,188	\$673,247	\$706,909	\$3,379,470
FRINGE BENEFITS						
Professional @ 39.14%	\$194,272	\$196,422	\$175,197	\$183,956	\$193,154	\$943,001
GRA - ac yr @ 6.19%	\$4,205	\$4,415	\$4,636	\$4,868	\$5,111	\$23,235
GRA - summer (no classes) 13.84%	\$3,134	\$3,291	\$3,455	\$3,628	\$3,809	\$17,317
Non-student hourly @ 7.80%	\$6,630	\$6,962	\$7,310	\$7,675	\$8,059	\$36,635
Total Fringe Benefits	\$208,241	\$211,089	\$190,597	\$200,127	\$210,133	\$1,020,188
Total Salaries, Wages, & Fringe Benefits	\$880,168	\$897,288	\$831,785	\$873,374	\$917,043	\$4,399,658
TRAVEL						
Out of state	\$78,750	\$82,688	\$86,822	\$91,163	\$95,722	\$435,145
In state	\$171,250	\$179,812	\$188,803	\$198,243	\$208,155	\$946,263
Total Travel	\$250,000	\$262,500	\$275,625	\$289,406	\$303,877	\$1,381,408
MATERIALS & SUPPLIES						
General	\$130,000	\$136,500	\$143,325	\$150,491	\$158,016	\$718,332
Total Materials & Supplies	\$130,000	\$136,500	\$143,325	\$150,491	\$158,016	\$718,332
CONTRACTUAL SERVICES						
General	\$90,000	\$94,500	\$99,225	\$104,186	\$109,396	\$497,307
Total Contractual Services	\$90,000	\$94,500	\$99,225	\$104,186	\$109,396	\$497,307
EQUIPMENT (each item \$5000+)	\$150,000	\$25,000	\$26,250	\$27,563	\$28,941	\$257,753
Total Direct Costs	\$1,500,168	\$1,415,788	\$1,376,210	\$1,445,020	\$1,517,271	\$7,254,457
F&A (10%)	\$150,017	\$141,579	\$137,621	\$144,502	\$151,727	\$725,446
Total Proposed Project Budget	\$1,650,184	\$1,557,367	\$1,513,831	\$1,589,522	\$1,668,998	\$7,979,903

BUDGET JUSTIFICATION

SALARY, WAGES, FRINGE BENEFITS

Funds are requested to support ten biologists, four graduate students, and four field assistants. Funds will also provide partial support for GIS and editorial staff. Employees are full and part-time salaried scientists, graduate students, and hourly employees. All fringe benefit rates are in accordance with University mandates and are assessed at 39.14% for salaried staff, 7.80% for hourly staff, 6.19% for graduate students during the academic year, and 13.84% for graduate students during the summer.

Dr. Michael Dreslik, PI, will function as the coordinator of the project, conduct fieldwork, supervise employees, oversee data collection and management, and aid in generating all reports. An 80% portion of Dr. Dreslik's salary and fringe benefits are requested in this proposal.

Dr. Chris Phillips, co-PI, will function as the coordinator and facilitator for the organismal (vertebrate and invertebrate) component of the project. Responsibilities include supervising report production and supervising staff. Dr. Phillip's time is at no cost to the agency.

Dr. John Taft, co-PI, will function as the coordinator for the Terrestrial and Bioswale Monitoring component of the project and overseeing botanical surveys of the proposed Route 53/120 corridor. His commitment will include fieldwork and supervision and coordination of staff involved in vegetation monitoring and surveys, and writing final reports. A 50% portion of Dr. Taft's salary and fringe benefits are requested in this proposal for 2015, and 25% portion of the 2016 salary.

MATERIALS AND SUPPLIES

This project will require field supplies such as weatherproof paper, batteries, vegetation sampling equipment, poles for transects and all other supplies necessary to conduct the projects. The project will also require general consumable office supplies such as printer cartridges, miscellaneous office supplies, and all other supplies necessary to conduct the projects.

TRAVEL

Travel expenses for this project will be for per diem and lodging, and travel to and from field sites and to national meetings or conferences to present the project's results. Expenses will include; mileage expenses while using state, leased, or personal vehicles, fuel and maintenance (includes tires, alignments, rotations, and other automobile repairs) of vehicles purchased with Tollway funds, and airfare.

CONTRACTUAL SERVICES

Auto insurance for vehicles purchased with Tollway funds, computer software, printing and duplicating costs associated with report writing and publication of results in the peer-reviewed literature (page charges, reprints), and registration to national meetings and conferences to report the results of the research are included here.

EQUIPMENT

Equipment funds will be to purchase a new vehicles and boats in 2015 as needed for this project. This project will also require the purchase of items such as electroshocking equipment. In subsequent years, other equipment may be required.

FACILITIES AND ADMINISTRATION (F & A)

10% is assessed on the Total Direct Cost.

LITERATURE CITED

- Dreslik, M. J. and C. A. Phillips. 2006. Monitoring results for the threatened Blanding's turtle (*Emydoidea blandingii*) in the Interstate I-355 south extension (FAP 340) corridor. Illinois Natural History Survey, Center for Biodiversity, Technical Report 2006(1):1-31.
- Dreslik, M. J., C. A. Phillips, and W. J. Banning. 2008. Monitoring of the Blanding's turtle (*Emydoidea blandingii*) at the I-355 Des Plaines River bridge crossing: construction phase. Illinois Natural History Survey Technical Report 2008(11):1-63.
- Dreslik, M. J. and C. A. Phillips. 2009a. Survey for the Eastern Massasauga rattlesnake along the I-294 construction zone, 2008 field season. Illinois Natural History Survey Technical Report 2009(3):1-11.
- Dreslik, M. J. and C. A. Phillips. 2009b. Terrestrial habitat restoration plan for Dam 1 and Portwine Woods Forest Preserves, Cook County, Illinois. Illinois Natural History Survey Technical Report 2009(9):1-43.
- Dreslik, M. J., N. K. Marioni, W. J. Banning, and C. A. Phillips. 2010. Monitoring of the Blanding's Turtle (*Emydoidea blandingii*) at the I-355 Des Plaines River Bridge Crossing: Phase III – Post-Construction Monitoring. Illinois Natural History Survey Technical Report 2010(2):1-153.
- Dreslik, M. J., D. B. Wiley, W. C. Handel, and C. A. Phillips. 2010. Survey for the Eastern Massasauga along the I-294 Construction Zone, Year 2 Search Effort – 2009 Field Season. Illinois Natural History Survey Technical Report 2010(3):1-14.
- Dreslik, M. J., W. J. Banning, N. K. Marioni, and C. A. Phillips. 2011. Monitoring of the Blanding's Turtle (*Emydoidea blandingii*) at the I-355 Des Plaines River bridge crossing: Final Report. Illinois Natural History Survey Technical Report. 2011(3):1-237.
- Dreslik, M. J., D. B. Wylie, W. C. Handel, and C. A. Phillips. 2011. Survey for the Eastern Massasauga along the I-294 construction zone, Year 3 search effort and summary of 2008 – 2010 search effort. Illinois Natural History Survey Technical Report. 2011(2):1-16.
- Dreslik, M. J., C. A. Phillips., A. R. Kuhns, and W. J. Anthonysamy-Banning. 2012. Lessons learned from the herpetological monitoring of Illinois Toll Highway Authority related projects. Illinois Natural History Survey Technical Report. 2012(5):1-15.
- Dreslik, M. J., C. A. Phillips, J. S. Tiemann, S. J. Wylie, and S. M. Jaworski. 2013. Aquatic surveys of the I-90 corridor from Illinois Route 47 to the Kishwaukee River crossing. Illinois Natural History Survey Technical Report. 2013(3):1-38.
- Dreslik, M. J. C. A. Phillips, and J. S. Tiemann. 2014. Annual report of organismal surveys and monitoring for Illinois State Toll Highway Authority Activities – 2013. Illinois Natural History Survey Technical Report. 2014(8):1-35.
- Taft, J. B., C. Carroll-Cunningham, H. L. Grant. 2014a. Year 2013 Results from Vegetation Monitoring in 20 Constructed Bioswales along Interstate 294, from Touhy Avenue to Lake-Cook Road in Cook County, IL. INHS Technical Report 2014(5):1-49.

Taft, J. B., C. Carroll-Cunningham, H. L. Grant. 2014b. Results from 2013 vegetation monitoring in prairie and old field habitats following shrub removal at the North Chicago Wetland Mitigation Site, Lake County, Illinois. INHS Technical Report 2014(13):1–48.

Board Meeting
February 2015
Legal Department



Item Number: 6.4/6
Activity Type: Resolution

Intergovernmental Agreement

Contract #: N/A

Description: An Intergovernmental Agreement with the University of Illinois (Illinois Natural History Survey)

Background: The Tollway recently approved a 15 year Capital Program, "Move Illinois: *The Illinois Tollway Driving the Future*," which includes improvements to new facilities and improvements to existing facilities along the Toll Highway system and are substantially included in multiple Tollway construction contract(s).

The Tollway desires to continue its relationship with the scientists from the Illinois Natural History Survey (INHS) which is based out of the University to survey the Tollway's projects to evaluate the presence of state and federal endangered or threatened species, assist with the expediting and fostering environmental approval permitting with the state and federal resource and regulatory agencies by monitoring for listed species in association with the Tollway projects, and conduct biotic and aquatic surveys throughout the Tollway's system.

Amount: The Tollway agrees to pay all related costs. The estimated budget shall not exceed \$7,979,903 for the term of this Agreement from January 1, 2015 through December 31, 2019.

NEEDS PIR

RR-15-4229

Board Meeting
February 2015
Legal Department



Item Number: 6.4/6

Activity Type: Resolution

Intergovernmental Agreement

Project or Annual Budget Detail

Intergovernmental Agreement with University of Illinois (Illinois History Survey)

Category	Project Budget	IGA Agreement	Within Budget Limits	Adjustment
Systemwide Move Illinois 002014-38	\$0	\$7,979,903	No	\$7,979,903

Funded from:

Category	Project Budget	Adjustment	Budget Remain
Systemwide - Program Support Move Illinois MI-SW-10	\$45,031,407	(\$7,979,903)	\$37,051,504

Comments:

The cost of the Agreement will be funded by the Systemwide Program Support sub-corridors budget totaling \$45,031,407.

Diversity Program Detail

Intergovernmental Agreement with the University of Illinois (Illinois Natural History Survey)

Vendor	Certification	% of Committed Goal	Ethnic Group	Gender
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Comments:

BEP Goal is not applicable.

LEADS
PIR

2/26/15

6.4/6

RESOLUTION NO. 20623

Background

It is in the best interest of the Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement with the University of Illinois ("University") to continue its relationship with the scientists from the Illinois Natural History Survey which is based out of the University to survey the Tollway's projects to evaluate the presence of state and federal endangered or threatened species, assist with the expediting and fostering environmental approval permitting with the state and federal resource and regulatory agencies by monitoring for listed species in association with Tollway projects, and conduct biotic and aquatic surveys throughout the Tollway's system. The estimated cost for a five-year term is \$7,979,903.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the University of Illinois in substantially the form attached to this Resolution, which will be for a five-year term in an amount not to exceed \$7,979,903. The Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____
Chair

U of I Use Only

PI Name: Michael Dreslik

Project Title : Biological Monitoring Associated with Illinois Tollway Construction Activities
(2015-2019)

STATE OF ILLINOIS
SPONSORED PROJECT
REQUEST FOR ADDITIONAL INFORMATION

The following information is requested to enable the University of Illinois to comply with State Reporting (Comptroller) and Federal Auditing (OMB Circular A-133) requirements.

- 1) Please provide the contract number, grant number, or description exactly as your agency would like it to appear on any correspondence (including billings and audit confirmations) involving this award. (Please limit to 16 characters including spaces) RR-15-4228

- 2) Please provide the Comptroller's Uniform Statewide Accounting System (CUSAS) Fund numbers for the fund (s) from which this award will be paid.
455 55701 7900 0155

- 3) Please provide your CUSAS Agency Code 557

- 4) This sponsored agreement is considered (check one) ;

☐ An award

☐ Contract for Services

- 5) Does this sponsored agreement meet the definition of Federal Financial Assistance contained in OMB Circular A-133? ☐ yes ☒ no

If yes,

- A) The name of the Federal Agency providing funds.

