

RESOLUTION NO. 22239

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”) requires the Tollway to provide liability insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. The current coverage expires June 1, 2021, and it is advisable to continue such coverage.

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

To maintain the required insurance protection for Tollway property and personnel, it is in the best interest of the Tollway to accept the offers of the twelve insurance companies, placed through Mesirow Insurance Services, Inc. (“Mesirow”). The proposal includes a primary layer of insurance for \$709,489.00. Total premiums, fees and applicable surplus lines taxes, if any, for the referenced insurance policies and coverages and the broker’s service fee will be in an amount not to exceed \$2,566,237.00.

Resolution

For the period of June 1, 2021 to June 1, 2022, Mesirow secured an offer from Lexington Insurance Company to provide the primary layer of General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, with a limit of \$5,000,000.00, subject to a retention of \$1 million per occurrence.

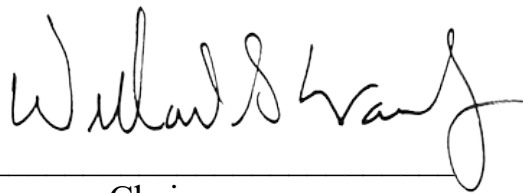
For excess liability coverage, Mesirow also secured offers from eleven other carriers for a combined limit of \$150 million per occurrence and in the aggregate.

RESOLUTION NO. 22239

Resolution - continued

The referenced insurance policies, coverages and fees, in an amount not to exceed \$2,566,237.00, are approved.

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

Approved: 
Chairman

RESOLUTION NO. 22240

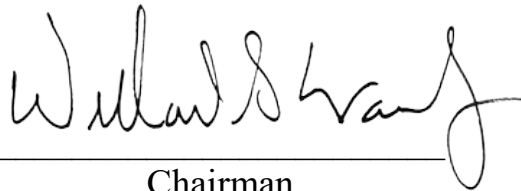
Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Microsoft Surface Pro Tablets, Accessories, and Service Agreements through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with CDW Government LLC, Tollway Contract No. 21-0105, for an upper limit of compensation not to exceed \$194,418.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the DoIT master contract for the purchase of Microsoft Surface Pro Tablets, Accessories, and Service Agreements from CDW Government LLC is approved in an amount not to exceed \$194,418.00. 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: _____



Chairman

05/27/21

6.3/1

**ITEM DEFERRED
RESOLUTION NO.**

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4558 for I-90 Pavement Repairs at IL 53 on the Jane Addams Tollway (I-90) from Mile Post 67.1 to Mile Post 67.7.

Resolution

RESOLUTION NO. 22241

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4576 for Plaza Improvements on the Jane Addams Memorial Tollway (I-90) from Mile Post 7.9 to Mile Post 54.8. The lowest responsive and responsible bidder on Contract No. RR-21-4576 is Western Remac, Inc. in the amount of \$1,499,542.60.

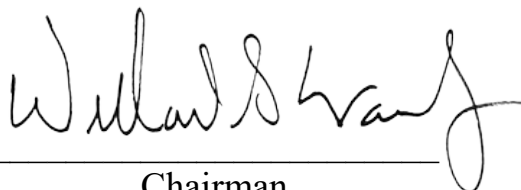
Resolution

Contract RR-21-4576 is awarded to Western Remac, Inc. in the amount of \$1,499,542.60, 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. 22242

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4556 for Landscape Planting Improvements on the Veterans Memorial Tollway (I-355) from Mile Post 24.9 (Roosevelt Road) to Mile Post 29.8 (Army Trail Road). The lowest responsive and responsible bidder on Contract No. RR-20-4556 is Cardinal State, LLC in the amount of \$607,779.36.