- B) The federal percentage of amount awarded by your agency to fund this project. _____

- *****Special** C) **Catalog of Federal Domestic Assistance (CFDA) Number**

- 6) Individual completing this form:

Name of Individual BRYAN WAGNER

Telephone Number (630) 241-6800 x 3872

** Please return complete form with signed copy of the Agreement.

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This First Intergovernmental Agreement Addendum ("FIRST ADDENDUM") is entered into by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, and the UNIVERSITY entered into an Intergovernmental Agreement ("AGREEMENT") on March 24, 2015 (Exhibit A) for the UNIVERSITY to evaluate the presence of state and federal endangered or threatened species in association with ILLINOIS TOLLWAY projects ("PROJECT"); and

WHEREAS, the cost for this PROJECT is not to exceed \$7,979,903, and the termination date for this PROJECT is established as December 31, 2019, and the UNIVERSITY requests extending the PROJECT termination date to June 30, 2021 to accommodate shifting demands associated with other ILLINOIS TOLLWAY projects affecting the PROJECT, with no additional cost to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY agrees to this request to extend the PROJECT termination date to June 30, 2021 at no additional cost; and

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

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the "University of Illinois Act," 110 ILCS 305/1 is authorized to enter into this FIRST ADDENDUM; and

WHEREAS, a cooperative FIRST ADDENDUM is appropriate and such a FIRST 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:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.
- B. Article V, Paragraph E of the AGREEMENT is hereby stricken and replaced with the following:

“E. It is mutually agreed that the estimated budget shall not exceed \$7,979,903 for the term of this AGREEMENT from January 1, 2015 through June 30, 2021.”
- C. Article VII, Paragraph A of the AGREEMENT is hereby stricken and replaced with the following:

“A. The tasks shall be performed beginning January 1, 2015 and shall be completed no later than June 30, 2021.”
- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- E. This FIRST ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- F. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- G. The information contained in the Recital section this FIRST ADDENDUM is agreed to and incorporated in this FIRST ADDENDUM.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Avijit Ghosh
Avijit Ghosh
Comptroller

Date: 02/24/19

Paula Jorge
Signature of Comptroller Delegate
Paula Jorge, Assistant Director

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Jose R. Alvarez
Jose R. Alvarez
Executive Director

Date: May 24, 2019

Approved as to Form and Constitutionality

Robert T. Lane 5-24-19
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

**SECOND INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Second Intergovernmental Agreement Addendum ("SECOND ADDENDUM") is entered into by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, and the UNIVERSITY entered into an Intergovernmental Agreement ("AGREEMENT") on March 24, 2015 (Exhibit A) for the UNIVERSITY to evaluate the presence of state and federal endangered or threatened species in association with ILLINOIS TOLLWAY projects ("PROJECT"); and

WHEREAS, on May 24, 2019, the ILLINOIS TOLLWAY and the UNIVERSITY entered into a FIRST ADDENDUM of the AGREEMENT (Exhibit B) to extend the termination date of the PROJECT to June 30, 2021, to accommodate shifting demands associated with other ILLINOIS TOLLWAY projects affecting the PROJECT, with no additional cost to the ILLINOIS TOLLWAY; and

WHEREAS, the cost for this PROJECT is not to exceed \$7,979,903.00, and the termination date for this PROJECT is established as June 30, 2021. Due to additional shifting demands associated with focal ILLINOIS TOLLWAY projects affecting the PROJECT, and reallocation of UNIVERSITY resources, the UNIVERSITY requests extending the PROJECT termination date to December 31, 2021 to achieve the best possible PROJECT results for the ILLINOIS TOLLWAY, with no additional cost to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY agrees to this request to extend the PROJECT termination date to December 31, 2021 at no additional cost; and

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

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the "University of Illinois Act," 110 ILCS 305/1 is authorized to enter into this SECOND ADDENDUM; and

WHEREAS, a cooperative SECOND ADDENDUM is appropriate and such a SECOND 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:

AGREEMENT

- A. The PARTIES agree to all the responsibilities enumerated in the AGREEMENT, and the FIRST ADDENDUM.
- B. Consistent with the terms of the AGREEMENT, and the FIRST ADDENDUM, the estimated budget for this PROJECT shall not exceed \$7,979,903.00.
- C. As described in the AGREEMENT, and FIRST ADDENDUM, the tasks performed for this PROJECT shall be completed no later than December 31, 2021.
- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- E. This SECOND ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- F. This SECOND ADDENDUM shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- G. The information contained in the Recital section of this SECOND ADDENDUM is agreed to and incorporated in this SECOND ADDENDUM.

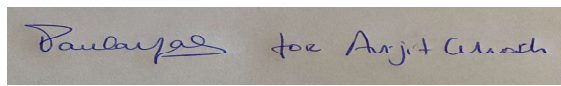
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IN WITNESS THEREOF, the PARTIES have executed this SECOND ADDENDUM on the dates indicated.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Avijit Ghosh
Avijit Ghosh
Comptroller

Date: 05/18/2020



Signature of Comptroller Delegate
Paula Jorge, Assistant Director

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: ~~Jose R. Alvarez~~ Jose Alvarez (May 19, 2020 09:33 CDT)
José R. Alvarez
Executive Director

Date: 05/19/2020

Approved as to Form and Constitutionality

Robert Lane, A.A.G.
Robert Lane, A.A.G. (May 18, 2020)

05/18/2020

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

Exhibit A

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
URBANA-CHAMPAIGN**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 24TH day of MARCH AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY to facilitate the free flow of traffic and further the safety to the motoring public, approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improvements to new facilities and improvements to existing facilities along the Toll Highway system and are substantially included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, the ILLINOIS TOLLWAY desires to continue its relationship with the scientists from the Illinois Natural History Survey (INHS) which is based out of the UNIVERSITY to survey the ILLINOIS TOLLWAY's projects to evaluate the presence of state and federal endangered or threatened species assisting with the expediting and fostering environmental approval permitting with the state and federal resource and regulatory agencies by monitoring for listed species in association with the ILLINOIS TOLLWAY projects and conducting biotic and aquatic surveys throughout the ILLINOIS TOLLWAY's system, hereinafter referred to as the "PROJECT"; and

WHEREAS, the UNIVERSITY has demonstrated the necessary expertise and facilities to perform the above services; and

WHEREAS, the UNIVERSITY has submitted a scope of work and budget for the for the first five (5) years to continue their biological survey and monitoring efforts for the PROJECT, hereinafter referred to as the "PROPOSAL", which is attached hereto as "EXHIBIT A"; and

WHEREAS, the ILLINOIS TOLLWAY and the UNIVERSITY by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as 002014-38, desire to determine and establish their respective responsibilities toward monitoring and funding of the PROJECT as proposed; and

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

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the "University of Illinois Act," 110 ILCS 305/1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

ARTICLE I – Sponsorship/Scope

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY in the continuation of their biological survey and monitoring efforts for the PROJECT.
- B. The scope of work consists of the components as set forth in the proposal titled "Biological Monitoring Associated with Illinois Tollway Construction Activities (2015 – 2019)" submitted by Michael J. Dreslik, Chistopher A. Phillips, and John B. Taft (EXHIBIT A).
- C. The UNIVERSITY is to furnish the personnel, materials, services, facilities and equipment for conducting the continuation of their biological survey and monitoring efforts for the ILLINOIS TOLLWAY.

ARTICLE II – Tasks

- A. The tasks as outlined in this AGREEMENT are detailed in the PROPOSAL that is included herein as EXHIBIT A. The schedule for deliverables of any task shall comply with the PROPOSAL included in EXHIBIT A or as required by the ILLINOIS TOLLWAY.
- B. The tasks shall be in substantial conformance with the PROJECT details of the PROPOSAL

ARTICLE III – Expected Outcomes and Benefits

- A. I-90 Improvements
 - The post-construction assessment of the richness and diversity of amphibians, fishes, mussels, and reptiles at stream crossings sampled in 2012 during the pre-construction survey.

B. Illinois Route 53 & Illinois Route 120 Corridors

- Conduct corridor surveys for evaluating the presence of state and federal endangered or threatened species and produce necessary conservation plans if incidental take authorizations are required by the Illinois Department of Natural Resources, should the presence of a listed species be discovered within the corridor.

C. I-355 South Extension

- Provide additional demographic data for the Blanding's Turtle population.

D. I-294 Improvements

- Determine if performance standards relating to vegetation, composition, structure, and integrity are met in four different bioswale designs.
- Complete the final survey for the Eastern Massasauga along the I-294 Corridor in 2015 as required by the conservation plan.
- Determine the floristic quality of the I-294 restoration site.

E. North Chicago Mitigation Site Monitoring

- Determine whether performance standards relating to vegetation composition, diversity, and integrity are met following habitat management.
- Assess the changes in species richness and diversity in 2017-2019 from baseline surveys of amphibian, bird, fish, insect, mammal, mussel, and reptile species conducted in 2015-2016.

ARTICLE IV – Deliverables

- A. The research deliverables will include written reports from the UNIVERSITY to the TOLLWAY documenting the findings from the yearly surveys, assessments and monitoring.

ARTICLE V – Financial terms

- A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT and included in the UNIVERSITY'S PROPOSAL.
- B. The funding for the continuation of the biological survey and monitoring efforts shall be provided directly by the ILLINOIS TOLLWAY to the UNIVERSITY.

- C. The UNIVERSITY will be paid based upon its invoice(s) which shall include a detailed description of the services performed, administration costs of performance, and all other charges as contemplated by this AGREEMENT in substantial conformance with the "BUDGET" included in the PROPOSAL.
- D. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) or cooperating governmental unit(s) to verify performance of the work so invoiced.
- E. It is mutually agreed that the estimated budget shall not exceed \$7,979,903 for the term of this AGREEMENT from January 1, 2015 through December 31, 2019.
- F. To the extent that travel will be required for specific tasks of this AGREEMENT. All travel will be reimbursed according to travel regulations of the UNIVERSITY and in accordance with the PROPOSAL.

ARTICLE VI – Work Product and Documents

- A. The UNIVERSITY shall retain title to equipment and all other items purchased with the funds provided by the ILLINOIS TOLLWAY under this AGREEMENT.
- B. Each PARTY, including its agents and subcontractors to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the other PARTY in the course of carrying out its responsibilities under this AGREEMENT. (Confidential Data). Any form of data resulting from the finished research and development of an innovative structural and material design for CRCP that is generated from any input data of or from the ILLINOIS TOLLWAY shall be considered Confidential Data. For any remaining data, preferably prior to disclosure or transmission of Confidential Data to the receiving PARTY, the disclosing PARTY shall designate the data or information as being confidential. Disclosure of Confidential Data, which shall include, but not be limited to written, oral or visual disclosures, shall not be disclosed except as required by law, without the advanced written approval of the other PARTY. The receiving PARTY must return any and all data collected, maintained, used or resulting from the ILLINOIS TOLLWAY's Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the other PARTY. In the alternative, the receiving PARTY may provide written certification of the destruction of the Confidential Data to the other PARTY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the receiving PARTY's possession prior to its acquisition from the disclosing PARTY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing PARTY; now is or later

becomes publicly known through no breach of confidentiality obligation by the receiving PARTY; or is independently developed by the receiving PARTY without the use or benefit of the disclosing PARTY's confidential information. The confidentiality requirements in this Section will not prohibit the UNIVERSITY for publishing as outlined in ARTICLE VI-E.

- C. If the UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose confidential information. The UNIVERSITY will provide prompt notice to the ILLINOIS TOLLWAY, and will not release any documents until at least five (5) business days after providing the ILLINOIS TOLLWAY with notice.
- D. **OWNERSHIP.** Deliverables are those tangible items and the intangible (intellectual) property identified and included in EXHIBIT A. The UNIVERSITY grants the ILLINOIS TOLLWAY shared ownership of all such work product identified and detailed in EXHIBIT A as a Deliverable.
- E. The UNIVERSITY shall have the right to publish or otherwise disclose the results of the biological survey and monitoring efforts without the ILLINOIS TOLLWAY's approval, except for any Confidential Data as defined in ARTICLE VI-B above. Permitted publications and disclosures resulting from this AGREEMENT shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY.
- F. The UNIVERSITY shall furnish to the ILLINOIS TOLLWAY, no later than the time of the final invoice, or within forty-five (45) days of termination of this AGREEMENT, whichever is earlier, a final technical report summarizing the work performed and the results thereof.

ARTICLE VII – Term and Termination

- A. The tasks shall be performed beginning January 1, 2015 and shall be completed no later than December 31, 2019.
- B. Nothing in this AGREEMENT shall be construed to require the PARTIES to contract for services and studies or to preclude the PARTIES from entering into a subsequent Agreement or Agreements as to some or all of the components of Exhibit A, or for other or different studies, consultations or services in relation to the same subject matter of the biological survey and monitoring efforts.
- C. In the event of any termination prior to completion of the biological survey and monitoring, the amount due to the UNIVERSITY from the ILLINOIS TOLLWAY shall not exceed \$7,979,903, the total cost set forth above in ARTICLE V-E. The ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final report

summarizing the work performed and results thereof, through the date of termination.

ARTICLE VIII – General Provisions

- A. The UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in any project where the ILLINOIS TOLLWAY funds are used in the biological monitoring associated with ILLINOIS TOLLWAY construction activities. Such acknowledgement shall be made in any project reports or presentations.
- B. Neither PARTY will state or imply in any publication, advertisement, or other medium that any product or service bearing the name of the other PARTY, and manufactured, sold or distributed by that PARTY were approved or endorsed by the other PARTY.
- C. Each PARTY shall be responsible for injuries to persons and damages to tangible property to the extent caused by its actions, inactions, errors and omissions, including those of its officers, employees and agents, acting in the scope of their employment or agency in performing this AGREEMENT.
- D. The UNIVERSITY agrees that in the performance of this AGREEMENT for the biological survey and monitoring efforts, the UNIVERSITY including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.
- E. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- F. This AGREEMENT may not be assigned or transferred by either PARTY without the prior written consent of the other PARTY.
- G. 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.
- H. Wherever in this AGREEMENT approval or review by either the UNIVERSITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- I. In the event of a dispute between UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Associate Vice Chancellor for Research, Director of Office of Sponsored Programs and Research Administration of the

UNIVERSITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the biological monitoring associated with ILLINOIS TOLLWAY construction activities, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- J. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- K. Under penalties of perjury, the UNIVERSITY certifies that its correct Federal Tax Identification number is 37-6000511 and it is doing business as a governmental entity, whose mailing address is University of Illinois, c/o Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Research Park, Champaign, Illinois 61820-7406.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by the ILLINOIS TOLLWAY or the UNIVERSITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UNIVERSITY unless such provision is waived in writing.
- O. 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 a court of competent jurisdiction.
- P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the UNIVERSITY:

University of Illinois, c/o Office of
Sponsored Programs and Research
Administration,

1901 South First Street, Suite A,
Champaign, Illinois 61820
Attn: Julie McCabe

- Q. The UNIVERSITY certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- R. The UNIVERSITY certifies that neither the UNIVERSITY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- S. Forced Labor. The UNIVERSITY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the ILLINOIS TOLLWAY under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- T. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the UNIVERSITY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$31,300.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the UNIVERSITY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the UNIVERSITY, the procedures of the ILLINOIS TOLLWAY will be used. The UNIVERSITY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
- U. The UNIVERSITY agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The UNIVERSITY further agrees to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector

General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Walter K. Knorr
Walter K. Knorr, Comptroller

Date: 2/16/15

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Kristi Lafleur
Kristi Lafleur, Executive Director

Date: 3/24/15

By: Michael Colsch
Michael Colsch, Chief of Finance

Date: 3/11/15

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

Date: 3/5/15

Approved as to Form and Constitutionality

Tiffany I. Bohn AAG 2/27/15
Tiffany I. Bohn, Assistant Attorney General, State of Illinois

Exhibit B

FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

This First Intergovernmental Agreement Addendum ("FIRST ADDENDUM") is entered into by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, and the UNIVERSITY entered into an Intergovernmental Agreement ("AGREEMENT") on March 24, 2015 (Exhibit A) for the UNIVERSITY to evaluate the presence of state and federal endangered or threatened species in association with ILLINOIS TOLLWAY projects ("PROJECT"); and

WHEREAS, the cost for this PROJECT is not to exceed \$7,979,903, and the termination date for this PROJECT is established as December 31, 2019, and the UNIVERSITY requests extending the PROJECT termination date to June 30, 2021 to accommodate shifting demands associated with other ILLINOIS TOLLWAY projects affecting the PROJECT, with no additional cost to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY agrees to this request to extend the PROJECT termination date to June 30, 2021 at no additional cost; and

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

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the "University of Illinois Act," 110 ILCS 305/1 is authorized to enter into this FIRST ADDENDUM; and

WHEREAS, a cooperative FIRST ADDENDUM is appropriate and such a FIRST 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:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.
- B. Article V, Paragraph E of the AGREEMENT is hereby stricken and replaced with the following:

“E. It is mutually agreed that the estimated budget shall not exceed \$7,979,903 for the term of this AGREEMENT from January 1, 2015 through June 30, 2021.”
- C. Article VII, Paragraph A of the AGREEMENT is hereby stricken and replaced with the following:

“A. The tasks shall be performed beginning January 1, 2015 and shall be completed no later than June 30, 2021.”
- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- E. This FIRST ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- F. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- G. The information contained in the Recital section this FIRST ADDENDUM is agreed to and incorporated in this FIRST ADDENDUM.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Avijit Ghosh
Avijit Ghosh
Comptroller

Date: 02/24/19

Paula Jorge
Signature of Comptroller Delegate
Paula Jorge, Assistant Director

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Jose R. Alvarez
Jose R. Alvarez
Executive Director

Date: May 24, 2019

Approved as to Form and Constitutionality

Robert T. Lane 5-24-19
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

Exhibit D

Biological Monitoring Associated with Illinois Tollway Construction Activities (2015 – 2026)

A Proposal submitted by:

Michael J. Dreslik, Anastasia A. Rahlin, Sarah A. Douglass, Tara C. Hohoff, Seth M. LaGrange, Jennifer M. Mui, Janet L. Jarvis, Jason L. Robinson, and Jeremy S. Tiemann

Illinois Natural History Survey
Prairie Research Institute
University of Illinois Urbana-Champaign
1816 S. Oak Street
Champaign, IL 61820

SUMMARIZED REQUEST

Expense Line Item	Original	Supplement	Total
Total Direct Costs	\$7,254,458	\$5,660,363	\$12,914,821
Indirect Costs (F&A 10%)	\$725,445	\$566,037	\$1,291,482
Total Project Costs	\$7,979,903	\$6,226,400	\$14,206,303

SCOPE OF WORK

The Illinois Tollway (Tollway) is undertaking the construction of new facilities and improving existing facilities following a long-range plan called the "Move Illinois Program." The Illinois State Toll Highway Authority (Tollway) will continue work under the "Move Illinois Program" through 2026. Much of the work undertaken is now considered maintenance, including construction for new and necessary facilities to meet traffic demands and improvements of existing facilities. Since 2005, the Tollway has maintained a strong working relationship with the Illinois Natural History Survey (INHS). The work provided by the INHS has allowed the Tollway to meet the environmental requirements for construction. From 2015 – 2021, the INHS continued its biological survey and monitoring efforts for Tollway projects (Mui et al., 2021). The Tollway would like to extend and supplement the contract with the INHS, continuing it through the remainder of the "Move Illinois Program" so environmental requirements for construction are met. From 2022 – 2026, the INHS will continue their biological survey and monitoring efforts for the Tollway using a more proactive approach by assessing each existing corridor's biological resources on a five-year cycle. The INHS will also continue to provide environmental assessments and surveys of mitigation sites and construction sites as needed. Numerous biologically important resources are within the Tollway network's vicinity, including an estimated 977 municipal, county, and state parks and forest preserves totaling ~17,900 ha (44,231 acres) of open lands. Additionally, ~3,300 designated wetlands totaling 7,3374 ha (18,221 acres) occur within one mile of a toll road. Such habitats harbor 562 species of conservation concern with the potential for 20 Federally listed and 164 state-listed species. Thus, the high level of biological resources occurring in the Tollway network's vicinity requires diligent environmental planning and monitoring.

PROJECT DETAILS

NEW SCOPED PROJECTS (2022 – 2026)

BIOTIC SURVEYS AND HABITAT QUALITY EVALUATIONS FOR EACH TOLLWAY CORRIDOR

We will conduct surveys and assessments similar to the work done for the Tri-County Access Project (Dreslik et al., 2019; Rahlin et al., 2020). First, we will produce an initial assessment of the biotic resources present across all Tollway corridors. The initial assessment will use several environmental metrics broadly classified as element-of-occurrence records (EORs) for protected species, the area of protected lands and habitats potentially within a designated buffer, and stream crossings. For two of the Federally protected species, we will assess the amount of Rusty Patched Bumble Bee (RPBB) habitat and estimate the number of potential roost trees for the Northern Long-eared Bat (NLEB). We will draw all of our surveying efforts using a 1 mi environmental assessment buffers (EAB) for all EORs as recommended by the Illinois Department of Natural Resources (IDNR), and a 175 m EAB representing the area around the projected road segment requiring roost tree surveys by the United States Fish and Wildlife Service (USFWS).

For EORs, we will cross the 1 mi EABs of the Tollway's network with the Illinois Natural Heritage Database (INHD, 2020) in ArcGIS. The database serves as the repository for all known localities of Illinois endangered and threatened fauna and flora. We will also assess intersections with protected public lands, including Illinois Nature Preserves (INPC), Illinois State Parks, county-level forest preserves, municipal parks, and public Illinois Natural Areas Inventory (INAI) sites. In addition, we will cross the network with a streams data layer to determine aquatic resources. Similarly, crosses will be made with the 1 mi and 175 m EABs and the USFWS's High and Low RPBB zones. Finally, we will use LiDAR data for the Chicago Region to create a canopy height layer for visual habitat assessments of potential bat roosting trees. For the RPBB and NLEB, surveys will be restricted to public lands within the 175 m EAB.

The process yields 9 environmental metrics:

1. Number of EORs
2. Area of Illinois Nature Preserves
3. Area of county-level forest preserves
4. Area of Illinois State Parks
5. Area of Illinois Natural Areas Inventory Sites
6. Area of RPBB High Zone on public lands
7. Area of RPBB Low Zone on public lands
8. Area of 51%+ Canopy Cover on public lands
9. Number of stream crossings

The above work culminates in a summary and guidance document cataloging the biotic resources for each corridor. Corridors will be surveyed on the following timetable:

- 2022 – Veterans Memorial Tollway (I-355)
- 2023 – Ronald Reagan Memorial Tollway (I-88)
- 2024 – Jane Addams Memorial Tollway (I-90)
- 2025 – Central Tri-State Tollway (I-294/94)
- 2026 – Elgin-O'Hare Tollway (I-390) & Eden's Spur (I-94)

PROACTIVE SURVEYS FOR ENDANGERED, THREATENED, AND RARE SPECIES

The bulk of the INHS' work will be field-based surveys verifying EORs for state-listed species within the Tollway network. Within the 1 mi EAB, there are 562 species or habitats of concern ranging from Federally protected species to IDNR Watch List species (Table 1). Of those, 77 plant species are state-listed, with 5 being Federally protected (Table 1). Another 460 animal species are of conservation concern, with 263 listed as Species of Greatest Conservation Need (SGCN) and 193 on the Watch List (Table 1). Of those 263 SGCN species, 87 are state-listed, 15 are Federally protected (Table 1). According to a recent draw from the IDNR's Illinois Natural Heritage Database (INHD), there are 2,682 individual EORs within the 1 mi EAB (Table 2). Of those, 1,811 are plants, 736 are animals, and 135 are sensitive habitats (Table 2). Thus, there are considerable organismal resources of conservation concern in the vicinity of the network.