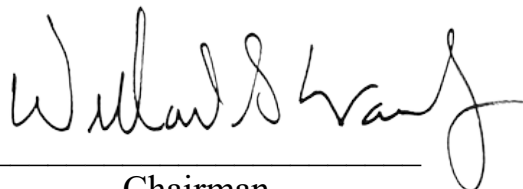
Resolution

Contract No. RR-20-4556 is awarded to Cardinal State, LLC in the amount of \$607,779.36, 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. 22243

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4557 for Landscape Planting Improvements on the Veterans Memorial Tollway (I-355) from Mile Post 19.5 (Ogden Avenue) to Mile Post 24.90 (Roosevelt Road). The lowest responsive and responsible bidder on Contract No. RR-20-4557 is Natural Creations Landscaping, Inc. in the amount of \$999,735.00.

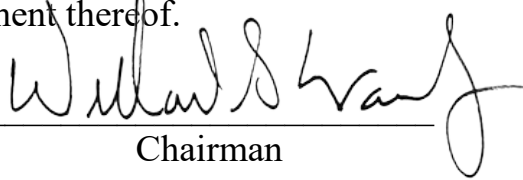
Resolution

Contract No. RR-20-4557 is awarded to Natural Creations Landscaping, Inc. in the amount of \$999,735.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 22244

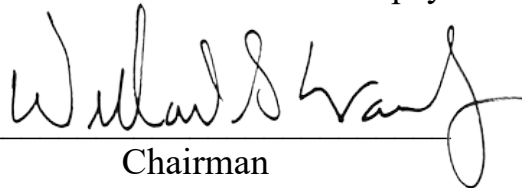
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21043 approved on May 26, 2016, entered into Contract No. I-16-4264 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Pedestrian Overpass Bridge and Bridge Access Building Construction on the Jane Addams Memorial Tollway (I-90) from Mile Post 62.4 to Mile Post 62.6 (Barrington Road Interchange). It is in the best interest of the Tollway to increase the upper limit of Contract No. I-16-4264, by an amount not to exceed \$337,418.14, to provide for additional site supervision and management associated with utility coordination, design modifications and local coordination. 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 Contract No. I-16-4264 in an amount not to exceed \$337,418.14.

Resolution

An Extra Work Order in the amount of \$337,418.14 and a commensurate increase in the upper limit of compensation on Contract No. I-16-4264 (increasing the upper limit from \$8,017,023.82 to \$8,354,441.96) 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

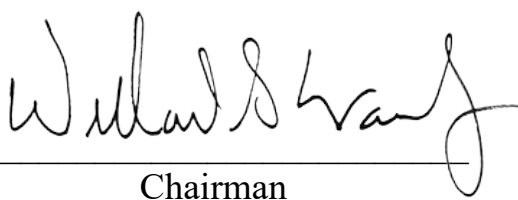
RESOLUTION NO. 22245

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22057 approved on July 16, 2020, entered into Contract No. I-19-4496 with Walsh Construction Company II, LLC for Roadway and Bridge Reconstruction on the Tri-State Tollway (I-294) between Mile Post 30.9 Ramp J from South of I-88 and Mile Post 31.8 North of I-290. It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4496, by an amount not to exceed \$2,129,752.00, to provide for schedule recovery in the form of additional mobilizations, premium time for extended shifts and weekend work, winter work and inefficiencies for out of sequence work due to a delayed start on relocation of watermain and sewers. 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 Contract No. I-19-4496 in an amount not to exceed \$2,129,752.00

Resolution

An Extra Work Order in the amount of \$2,129,752.00 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4496 (increasing the upper limit from \$45,408,488.30 to \$47,538,240.30) 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

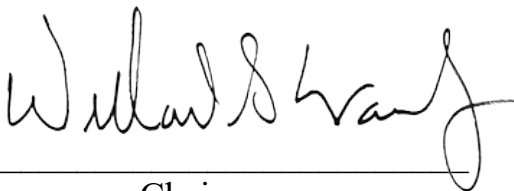
RESOLUTION NO. 22246

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22056 approved on July 16, 2020, entered into Contract No. I-17-4339 with Judlau Contracting, Inc. for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) between Mile Post 35.04 (South of Grand Avenue) and Mile Post 36.70 (Wolf Road) and I-490 Ramp S1 and Ramp S2. It is in the best interest of the Tollway to increase the upper limit of Contract No. I-17-4339, by an amount not to exceed \$2,195,000.00, to provide for schedule recovery in the form of additional mobilizations, premium time for extended shifts and weekend work, and inefficiencies for out of sequence work due to delays associated with permitting. 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 Contract No. I-17-4339 in an amount not to exceed \$2,195,000.00.