Surveys will focus on one or two corridors per year to establish a 5-year reassessment cycle. Such a cycle ensures recent surveys have been conducted to advance any improvement activities and reduce the need for lengthy environmental consultation. All field surveys for endangered and threatened species will be conducted within the 1 mi EAB buffer using EOR records from the INHD. Surveys will cover EORs for amphibians, aquatic snails, bats, bumble bees, birds, butterflies, mammals, moths, mussels, plants, and reptiles. We will provide immediate technical memoranda when EORs are located and a full annual report of all findings. We will also provide distributional and occurrence information for any SGCN or Watch List species (IDNR, 2015) encountered for Tollway and IDNR records.

TARGETED RUSTY PATCHED BUMBLE BEE SURVEYS

We will conduct focused RPBB surveys within the 175 m EAB on public lands. The RPBB surveys will focus on High potential zones to solidify distributional information. Proactively surveying for RPBB will enable smoother environmental consultation between the Tollway and USFWS. Within the Tollway network, there is 1,015.09 ha (2,508.35 acres) of RPBB Potential Zones with 311.01 ha (768.52 acres) of High Potential and 704.90 ha (1,739.83 acres) of Low Potential zones (Table 3).

Survey areas will be guided by the Xerces Society (2017) multimetric for assessing RPBB habitat quality within the High Zones and possibly in the Low Zones as time and resources permit. The Xerces Society methodology assesses the extent of natural conditions in the regional and local landscapes, dominant vegetation types, species richness of forage species in different phenological categories (spring, summer, fall), local and on-site management regimes (pesticide, fire, mowing) and structural components relevant to nesting and overwintering of bumble bees (rock piles, rodent burrows, downed timber). Surveys for foraging RPBBs will apply timed-transect methods in identified high-quality habitats with elevated bumble bee activity.

TARGETED POTENTIAL BAT ROOST TREE SURVEYS

Work on potential bat roost trees will focus on public lands within the 175 m EAB to produce a geospatial database for the Tollway network. The geospatial database can be used to calculate mitigation efforts, direct construction schedules directly and is readily updateable. Mean roost height for Northern Long-eared Bats ranges from 12.7 - 22.1 m and varies with season and reproductive status (Menzel et al., 2002; Carter and Feldhamer, 2005; Garroway and Borders, 2008; Johnson et al., 2009, 2012; Silvis et al., 2012); thus we will create a conservative canopy cover layer identifying trees with a minimum height of 12 m. Next, the areas with $\geq 51\%$ canopy cover will be selected, and patches less than 100 m² and more than 1 km from the nearest patch will be omitted. Finally, all patches will be buffered by 30 m and converted to convex hulls. The Tollway network has 483.91 ha (1,195.91 acres) to search for potential roost trees

(Table 4). The areas range from only 2.21 ha (5.46 acres) on the Elgin O'Hare to 292.33 ha (722.36) on the Central Tri-State (Table 4).

Field surveys will identify all possible potential roost trees and record their locations with GPS coordinates. Our focus will be on trees ≥ 3 in diameter at breast height (dbh) in a state of decay, with notable deadwood, cavities, crevices, and exfoliation. After identifying species, we will photograph and inspect trees for available cavities and exfoliating bark. We will follow the USFWS (2017) roost decay stages to categorize potential roost trees. The scale follows the criteria of Thomas et al. (1979) and Vonhof (1996), which includes soundness of the bole, number of limbs present, bark characteristics, the condition of the treetop, and condition of the heartwood and sapwood. The scale ranges from 1 (living tree) to 9 (stump). Decay stages 1 and 2 are living trees, whereas decay stages 3–9 are nonliving (snags) within increasing decay levels (loss of limbs, loss of bark, etc.). The stages are:

- 1 = Living tree with no deadwood / exfoliating bark
- 2 = Declining with some deadwood / exfoliating bark
- 3 = Recently dead
- 4 = Loose bark
- 5 = Clean with no bark remaining
- 6 = Broken
- 7 = Decomposed
- 8 = Down material
- 9 = Stump

BIOTIC STREAM ASSESSMENTS

Assessing stream health and quality is necessary to allow the Tollway to meet environmental performance standards outlined in U.S. Army Corps of Engineers 404 permits and following mandates and guidelines from the U.S. and Illinois Environmental Protection agencies. Priority work will be conducted on all natural perennial stream crossings within the Tollway network, followed by intermittent streams. The work will result in stream quality classifications and ranking based on their biota. If time and resources permit, we will expand efforts to other stream classifications. There are 207 stream crossings within the Tollway network, with 159 being natural (110 intermittent and 49 perennial) and 48 being artificial as canals, connectors, ditches, and stormwater paths (Table 5).

All perennial streams will be sampled for fishes and freshwater mussels. Intermittent streams will be sampled for, in priority order, fishes and then freshwater mussels, depending on width and depth of flow. All stream crossings will be visited two-three times per year to account for temporal variation in the assemblage and comprise paired samples up and downstream of the Tollway. Each taxa-specific site visit will include pH measurements, specific conductivity, total dissolved solids (TDS), salinity, dissolved oxygen (D.O.), and water temperature to pair with the samples taken. For fish and freshwater mussels, species lists will be compiled for each stream and then species richness, relative abundances of each species, Shannon Diversity Index (H), and evenness (HE) for each stream (Brower et al., 1990). We will use estimates of species richness from bootstrap methods to account for unobserved species in the project area (Palmer, 1990; Colwell and Coddington, 1994). Fish species tolerance classifications will be derived from Barbour et al. (1999).

ONGOING SCOPED PROJECTS (2015 – 2026)

INCIDENTAL SURVEYS AND ASSESSMENTS

Under certain circumstances, the additional need for surveys, assessments, and conservation planning associated with Tollway projects may arise during this scope of work. Given that, we will be available to conduct such work as the need arises for amphibians, birds, fish, insects, mammals, mussels, plants, and reptiles.

MITIGATION BANK MONITORING

When environmental mitigation requires the restoration or creation of habitats or banks, it is imperative to have several biological resource assessments. These assessments are usually conducted before, during, and after (at least one point) post-restoration work. Such assessments provide valuable information on the success of the mitigation efforts and progress toward environmental performance metrics. We will conduct such assessments as needed by the Tollway for new and existing mitigation sites. To accomplish the goal, we will perform quantitative surveys for targeted species/taxa of interest. Surveys will follow standardized approaches for amphibians, aquatic insects, aquatic snails, bats, bumble bees, birds, butterflies, mammals, moths, mussels, plants, and reptiles.

DEVELOPMENT OF NEXT-GENERATION SURVEY METHODS USING eDNA

In most cases, traditional biological survey methodologies (e.g., call surveys, transects, seining/electroshocking, etc.) effectively delineate site-specific biodiversity. However, these approaches are costly (both in terms of time and money), can lack species-level taxonomic resolution (in the case of aquatic invertebrates), and, in the case of rare, cryptic, and/or challenging to trap/survey species, can often fail to detect the full diversity at a given site. Environmental DNA (eDNA) offers a rapid and comprehensive approach to delineating biodiversity and augment direct field surveys. Organisms are continually shedding DNA into their environment, and emerging methodologies and technologies allow us to detect species via minute quantities of DNA. Thus, using eDNA as a sampling strategy offers substantial power to identify known species of interest (e.g., threatened and endangered species) and catalog entire biological communities using community metagenomics approaches. Throughout this project, we will begin developing and exploring eDNA strategies for the more difficult species to assess.

MUSSEL SURVIVAL STUDY AT THE I-90 KISHWAUKEE RIVER BRIDGE

In 2013, we began a long-term study of the Kishwaukee River's freshwater mussel community associated with the bridge construction for Jane Addams Memorial Tollway improvements (I-90). The work now represents one of the longest-term freshwater mussel studies in Illinois. The work consists of annual mussel surveys whereby all individuals are captured, identified, and marked for future surveys and continual monitoring of SGCN species using passive integrated transponders.

MAINTAINING A HIGH LEVEL OF SPECIALIZED EXPERTISE

Along with the above tasks associated with the scope of work, Tollway understands the personnel hired on this contract must maintain and improve their respective scientific specialization, expertise, and professional growth. Thus, other tasks that may be performed by personnel under the scope include generation of peer-reviewed publications, dissemination of scientific results at specialized conferences, coordination and advisement to federal, state, and local land management agencies on matters pertaining to staff specializations, and generation of extramural funds and projects related to the Tollway's environmental efforts. However, all aspects listed above are not directly present in the

scope of work but are inherent in improving the project personnel's expertise which directly benefits the Tollway in carrying out the tasks outlined in the scope of work. All aspects above are encouraged by the Tollway so long as they do not interfere with the primary focus of the contract's scope.

COMPLETED SCOPED PROJECTS (2015 – 2021)

I-90 IMPROVEMENTS

Post-construction Surveys

We will conduct post-construction and baseline surveys in the corridor for multiple groups of organisms. For post-construction surveys, we will be assessing the richness and diversity of amphibians, fishes, mussels, and reptiles at stream crossings sampled in 2012 during the pre-construction survey (Dreslik *et al.*, 2013). We will conduct the baseline surveys for birds, insects, and mammals (emphasizing bats) within a one-mile buffer of the corridor. The post-construction surveys will be conducted in 2015 and the baseline surveys in 2015 & 2016.

Mussel Survival Study at the I-90 Kishwaukee River Bridge

In May 2013, we captured 100 freshwater mussels representing the two most common species (~ 50 of each) in the Kishwaukee River and released them into an adjacent channel. We have been following their survival for the past two years (Dreslik *et al.*, 2013, 2014). We will continue monitoring survival rates monthly during the warm season. This work will continue from 2015 – 2019 and may potentially expand to include different release methods, variables examined, and sample sizes.

Biotic Assessment of Trout Park and Fox River Forested Fen Nature Preserves

During the 2016 field season, we will assess the biotic diversity of two high-quality fen sites near the I-90 bridge crossing of the Fox River. Those two sites are Trout Park (TPNP) and Fox River Forested Fen Nature Preserves (FRFFNP). FRFFNP was previously a privately-owned site registered as a high-quality INAI fen. As part of the mitigation for improvements on the I-90 Bridge crossing, the Tollway purchased the site and turned ownership over to the Forest Preserve District of Kane County (FPDKC). Since the site has become a designated Nature Preserve, the FPDKC has already conducted organismal surveys for amphibians, aquatic macroinvertebrates, and fishes. Thus, only avifaunal surveys will occur at the site. TPNP, however, will be assessed for all taxa (amphibians, aquatic macroinvertebrates, birds, fishes, mussels).

ROUTE 53 & 120 POTENTIAL CORRIDORS

Biotic Surveys of Element of Occurrence Records (EORs)

We will conduct field surveys for threatened and endangered species within a one-mile buffer of all potential Route 53/120 corridors using EOR records from the Illinois Natural Heritage Database. Initial surveys for EOR amphibians, fishes, and reptiles were conducted in 2012 (Dreslik *et al.*, 2013), and in-depth surveys for fishes in the significant stream crossings began in 2014. Surveys within the buffer of the corridor will be expanded to include EOR's for birds, insects, mammals, mussels, and plants. From 2015 – 2017, we will conduct a full round of surveys to assess whether threatened and endangered species are present at the EOR locations or provide assessments of suitable habitats. Once surveys are completed, we will produce the necessary conservation plans if the Illinois Department requires incidental take authorizations of Natural Resources. Finally, we will conduct additional follow-up surveys and assessments as needed in 2018 & 2019.

I-355 SOUTH EXTENSION

Blanding's Turtle Head-starting Assessment

We will continue to monitor the Blanding's Turtle population and released head-started turtles at the I-355 Des Plaines River bridge. This work continues as a follow-up for the Blanding's Turtle monitoring initiated in 2005 and will provide additional demographic data for the population (Dreslik *et al.*, 2006, 2008, 2011, 2012, 2013). Our monitoring will be biennially occurring in 2015, 2017, and 2019.

Assessment of the Effects of the Asian Carp Barrier on Herpetofaunal Movements

With the installation of the Asian Carp Barrier near the I-355 Des Plaines River Bridge crossing, it appears animal movements have become restricted, and potential risks of predation/poaching have increased. Such increased risks now pose a threat and are in diametric opposition to the recovery/conservation efforts the ISTHA has undertaken for the state-endangered Blanding's Turtle. Over the next three-four years, we will monitor the barrier to determine how much of a threat to free movement it poses to amphibians and reptiles in the area, with a particular emphasis on the Blanding's Turtle and potentially high turtle nest predation rates.

I-294 IMPROVEMENTS

Bioswale Monitoring

This project aims to determine if performance standards relating to vegetation composition, structure, and integrity are met in four bioswale designs. We will sample vegetation during June and September 2015, the fifth full year of monitoring, to determine the effectiveness of bioswale designs for establishing at least 90% vegetation cover. This will be the final year of bioswale monitoring on I-294. As previously (e.g., Taft *et al.* 2014a), we will estimate vegetation cover and plant species richness and integrity with quadrat samples stratified along each bioswale and compile a comprehensive species list for each bioswale. The repeated-measures analysis will be used to examine trends for vegetation performance standards, including native species richness, percent cover, and floristic integrity.

Eastern Massasauga Surveys

We will complete the final survey for the Eastern Massasauga along the I-294 Corridor in 2015 as required by the conservation plan. Previous surveys for the Eastern Massasauga were conducted from 2008 – 2010 (Dreslik *et al.*, 2009a, 2010, 2011) and were coupled with a habitat restoration plan (Dreslik *et al.*, 2009b).

Southern I-294 Streams and Avifaunal Assessment

The Tollway will be conducting improvements to this stretch of the highway to alleviate traffic congestion issues. In 2015, we will assess aquatic macroinvertebrates, fishes, and mussels in streams crossing the I-294 corridor from approximately O'Hare airport to south of the Des Plaines River crossing. Additionally, avifaunal surveys will be conducted on protected lands falling within a one-mile buffer of the project corridor. Surveys will also target any existing EOR's within the buffer.

O'Hare Rapid Biotic Streams Assessment

In 2016, we will begin stream survey work around O'Hare International Airport in association with various road improvements and the extension of the Elgin-O'Hare Expressway. The work will focus on a rapid bio-assessment of streams in conjunction with the ISTHA's water quality monitoring. The

taxa we will assess are aquatic macroinvertebrates, fishes, and freshwater mollusks. We expect this task to be completed by the end of 2016.

NORTH CHICAGO MITIGATION BANK MONITORING

Vegetation Monitoring

This project monitors the vegetation response to shrub and tree removal in a native grassland mosaic, including remnant tallgrass prairie. The monitoring objectives determine whether performance standards relating to vegetation composition, diversity and integrity are met following habitat management. Management activities thus far have included removal of invasive shrubs and saplings (2010-2011), efforts to control invasive herbaceous species, prescribed fire, and localized seeding enhancements. This monitoring is exclusive to non-wetland habitats. As previously (e.g., Taft et al. 2014b), vegetation trends among recognized vegetation types will be examined with repeated measures analysis.

Organismal Surveys

Associated with the vegetative restoration of the North Chicago Mitigation Bank, we will conduct baseline surveys of the mitigation bank to assess the richness and diversity of organismal species.

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Table 1: All major habitat and organismal resources identified as conservation concerns within the greater Tollway network consisting of Boone, Cook, DeKalb, DuPage, Kane, Lake, Lee, McHenry, Ogle, Whiteside, Will, & Winnebago counties, Illinois. SGCN = Species of Greatest Conservation Need, FE = Federally Endangered, FT = Federally Threatened, FC = Federal Candidate, SE = State Endangered, ST = State Threatened, WL = Watch List.

Classification	#	SGCN	FE	F.T.	FC	SE	ST	WL
1 – Habitat	25	0	0	0	0	0	0	0
Freshwater Community	3	0	0	0	0	0	0	0
Aquatic Community	3	0	0	0	0	0	0	0
Terrestrial Community	22	0	0	0	0	0	0	0
Geological Feature	1	0	0	0	0	0	0	0
Terrestrial Community	21	0	0	0	0	0	0	0
2 – Botanical	77	0	1	4	0	58	19	0
Vascular Plant	77	0	1	4	0	58	19	0
Upland	50	0	1	4	0	41	9	0
Wetland	27	0	0	0	0	17	10	0
3 – Zoological	461	263	9	5	1	51	36	194
Invertebrate Animal	289	105	6	2	1	11	7	181
Insect – Bumble Bees	8	4	1	0	0	1	0	4
Insect – Butterflies/Moths	166	63	1	2	1	6	3	100
Insect – Caddisflies	16	5	0	0	0	0	0	11
Insect – Mayflies	27	9	0	0	0	0	0	18
Insect – Dragonflies	9	3	1	0	0	1	1	6
Insect – Stoneflies	17	5	0	0	0	0	0	12
Mollusk – Mussels	16	15	3	0	0	3	3	1
Mollusk – Snails	29	1	0	0	0	0	0	28
Vertebrate Animal	172	158	3	3	0	40	29	13
Amphibians	7	7	0	0	0	1	3	0
Birds	85	81	2	1	0	23	7	3
Fishes	48	48	0	0	0	8	11	0
Mammal – Bats	10	4	0	1	0	2	2	6
Mammal – Carnivores	4	1	1	0	0	1	0	3
Mammal – Rodents	3	2	0	0	0	0	1	1
Reptiles	15	15	0	1	0	5	5	0
Grand Total	563	263	10	9	1	109	55	194

Table 2: Summary of all known Element of Occurrence Records (EORs) from a July 2020 query of the Illinois Department of Natural Resources EOR database. The summary represents a cross of the spatial database with a 1 mi environmental assessment buffer of the Tollway network consisting of Boone, Cook, DeKalb, DuPage, Kane, Lake, Lee, McHenry, Ogle, Whiteside, Will, & Winnebago counties, Illinois.

	Number of Records
1 – Habitat	135
Aquatic Community	11
Terrestrial Community	124
2 – Botanical	1811
Upland	1029
Wetland	782
3 – Zoological	736
Birds	454
Fishes	45
Mollusk – Mussel	3
Insect – Bumble Bees	61
Insect – Butterfly/Moths	36
Insect – Dragonfly	3
Mammal – Bats	14
Mammal – Rodents	3
Reptiles	117
Grand Total	2682

Table 3: Area in hectares of United States Fish and Wildlife Services' Rusty Patch Bumble Bee Zones by corridor for the Tollway network consisting of Boone, Cook, DeKalb, DuPage, Kane, Lake, Lee, McHenry, Ogle, Whiteside, Will, & Winnebago counties, Illinois. The area represents only public lands within a 175 m environmental assessment buffer.

Zone/Corridor	Area (ha)
High Potential Zone	311.01
Edens Spur	19.96
Jane Addams Memorial Tollway	138.78
Ronald Reagan Memorial Tollway	103.33
Veterans Memorial Tollway	48.95
Low Potential Zone	704.09
Edens Spur	25.56
Elgin O'Hare Tollway	24.00
Jane Addams Memorial Tollway	127.86
Ronald Reagan Memorial Tollway	104.91
Tri-State Tollway	368.84
Veterans Memorial Tollway	52.92
Grand Total	1015.09

Table 4: Area in hectares of woodland habitat with < 51% canopy cover at the 12 m height in which potential bat roost tree surveys will occur by corridor throughout the Tollway network of Boone, Cook, DeKalb, DuPage, Kane, Lake, Lee, McHenry, Ogle, Whiteside, Will, & Winnebago counties, Illinois. The area represents only public lands within a 175 m environmental assessment buffer.

Corridor	Area
Edens Spur	27.43
Elgin O'Hare Tollway	2.21
Jane Addams Memorial Tollway	104.15
Ronald Reagan Memorial Tollway	28.93
Tri-State Tollway	292.33
Veterans Memorial Tollway	28.91
Grand Total	483.97

Table 5: Number of stream crossings by type and corridor throughout the Tollway network of Boone, Cook, DeKalb, DuPage, Kane, Lake, Lee, McHenry, Ogle, Whiteside, Will, & Winnebago counties, Illinois. Crossings are direct intersections of streams and roadways.

Tollway	Type	Crossings
Edens Spur	Stream/River: Perennial	2
	Total	2
Elgin O'Hare Tollway	Artificial Path	1
	Stream/River: Intermittent	1
	Stream/River: Perennial	2
	Total	4
Jane Addams Memorial Tollway	Artificial Path	7
	Canal/Ditch	1
	Stream/River: Intermittent	28
	Stream/River: Perennial	17
	Total	53
Ronald Reagan Memorial Tollway	Artificial Path	5
	Canal/Ditch	6
	Canal/Ditch: Stormwater	4
	Connector	7
	Stream/River: Intermittent	42
	Stream/River: Perennial	17
	Total	81
Tri-State Tollway	Artificial Path	11
	Canal/Ditch	3
	Stream/River: Intermittent	16
	Stream/River: Perennial	6
	Total	36
Veterans Memorial Tollway	Artificial Path	3
	Stream/River: Intermittent	23
	Stream/River: Perennial	5
	Total	31
Grand Total		207

BUDGET – COMPOSITE ORIGINAL/SUPPLEMENTAL

Expense Line Item	Original	Supplement	Total
Salaries, Wages, & Fringe	\$4,407,659	\$4,410,493	\$8,818,152
Travel	\$1,381,407	\$552,563	\$1,933,970
Materials and Supplies	\$715,332	\$248,653	\$963,985
Contractual Services	\$492,307	\$248,653	\$740,960
Equipment	\$257,753	\$200,000	\$457,753
Total Direct Costs	\$7,254,458	\$5,660,363	\$12,914,81
Indirect Costs (F&A 10%)	\$725,445	\$566,037	\$1,291,482
Total Project Costs	\$7,979,903	\$6,226,400	\$14,206,303

ANNUALIZED BUDGET – ORIGINAL
Rebudgets and no-cost extensions covered 2020 and 2021

Expense Line Item	2015	2016	2017	2018	2019	Total
SALARIES & WAGES						
Organismal Coordinator - Ph.D.	\$67,000	\$70,350	\$73,868	\$77,561	\$81,439	\$370,217
Malacologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Ichthyologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Ornithologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Mammalogist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Herpetologist - Post Doc.	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282
Entomologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Botanical Coordinator - Ph.D.	\$36,808	\$19,324	-----	-----	-----	\$56,132
Botanist 1 - M.Sc.	\$30,053	\$31,556	-----	-----	-----	\$61,609
Botanist 2 - M.Sc.	\$23,490	\$24,665	-----	-----	-----	\$48,155
G.I.S. Specialist	\$15,000	\$15,750	\$16,538	\$17,364	\$18,233	\$82,884
Support Staff	\$22,000	\$23,100	\$24,255	\$25,468	\$26,741	\$121,564
Outreach/Education/Editorial	\$22,000	\$23,100	\$24,255	\$25,468	\$26,741	\$121,564
Graduate Research Assistant 1 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 2 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 3 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 4 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
GRA 1 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 2 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 3 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 4 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
Non-student hourly	\$85,000	\$89,250	\$93,713	\$98,398	\$103,318	\$469,679
Total Salaries & Wages	\$671,927	\$686,199	\$641,188	\$673,247	\$706,909	\$3,379,470
FRINGE BENEFITS						
Professional @ 39.14%	\$194,272	\$196,422	\$175,197	\$183,956	\$193,154	\$943,001
GRA - ac yr @ 6.19%	\$4,205	\$4,415	\$4,636	\$4,868	\$5,111	\$23,235
GRA - summer (no classes) 13.84%	\$3,134	\$3,291	\$3,455	\$3,628	\$3,809	\$17,317
Non-student hourly @ 7.80%	\$6,630	\$6,962	\$7,310	\$7,675	\$8,059	\$36,635
Total Fringe Benefits	\$208,241	\$211,089	\$190,597	\$200,127	\$210,133	\$1,020,188
Total Salaries, Wages, & Fringe Benefits	\$880,168	\$897,288	\$831,785	\$873,374	\$917,043	\$4,399,658
TRAVEL						
Out of state	\$78,750	\$82,688	\$86,822	\$91,163	\$95,722	\$435,145
In state	\$171,250	\$179,812	\$188,803	\$198,243	\$208,155	\$946,263
Total Travel	\$250,000	\$262,500	\$275,625	\$289,406	\$303,877	\$1,381,408
MATERIALS & SUPPLIES						
General	\$130,000	\$136,500	\$143,325	\$150,491	\$158,016	\$718,332
Total Materials & Supplies	\$130,000	\$136,500	\$143,325	\$150,491	\$158,016	\$718,332
CONTRACTUAL SERVICES						
General	\$90,000	\$94,500	\$99,225	\$104,186	\$109,396	\$497,307
Total Contractual Services	\$90,000	\$94,500	\$99,225	\$104,186	\$109,396	\$497,307
EQUIPMENT (each item \$5000+)	\$150,000	\$25,000	\$26,250	\$27,563	\$28,941	\$257,753
Total Direct Costs	\$1,500,168	\$1,415,788	\$1,376,210	\$1,445,020	\$1,517,271	\$7,254,457
F&A (10%)	\$150,017	\$141,579	\$137,621	\$144,502	\$151,727	\$725,446
Total Proposed Project Budget	\$1,650,184	\$1,557,367	\$1,513,831	\$1,589,522	\$1,668,998	\$7,979,903