Resolution

An Extra Work Order in the amount of \$2,195,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-17-4339 (increasing the upper limit from \$151,340,498.95 to \$153,535,498.95) 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. 22247

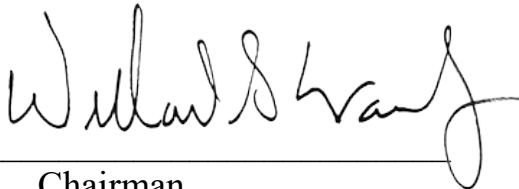
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Traffic Engineer Services, Systemwide on Contract No. RR-20-9981. CDM Smith Inc. submitted a proposal to provide Trust Indenture, consulting Engineering services and other necessary construction-related professional services for an initial five-year period, from January 1, 2022 to December 31, 2026, for an upper limit of compensation not to exceed \$27,070,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer and the General Counsel are authorized to negotiate an agreement with CDM Smith Inc. to obtain Traffic Engineer Services on Contract No. RR-20-9981 with an upper limit of compensation not to exceed \$27,070,000.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22248

Background

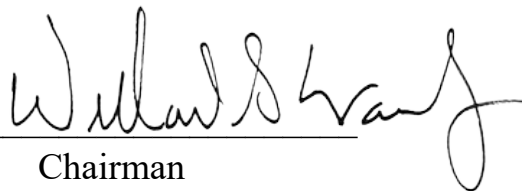
As part of the Elgin O'Hare Western Access Project ("Project"), The Illinois State Toll Highway Authority ("Tollway") is participating in improvement projects for municipal roads as necessitated by the Project. The Village of Franklin Park ("Village") is engaged in such a project, which will involve the reconstruction and rehabilitation of multiple Village roadways within the Village's industrial park, located between the proposed I-490 corridor from I-294 to Franklin Avenue and Wolf Road. The Village will perform the design engineering, construction engineering and construction of the Village roadway improvements subject to reimbursement by the Tollway. This Intergovernmental Agreement defines the parties' responsibilities relative to the Village's roadway reconstruction and rehabilitation project.

It is in the best interest of the Tollway to enter into the Intergovernmental Agreement to memorialize the Tollway's and Village's understandings regarding the Village's roadway reconstruction and rehabilitation project.

Resolution

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

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
AND
THE VILLAGE OF FRANKLIN PARK**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”) and THE VILLAGE OF FRANKLIN PARK, a municipal corporation of the State of Illinois, (“VILLAGE”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY has improved the existing Elgin O’Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O’Hare International Airport (O’Hare Airport) and construct I-490 connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (sometimes referred to as the Elgin O’Hare Western Access “EOWA”), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (sometimes referred to as “Toll Highway”);

WHEREAS, the EOWA project includes the implementation of drainage and local road improvements in the VILLAGE Industrial Park located generally between the proposed I-490 Toll Highway from I-294 to Franklin Avenue and Wolf Road as part of three phases of construction. The first two phases were completed in 2017 and included detention basin construction, modified pump stations, and storm sewer construction. The third phase, Contract S11-C, Franklin Park Local Road Improvements is associated with this AGREEMENT;

WHEREAS, the scope of work for the Contract S11-C includes the reconstruction of King Street (west of Wolf Road), Powell Street, Acorn Lane, West Frontage Road, and East Frontage Road, and the resurfacing of King Street (east of Wolf Road). The contract also includes the extension of Powell Street to Acorn Lane, storm sewer connections, and all other work necessary to complete the contract in accordance with the approved plans and specifications (“PROJECT”);

WHEREAS, the VILLAGE has agreed to assume the final design and construction responsibilities of the PROJECT;

WHEREAS, the VILLAGE and ILLINOIS TOLLWAY executed a separate Intergovernmental Agreement (IGA) on August 20, 2015, identified as I-15-4653, that

documented the PARTIES' responsibilities for the design and construction of the VILLAGE Industrial Park work completed in 2017;

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

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

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

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

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

I. ENGINEERING

A. The VILLAGE agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the VILLAGE shall submit the plans and specifications to the ILLINOIS TOLLWAY for review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the VILLAGE.