ANNUALIZED BUDGET – SUPPLEMENTAL FUNDS

Expense Line Item	2022	2023	2024	2025	2026	TOTAL
SALARIES & WAGES						
Program Coordinator (Herpetologist)	\$67,124	\$69,138	\$71,212	\$73,348	\$75,549	\$356,371
Terrestrial Coordinator (Ornithologist)	\$55,297	\$58,062	\$60,965	\$64,013	\$67,214	\$305,552
Communications Coordinator	\$66,187	\$69,496	\$72,971	\$76,619	\$80,450	\$365,724
Malacologist	\$48,341	\$50,759	\$53,296	\$55,961	\$58,759	\$267,117
Ichthyologist	\$9,231	\$9,693	\$10,178	\$10,687	\$11,221	\$51,010
Mammalogist	\$27,820	\$29,211	\$30,671	\$32,205	\$33,815	\$153,723
Pollinator Specialist	\$45,000	\$47,250	\$49,613	\$52,093	\$54,698	\$248,653
eDNA/Wildlife Biologist	\$49,419	\$51,890	\$54,484	\$57,209	\$60,069	\$273,071
Field Specialist	\$22,000	\$23,100	\$24,255	\$25,468	\$26,741	\$121,564
Outreach Specialist	\$37,261	\$39,124	\$41,080	\$43,134	\$45,290	\$205,888
Terrestrial Entomologist	\$30,478	\$32,001	\$33,602	\$35,282	\$37,046	\$168,408
G.I.S. Specialist	\$15,207	\$15,967	\$16,765	\$17,604	\$18,484	\$84,026
Graduate Research Assistant 1 ac yr	\$18,114	\$19,019	\$19,970	\$20,969	\$22,017	\$100,089
Graduate Research Assistant 2 ac yr	\$18,114	\$19,019	\$19,970	\$20,969	\$22,017	\$100,089
GRA 1 - summer (no classes)	\$6,038	\$6,340	\$6,657	\$6,990	\$7,339	\$33,363
GRA 2 - summer (no classes)	\$6,038	\$6,340	\$6,657	\$6,990	\$7,339	\$33,363
Non-student hourly	\$78,000	\$81,900	\$85,995	\$90,295	\$94,809	\$430,999
Total Salaries & Wages	\$599,668	\$628,309	\$658,342	\$689,834	\$722,859	\$3,299,012
FRINGE BENEFITS						
Professional @ 40.30%	\$190,766	\$199,763	\$209,194	\$219,080	\$229,443	\$1,048,246
GRA - ac yr @ 9.41%	\$3,409	\$3,579	\$3,758	\$3,946	\$4,144	\$18,837
GRA - summer (no classes) 17.06%	\$2,060	\$2,163	\$2,271	\$2,385	\$2,504	\$11,384
Non-student hourly @ 7.66%	\$5,975	\$6,274	\$6,587	\$6,917	\$7,262	\$33,015
Total Fringe Benefits	\$202,210	\$211,779	\$221,811	\$232,328	\$243,353	\$1,111,481
Total Salaries, Wages, & Fringe Benefits	\$801,878	\$840,088	\$880,153	\$922,162	\$966,212	\$4,410,493
TRAVEL						
Out of state	\$45,000	\$47,250	\$49,613	\$52,093	\$54,698	\$248,653
In state	\$55,000	\$57,750	\$60,638	\$63,669	\$66,853	\$303,910
Total Travel	\$100,000	\$105,000	\$110,250	\$115,763	\$121,551	\$552,563
MATERIALS & SUPPLIES						
Field and Lab Supplies	\$45,000	\$47,250	\$49,613	\$52,093	\$54,698	\$248,653
Total Materials & Supplies	\$45,000	\$47,250	\$49,613	\$52,093	\$54,698	\$248,653
CONTRACTUAL SERVICES						
General	\$45,000	\$47,250	\$49,613	\$52,093	\$54,698	\$248,653
Total Contractual Services	\$45,000	\$47,250	\$49,613	\$52,093	\$54,698	\$248,653
EQUIPMENT (each item \$5000+)	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$200,000
Total Direct Costs	\$1,031,878	\$1,079,588	\$1,129,628	\$1,182,111	\$1,237,158	\$5,660,363
F&A (10%)	\$103,188	\$107,959	\$112,963	\$118,211	\$123,716	\$566,037
Total Proposed Project Budget	\$1,135,066	\$1,187,547	\$1,242,591	\$1,300,322	\$1,360,874	\$6,226,400

BUDGET JUSTIFICATION

SALARY, WAGES, FRINGE BENEFITS

Funds are requested to support full-time biologists, graduate students, and field assistants. We will also employ several non-student hourlies for assistance in the field and the lab for data collection and surveys. Employees are full and part-time salaried scientists, graduate students, and hourly employees. All fringe benefit rates follow University of Illinois mandates and are assessed at 40.30% for salaried staff, 7.66% for hourly staff, 9.41% for graduate students during the academic year, and 17.06% for graduate students during the summer.

Dr. Michael Dreslik, PI, will function as the project coordinator, conduct fieldwork, supervise employees, oversee data collection and management, and aid in generating all reports. An 80% portion of Dr. Dreslik's salary and fringe benefits are requested in this proposal.

Ms. Anastasia Rahlin, co-PI, will lead coordinator and facilitator of organismal surveys. Responsibilities include conducting fieldwork, data quality assurance and management, database construction and management, supervising report production, and supervising staff. Ms. Rahlin will have 100% of her salary paid for by the project.

Ms. Sarah Douglass, co-PI, lead freshwater mussel surveys and assist in Ichthyological surveys. Her responsibilities include conducting fieldwork, data quality assurance and management, database construction and management, supervising report production, and supervising staff. Ms. Douglass will have 95% of her salary paid for by the project.

Ms. Tara Hohoff, co-PI, will lead bat surveys, including acoustic monitoring and roost tree surveys. Her responsibilities include conducting fieldwork, data quality assurance and management, database construction and management, supervising report production, and supervising staff. Ms. Hohoff will have up to 50% of her salary paid for by the project.

Mr. Seth LaGrange, co-PI, will assist in all surveys as a wildlife ecologist. His responsibilities include conducting fieldwork, data quality assurance and management, database construction and management, supervising report production, and supervising staff. Mr. LaGrange will have 100% of his salary paid for by the project.

Ms. Jennifer Mui, co-PI, will oversee all aspects of report production and all public communications for the project. She will also assist in pollinator surveys, primarily butterflies. Her responsibilities include preliminary and final report generation, technical editing, copy editing, layout, social media and news dissemination, photography and videography, fieldwork, database construction and management, supervision, and staff coordination involved in preparing reports. Ms. Mui will have 100% of her salary paid for by the project.

Ms. Janet Jarvis, co-PI, will function as the GIS specialist on the project. Her responsibilities include producing all maps, geodatabases, GIS data layers, and working with agency GIS specialists. Ms. Jarvis will have 25% of her salary paid for by the project.

Dr. Jason Robinson, co-PI, will lead bumble bee surveys (primarily Rusty-Patched Bumblebees). His responsibilities include conducting fieldwork, data quality assurance and management, database construction and management, supervising report production, and supervising staff. Dr. Robinson will have 50% of his salary paid for by the project.

Mr. Jeremy Tiemann, co-PI, will lead ichthyological surveys and support freshwater mussel surveys. His responsibilities include conducting fieldwork, data quality assurance and management, database construction and management, supervising report production, and supervising staff. Mr. Tiemann will have 15% of his salary paid for by the project.

MATERIALS AND SUPPLIES

This project will require field supplies such as weatherproof paper, batteries (necessary for electronic devices such as GPS units, weather meters, etc.), vegetation sampling equipment, poles for transects, and other supplies necessary to conduct the projects. Other field supplies that may be purchased are specialized paper and pens developed for field use, binders and clipboards to store data sheets, and any field sampling devices. Smaller supplies such as hand-held GPS units, range finders, digital cameras, weather meters, water quality meters, binoculars, spotting scopes, organismal tagging supplies, traps, and items for capturing organisms may also be purchased. Desktop computers for offices and laptop computers for travel (below \$5,000) may be purchased to carry out the contractual work for this project. Data storage supplies (hard drives, memory cards, USB drives), computer peripherals, and other higher technological supplies may be purchased to accomplish this project's goals. Finally, additional laboratory supplies and chemical reagents may be purchased, including general lab commodities for sampling, storing, and preserving organisms.

TRAVEL

Travel expenses for this project will be per diem and lodging, travel to and from field sites (In-state), and national meetings or conferences to present the project's results (Out of state). Expenses will include: mileage expenses while using state, leased, or personal vehicles, fuel and maintenance (includes tires, alignments, rotations, and other automobile repairs) of vehicles purchased with Tollway funds, funds for I-PASS transponder replenishments, and airfare.

CONTRACTUAL SERVICES

Contractual services will cover auto insurance for vehicles purchased with Tollway funds, computer software, printing and duplicating costs associated with report writing, publication of results in the peer-reviewed literature (page charges, reprints), and registration to national meetings and conferences to report the results of the research are included here. In addition, contractual money will be used to develop next-generation sampling methods using eDNA methodologies and for DNA sequencing at the UIUC Keck center, UIUC super-computing time, or any other related type of service. Finally, funds will also be used to pay the UIUC campus parking for lot space for program vehicles.

EQUIPMENT

Part of their varied efforts to be conducted under the new IGA between the University and the Tollway, the Illinois Natural History Survey will require various types of equipment to perform the services identified within the agreed-upon scope of work. Thus, equipment money will be used for computer purchases deemed necessary to carry out the associated work. These include more powerful desktop and laptop computers costing above \$5,000 for staff to enter data, conduct analyses, and write reports. Equipment funds may also be used to purchase/replace aging vehicles, ATV/UTVs, boats, outboard boat motors, and trailers for the previously listed items. Additionally, the project will require purchasing electroshocking equipment and specialized instrumentation to collect water quality data. Also, equipment funds may be used to purchase any field equipment and lab equipment, including but not limited to PIT tag readers, microscopes, PCR machines, centrifuges, and other lab and field equipment and other technology required to carry out the scope of this contract.

FACILITIES AND ADMINISTRATION (F & A)

Because this represents a contract extension and supplementation from already existing funds allocated to the Tollway through the "Move Illinois Program," 10% is assessed on the Total Direct Cost.

Exhibit E

UNIVERSITY OF ILLINOIS
LIABILITY SELF-INSURANCE PLAN

First adopted:	August 1, 1976
Amended:	March 21, 1985
Further amended:	July 1, 1992
	November 2, 2002
	September 6, 2007
	June 9, 2011, with an effective date of January 1, 2012
	November 12, 2020, with an effective date of January 1, 2021

ARTICLE I

Definitions

As used herein:

1. The term “Authorized Representative” shall mean any enrolled student, volunteer worker, visiting faculty, or University Committee Member who at the time of an Occurrence, or the rendering of or failure to render University Service was acting on behalf of the University and within the scope of duties assigned to him or her by the University.
2. The term “Aggregate” shall mean the maximum monetary consideration payable by the University on behalf of any or all Covered Person(s) for all Loss resulting from Claims during any one Policy Period for which this Plan provides coverage.
3. The term “Board” shall mean The Board of Trustees of the University of Illinois.
4. The term “Claim” shall mean a demand seeking monetary Damages otherwise covered by this Plan or an Occurrence that is reasonably certain to result in a Claim.
5. The term “Claimant” shall mean any person, entity, organization, corporation or unit of government making a Claim against a Covered Person on a cause of action which resulted from an Occurrence or arose out of the rendering of or failure to render University Service.
6. The term “Clinical Services” shall mean related to or involving direct observation, examination and/or treatment of patients while acting as an Employee or Authorized Representative providing University Services.
7. The term “Contracting Party” means any firm, corporation, association, unit of government, or person with which the University enters into a written agreement for (i) the use of property or the performance of any function, service or act, and (ii) the allocation or sharing of liabilities and Damages resulting from the performance of such agreement.
8. The term “Covered Person” shall mean any person, entity or organization designated in the Covered Persons provisions of the Plan.
9. The term “Damages” shall mean any monetary consideration approved under the Plan for payment to a Claimant or the amount of a final judgment awarded to a Claimant by a court of competent jurisdiction, including but not limited to money, services, and waiver of amounts payable from patients and others who receive University services, but excluding payments of back pay for service rendered, fines, monetary penalties, costs of cleaning up contaminated sites, and payments which are contrary to public policy.
10. The term “Defense Expenses” shall mean all attorneys’ fees, costs and expenses incurred on behalf of a Covered Person in connection with the defense of a Claim or a Related Claim, in responding to any lawfully issued subpoena for documents or testimony or any

investigative demand issued by any governmental entity or agency for documents, information or testimony arising out of or related to the Covered Person's provision of University or Clinical Service.

11. The term "Employee" shall mean a person, who at the time of an Occurrence, or the rendering of or failure to render University Service, was employed by the University and acting within the scope of his or her University duties.
12. The term "Fund" means any account or fund established by the Board for the purpose of funding expenses or Claim payments incurred in the operation of the Plan.
13. The term "Injury" shall mean physical damage to or destruction of tangible property, bodily or mental injury, sickness or disease, including death, to which the Plan applies and resulted from an Occurrence in the performance of University Service. The term Injury shall not include physical damage to or destruction of tangible property, bodily or mental injury, sickness or disease, including death, that is caused by or the result of any intentional, reckless, malicious, willful or wanton or similar conduct of a Covered Person.
14. The term "Limit of Liability" shall mean the applicable maximum amount of Damages or Loss for any Claim, Related Claim or suits as provided for in Article IX and the maximum amount of expenses provided for in paragraph 5 of Article IX.
15. The term "Loss" means any monetary amount paid on account of an award, judgment or settlement, which the University is legally obligated to pay as a result of a Claim.
16. The term "Member of The Board" shall mean any past or present individual member of The Board of Trustees of the University of Illinois who at the time of an Occurrence or the rendering of or failure to render University Service was acting within the scope of his or her duties in that office.
17. The term "Occurrence" shall mean any incident or accident while the Plan is in effect, including continuous or repeated exposure to conditions, arising out of the performance of University Service by a Covered Person which results in an Injury or Personal Injury not expected or intended from the standpoint of the Covered Person.
18. The term "Officer" shall mean those Officers described in the University of Illinois *Statutes* and *The General Rules Concerning University Organization and Procedure*, who at the time of an Occurrence or the rendering of or failure to render University Service was acting within the scope of his or her duties as such Officer.
19. The term "Personal Injury" means Damages to which the Plan applies sustained by any person or organization and arising out of one or more of the following committed in conduct of University Service:
 - A. false arrest, detention or imprisonment, or malicious prosecution

- B. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy
- C. wrongful entry or eviction, or other invasion of the right of private occupancy
- D. gender, age or other unlawful discrimination
- E. infringement of copyright, title, or slogan
- F. plagiarism, piracy, or unauthorized use of materials
- G. advertising, broadcasting, telecasting, or publishing activities
- H. unfair competition
- I. false or improper service or process
- J. violation of property rights
- K. violation of a civil or constitutional right.

- 20. The term "Plan" shall mean the University of Illinois Liability Self Insurance Plan.
- 21. The term "Plan Fund(s)" shall mean the levels of funding as determined by the Vice President pursuant to paragraphs 1 through 3 of Article IX and Article X.
- 22. The "Plan Territory" shall be anywhere in the world where the University teaches, conducts research, or provides public service.
- 23. The term "Policy Period" is the University's fiscal year.
- 24. The term "Registered Organization" shall mean those incorporated and unincorporated student, staff, and faculty organizations which have been registered with the appropriate University office.
- 25. The term "Related Claim(s)" shall mean all Claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way.
- 26. The term "Service Company" shall mean a commercial company engaged by the University to perform Claim investigations, loss control, and other services on behalf of the Plan.

27. The term “University” and shall mean The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois.
28. The term “University Counsel” shall mean the general legal officer of the Board and the University, who serves as legal advisor to the Board, to the President, and to other officers of the University.
29. The term “University Service” shall mean a service, or series of related services (including health care and Clinical Services), performed directly for a person, entity or organization by the University or by a Member of The Board, Officer of the Board, Employee, or Authorized Representative of the University, while acting within the scope of their University duties.
30. The term “Vice President” shall mean the Vice President/Chief Financial Officer and Comptroller.

ARTICLE II

Effective Date

The effective date of the Plan is August 1, 1976.

ARTICLE III

Covered Persons

Each of the following is a Covered Person under the Plan to the extent set forth below:

1. The University;
2. Officers and Members of the Board of Trustees;
3. Employees;
4. Authorized Representatives; and,
5. Contracting Party, but only as specified by written agreement with the University.

ARTICLE IV

Coverage Statement

The University, based on the provisions of the Plan and subject to its limitations, will pay on behalf of the Covered Person all Damages or Loss to which this Plan applies, which the Covered Person shall become legally obligated to pay for a Claim first made while this Plan is in effect:

1. because of Injury or Personal Injury caused by an Occurrence, or
2. because of Injury or Personal Injury arising out of the rendering of or failure to render University Service

The University shall have the sole and exclusive right and duty to defend any Claim seeking Damages against the Covered Person, even if any or all of the allegations of the Claim are groundless, false, or fraudulent. The University, in responding to a Claim shall control the defense of such Claim, and may take whatever actions in the defense of a claim as it deems necessary in its sole discretion, including but not limited to: investigating any Claim or Occurrence; proceeding to trial on any Claim, including appeals; and, settling any Claim as it deems expedient. The University will not be required to obtain the Covered Person's consent prior to taking any actions in the investigation, defense or settlement of any Claim covered under this Plan. The University shall not be obligated to pay any Claim, Damages or Loss or to defend any Claim in excess of the Limit of Liability provided for in Article IX or after the applicable Plan Fund has been exhausted by payment of judgments, settlements, and expenses.

The University, based on the provisions of the Plan and subject to its limitations, may pay on behalf of a Covered Person any expenses incurred for legal representation of the Covered Person provided by counsel appointed by the University to represent the Covered Person in responding to any lawfully issued subpoena for documents or testimony or any investigative demand issued by any governmental entity or agency for documents, information or testimony arising out of or related to the Covered Person's provision of University or Clinical Service.

In the event that any Covered Person i) elects to employ their own legal counsel (see Article VI below) and declines legal counsel provided by the University; ii) fails to promptly notify the University Counsel of a Claim as provided in Article XII(1); fails to cooperate with the University in the defense of any Claim; iii) voluntarily makes any settlement of a Claim; or, iv) otherwise attempts to interfere with or prevent the University from conducting any investigation, defense, trial, appeal or settlement of a Claim, the University shall have no obligation under the Plan to pay any sum (including Damages, Loss, judgment, legal fees and expenses) such Covered Person may become legally obligated to pay.

If the Covered Person contests any settlement authorized by the University, then the Plan's liability for the Claim shall not exceed the lesser of the limit of Article IX or the amount for which the Claim could have been settled including costs, charges, and expenses incurred up to the date that the Claim could have been resolved by the University.

ARTICLE V

Exclusions

The Plan does not apply:

1. to any obligation for which the University or any carrier as its insurer may be held liable under any workers' compensation law, occupational diseases law, unemployment compensation law or disability benefits law, or under any similar law.
2. to any obligation for which the University may be held liable under any breach of contract, Claim, or suit.
3. to an obligation payable under the State Self-Insured Motor Vehicle Liability Plan.
4. to any Occurrence, University Service, or obligation which is within the provisions of the Federal Tort Claims Act as provided in 38 USC §4116 or is payable by the United States under any federal legislation or program.
5. to the physical damage to or destruction of tangible property owned by, leased or otherwise in the care, custody or control of the University.
6. to liability assumed by a Covered Person in guaranteeing the result of any service.
7. to liability and Damages or Loss arising out of any activity of a Registered Organization.
8. to liability and Damages or Loss arising out of any activity of a volunteer organization unless they are a Covered Person pursuant to Article III, Item 5.
9. to liability and Damages or Loss caused intentionally, resulting from any dishonest, fraudulent, or criminal statement, act, or omission or resulting from sexual conduct, defined as sexual misconduct, sexual or erotic physical contact or attempted contact, sexual impropriety, sexual intimacy, sexual harassment, sexual assault, sexual exploitation or sexual molestation.
10. to liability and Damages or Loss arising from the rendering of emergency aid and assistance not in the scope of University duties.
11. to liability incurred by a Covered Person arising from the performance of services for fees, compensation, or profit which are derived or intended to be derived from a source other than the University, including without limitation liability or Damage or Loss arising out of medical care or treatment rendered other than while providing Clinical Services for the University.

12. to liability and Damages or Loss arising from the failure of corporate stock to perform as represented by a Covered Person or arising from the investment or non-investment of funds.
13. to liability and Damages or Loss assumed by a Member of the Board, Officer, Employee, Authorized Representative, or Contracting Party under any contract, unless the University would be liable in the absence of such contract and then only to the extent of its proportionate share. In no instance shall University be liable for Damages or Loss arising out of any contract or undertaking entered into without the express authorization of the University or occurring prior to the execution of a valid University contract.
14. to liability and Damages or Loss arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, or financial obligations arising under any law, regulation, administrative order, or court order for the cleanup of a landfill or other contaminated site.

ARTICLE VI

Legal Services

The furnishing of all legal services, including investigations, claim management and legal defense and the payment of Defense Expenses, shall be provided by the University provided the Covered Person delivers notice of a Claim or summons and complaint to the Office of University Counsel no later than 15 days after receipt of the notice of Claim or service of process, whichever is earlier. Required legal services may be provided by the University Counsel or his or her staff, by outside legal counsel appointed by the University or by a "Service Company" as the University Counsel deems necessary.

In the event that the Covered Person elects to employ personal legal counsel to provide advice to the Covered Person or to assist the University Counsel or counsel appointed by the University Counsel such employment of personal legal counsel shall be at the personal expense of the Covered Person (and not be payable by the University as Defense Expenses), and the University shall retain the right to make all decisions in regard to the investigation, defense, adjustment or settlement of the Claim or suit.

ARTICLE VII

Claims Adjustment

The Vice President, or his or her designee, with advice of University Counsel, is responsible for Claim payments, denials, and settlements. Payments for settlements from the Plan Funds which exceed the Vice President's authorization established by The Board shall be submitted to The Board for prior approval. The Vice President may utilize a "Service Company" in addition to University personnel in performing his or her responsibilities.

ARTICLE VIII

Payment of Claims and Suits

Claims arising from operations of the University hospital, clinics, infirmaries, and dispensaries are payable from the Medical Professional Liability Fund or the General Liability Fund, as appropriate. Professional liability Claims against Covered Persons who are involved in the medical care of humans are payable from the Medical Professional Liability Fund. Other professional liability Claims and general liability Claims are payable from the Public Liability Fund. Claims for violation of civil and constitutional rights are payable from the Board Legal Liability Fund.

Moneys may be transferred between the Funds only as may be necessary for the payment of Claims which are payable from any Fund and as approved by the Vice President.

If the balance of the Plan Funds is not sufficient to pay all expenses, final judgments and executed settlements, Claim payments will be made in the order that final judgments and executed settlements become payable, without regard to Claim reserves previously established, date of incident, date of Claim demand, or date suit was filed. If final judgments which are entered simultaneously exceed the Plan's Limit of Liability, the Plan's Limit of Liability shall be apportioned pro rata to those simultaneous judgments. Any deficiency in Plan Funds which would not permit full payment of any Claim or final judgment shall not impose any liability on the University.

ARTICLE IX

Limit of Liability per Policy Period

1. The University shall not be required to pay from Plan Funds more than five million dollars (\$5,000,000) as Damages or Loss for all covered Claims, Related Claims or suits (other than for Claims or Related Claims against Covered Persons providing Clinical Services which Claims and Related Claims are subject to the Limits of Liability set forth in paragraphs 2 and 3 of this Article IX):
 - A. that result from one Occurrence, or
 - B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University may pay pursuant to this paragraph 1 regardless of the number of Covered Persons, Claims, Related Claims or suits brought, or persons or organizations making Claims, Related Claims, or bringing suits.

2. For Covered Persons providing Clinical Services at i) a location owned, leased in whole or in part, and under the sole control of the University; ii) a Regional Campus of the College of Medicine; or iii) a location that has been approved by the Vice President, in his or her sole discretion for purposes of this paragraph 2 of Article IX, the maximum amount the University may be required to pay will be any applicable medical professional liability self-insured retention payable from Plan Funds as Damages or Loss for all covered Claims, Related Claims or suits:

- A. that result from one Occurrence, or
- B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University may pay pursuant to this paragraph 2 regardless of the number of Covered Persons, Claims, Related Claims or suits brought, or persons or organizations making Claims, Related Claims, or bringing suits.

3. For Covered Persons providing Clinical Services at i) a location not owned, leased in whole or in part, or under the sole control of the University; or ii) a location that has not been approved by the Vice President, in his or her sole discretion for purposes of this paragraph 3 of Article IX, the maximum amount the University may be required to pay from Plan Funds is one million dollars (\$1,000,000) per Claim and three million dollars (\$3,000,000) Aggregate, per Covered Person in a Policy Period, as Damages or Loss for all covered Claims, Related Claims or suits:

- A. that result from one Occurrence, or
- B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University may pay pursuant to this paragraph 3 regardless of the number of Covered Persons, Claims, Related Claims or suits brought, or persons or organizations making Claims, Related Claims, or bringing suits.

4. The payment of Defense Expenses by the University will not reduce the applicable Limit of Liability as provided for in subparagraphs 2 and 3 of this Article IX.
5. The University shall provide the cost of reasonable legal expenses incurred by or on behalf of a Covered Person in responding to or defending a request, investigation, investigative demand or a proceeding initiated by a state professional licensing board related to the conduct of a Covered Person provided that the University required the Covered Person to be licensed in said jurisdiction. The University shall not be required to pay more than \$50,000 from Plan Funds for any Covered Person in any Policy Period, or more than \$100,000 for a Covered Person arising out of the performance of University Service during their term of employment or University Service. Any fines or penalties assessed by the state licensing body will be the responsibility of the Covered Person, not the University.

6. The Plan's Limit of Liability for each Claim made or suit brought before July 1, 1992 shall be the balance of the Plan Funds at the time of execution of settlement or entry of final judgment less obligations of the Funds incurred through settlements previously executed and final judgments previously entered.
7. Notwithstanding Items 1-5 of this Article, the Limit of Liability shall not exceed any constitutional, statutory, or other legal limitation imposed upon the University in the payment of funds for such purposes. The Plan's Limit of Liability shall not in any case exceed the balance of the applicable Plan Funds at the time of execution of settlement or entry of final judgment, less obligations of the Plan Funds incurred through settlements previously executed and final judgments previously entered.

ARTICLE X

Plan Funding

The Plan will be financed under the following guidelines:

1. The funding of the Plan shall be determined by the Vice President with the advice of an independent actuary contracted by the University.
2. The Vice President shall ascertain appropriate funding levels for the payment of actuarially projected costs of Claims and expenses of the Plan, including the costs of administration, Claims adjustment, the purchase of commercial insurance, and legal defense.
3. The Vice President shall inform The Board of the recommended level of funding, as determined above, and shall transfer the proper amounts to accounts or Plan Funds.
4. The Vice President shall assess University units on an equitable basis for contributions to the Plan Funds.

ARTICLE XI

Fund

1. The Plan Fund(s) or accounts shall exist as long as any Claim or expense payable under the Plan, or any amendments adopted thereto prior to its termination, is outstanding and may become payable from said Fund(s). The money deposited in the Plan Fund(s) shall be used solely for the purpose of payment of such Claims and expenses and shall not be subject to diversion for any other purpose so long as the Plan shall be in effect.
2. The Plan Fund(s) shall be the sole source of all payments made pursuant to the Plan and in no circumstance shall any other funds of the University, any Officer or Member of The

Board of Trustees individually, any Employee, or any other Covered Person be liable or responsible for payment of any Plan obligation.

ARTICLE XII

Miscellaneous Provisions

1. Covered Person's Duties in the Event of Occurrence, Claim, Suit or Notice of Process

A Covered Person shall submit to the Office of University Counsel or its designee at the earliest reasonable time following an Occurrence, statement, act, or omission which might result in a Claim under the Plan, a written notice containing particulars sufficient to identify injured person(s), Covered Persons, witnesses, and the time, place, and circumstances of an Occurrence or other incident which may reasonably lead to a Claim against a Covered Person.

If Claim is made or suit is brought against a Covered Person, the Covered Person shall, not later than 15 days after receipt, forward to the Office of University Counsel every demand, notice, summons, or other process received by the Covered Person or their representative.

If a Covered Person receives notice of any investigation, proceeding, subpoena or other lawful process for which the Covered Person requests legal representation or payment of expenses pursuant to the terms of the Plan, the Covered Person shall forward to Office of University Counsel a request for legal representation and payment of expenses no later than 15 days after receipt of notice of such investigation, proceeding, subpoena or other lawful process.

The Covered Person shall cooperate with the University and, upon the University's request, assist in making settlements, conducting suits, and enforcing any right of contribution or indemnity against any person or organization who may be liable to the Covered Person because of Injury or Damage with respect to which coverage is afforded under the Plan; and the Covered Person shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The University may elect to reimburse a Covered Person certain expenses because of Covered Person's attendance at hearings and/or trials. For Employees such reimbursement may include reasonable out-of-pocket expenses for mileage and parking. If the Covered Person is no longer an Employee the University may elect to reimburse the Covered Person for reasonable airfare, hotel accommodations, and meals associated with their attendance at hearings and/or trials. Under no circumstance will the Plan cover loss of earnings, loss of hours and/or shifts, loss of vacation time and/or expenses associated with missed or cancelled vacations incurred because of Covered Person's

attendance at hearings and/or trials. The University reserves the exclusive right to determine the amount of reimbursement and amount it deems reasonable.

The Covered Person shall not, except at their own cost, voluntarily make any payment, assume any obligation, settle any Claim or incur any expense.

Failure of the Covered Person to cooperate with the University or give any notice required under the Plan or deliver summons and complaint to the Office of University Counsel not later than 15 days after service of process shall constitute a waiver of the coverage provisions provided by the Plan.

2. Action Against the University Under the Plan

No action shall be brought or maintained against the University under the Plan unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the Plan, nor until the amount of the Plan's obligation to pay shall have been finally determined either by final judgment against the Covered Person or by written agreement of the University and the Claimant.

No person or organization shall have any right under the Plan to join the University as a party to any action against the Covered Person to determine the Covered Person's liability, nor shall the University be impleaded by the Covered Person or their legal representative. Nothing in the Plan shall be construed as a waiver of any governmental immunity or legal remedy or defense of the University, any Officer or Member of The Board, Employee or Student of the University.

3. Other Insurance

The coverage afforded by the Plan shall be excess of any other valid and collectible primary liability insurance purchased by the University or the Covered Person.

4. Subrogation

In the Event of any payment under the Plan, the University shall be subrogated to all the Covered Person's rights of recovery therefore against any person or organization and the Covered Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Covered Person shall do nothing to prejudice such rights.

5. Changes in the Plan

All amendments to the Plan subsequent to the date of first approval of the Plan by The Board of Trustees shall be prepared by the Vice President and subject to approval as to legal form by the University Counsel. The Vice President will submit the proposed amendments to the President of the University for review and recommendation to The Board of Trustees. Amendments adopted by the Board shall become effective on the date

fixed by The Board of Trustees, without notice to Covered Persons. The Plan and all amendments thereto shall be available for inspection at reasonable times in the Office of the Secretary of the Board, and information regarding the Plan shall be distributed through campus publications.

6. **Assignment**

The interest hereunder of any Covered Person is not assignable. If a Covered Person shall die or be adjudged incompetent to manage their estate or person, the Covered Person's executor, administrator or guardian shall be considered a Covered Person with respect to any Damage or Loss to which this Plan applies.

7. **Cancellation**

The Board may at any time terminate the Plan and cancel the coverage provided therein. Notice of such termination of the Plan and cancellation of coverage will be given to all Covered Persons by publication in a newspaper of general circulation in Cook County and a newspaper of general circulation in Champaign County, Illinois, at least 30 days prior to the effective date of such termination and cancellation.

8. **Plan Severability**

In the event that any part of the Plan is held to be unconstitutional or otherwise declared illegal or invalid, the other part of the Plan will remain in full force and effect, subject to Board action.

9. **Applicability of Coverage**

The Vice President with the advice of the University Counsel shall decide questions regarding coverage or interpretation of the Plan.

10. **Conformity to Statutes**

This Plan shall conform to any new and existing Federal and/or State legislation that have reporting requirements and to which the Plan is subject, including but not limited to the Illinois Medical Practice Act, the Healthcare Quality Improvement Act, and Medicare, Medicaid, and the SCHIP Extension Act (MMSEA).

CERTIFICATE OF COVERAGE

ISSUE DATE(MM/DD/YY):

9/28/2021

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

c/o University Office of
Risk Management
506 S. Wright St., 247 HAB
Urbana, Illinois 61801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OR SELF INSURANCE LISTED BELOW.

SOURCES OF COVERAGE

COVERAGE LETTER	A	UNIVERSITY OF ILLINOIS LIABILITY SELF INSURANCE PLAN
COVERAGE LETTER	B	UNITED EDUCATORS INSURANCE COMPANY
COVERAGE LETTER	C	STATE OF ILLINOIS AUTO LIABILITY SELF INSURANCE PLAN
COVERAGE LETTER	D	UNIVERSITY OF ILLINOIS WORKERS' COMPENSATION SELF INSURANCE PLAN

THIS IS TO CERTIFY THAT THE INSURANCE LISTED BELOW HAS BEEN PURCHASED/ESTABLISHED BY THE U OF I BOARD OF TRUSTEES FOR THE PERIODS INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE POLICIES/SELF-INSURANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES OR SELF-INSURANCE PROGRAMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, POLICIES OR SELF-INSURANCE PROGRAMS.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD		
A	GENERAL LIABILITY OCCURRENCE FORM	SIP (Self-Insurance Plan)	CONTINUOUS	LIMIT OF LIABILITY	\$ 5,000,000
B	EXCESS GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM \$500,000 SIR	W38-88L	8/30/21 - 8/30/22	GENERAL AGGREGATE	\$ 5,000,000
				PRODUCTS COMP/OPS AGGREGATE	
				PERSONAL & ADVERTISING INJURY	
				EA. OCCURRENCE	\$ 5,000,000
C	AUTO LIABILITY ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS	State of Illinois	CONTINUOUS	CSL (PER OCCURRENCE)	\$ 2,000,000
				BODILY INJURY (PER PERSON)	
				BODILY INJURY (PER ACCIDENT)	
				PROPERTY DAMAGE	
D	WORKER'S COMPENSATION & EMPLOYER'S LIABILITY	SIP (Self-Insurance Plan)	CONTINUOUS	ILLINOIS	STATUTORY
				\$ EACH ACCIDENT	\$ 1,000,000
				\$ (DISEASE-POLICY LIMIT)	\$ 1,000,000
				\$ (DISEASE-EACH EMPLOYEE)	\$ 1,000,000

Description of Operations/Locations/Vehicles/Special Items**CERTIFICATE HOLDER**

This certificate has been issued by the University Office of Risk Management of the University of Illinois. If you have any questions, please call (217) 333-3113.

Signed



Tina D. Harlan
Director, Risk Management