C. The ILLINOIS TOLLWAY shall review the plans and specifications within thirty (30) calendar days of receipt thereof. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans pertaining to the alignment and location of the PROJECT improvements which impact its maintained facilities. In the event of disapproval, the ILLINOIS TOLLWAY shall detail in writing its objections to the proposed plans and return them to the VILLAGE for review and consideration. Failure of the ILLINOIS

DRAFT

TOLLWAY to notify the VILLAGE of its approval or disapproval within thirty (30) calendar days of receipt thereof shall be deemed an approval.

- D. The ILLINOIS TOLLWAY and the VILLAGE shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX (F) of this AGREEMENT.
- E. The VILLAGE agrees to assure that all permits and approvals that may be required for the PROJECT are obtained. Permits and approval include but are not limited to those required (the Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Utility, etc.), which are to be secured by the VILLAGE consistent with general project schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to the proposed PROJECT.
- F. Notwithstanding the above paragraph, the ILLINOIS TOLLWAY agrees to assume the PROJECT railroad coordination responsibility with Canadian Pacific Railway (CPR) and pursue required railroad agreement(s) and/or permits and/or licenses as necessary.
- G. The extension of Powell Street included as part of the PROJECT requires the relocation of the existing CPR spur track located in the Industrial Park. The ILLINOIS TOLLWAY is responsible for coordination and construction of the relocation of the CPR spur track as part of the EOWA project improvements.
- H. The ILLINOIS TOLLWAY has secured the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) for the PROJECT. The VILLAGE is responsible for complying with the conditions of this permit and submitting preliminary drainage, grading, landscaping, and erosion control plans to the ILLINOIS TOLLWAY and the U.S. Army Corps of Engineers at design milestones to ensure compliance.

II. RIGHT OF WAY

- A. It is not anticipated that the acquisition of permanent right-of-way interests are required from the PARTIES for construction of the PROJECT, nor is the transfer of any interest in the VILLAGE's property and/or rights-of-way which the ILLINOIS TOLLWAY deems necessary for the maintenance and operation of its Toll Highway system. Therefore, it is understood by the PARTIES that there will be no exchange of any interest in the PARTIES' right-of-way as part of this AGREEMENT.

- B. In the event, the VILLAGE identifies areas of ILLINOIS TOLLWAY property and/or right-of-way temporarily needed for the VILLAGE to enter, access and use to allow the VILLAGE and/or its contractor(s) to construct the PROJECT, the ILLINOIS TOLLWAY shall upon the VILLAGE's submittal of a permit application issue the VILLAGE a permit without charge of permit fees to the VILLAGE; allowing the VILLAGE temporary use. The VILLAGE agrees upon completion of the PROJECT, that those lands used are to be restored by the VILLAGE, at its sole cost and expense, to an "as good as – or – better" than pre-construction condition. The VILLAGE further agrees that the VILLAGE's contractor shall indemnify and hold harmless the ILLINOIS TOLLWAY from any liability, claim, or cause of action relating to the VILLAGE's contractor's use of such land.

III. UTILITY RELOCATION

- A. The VILLAGE agrees to provide the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing PARTIES' rights-of-way which require adjustment as part of the PROJECT.
- B. The VILLAGE agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT required adjustments to existing utilities located on existing VILLAGE rights-of-way where such improvements to the VILLAGE highways are proposed by the VILLAGE, at no expense to the ILLINOIS TOLLWAY.
- D. At locations where utilities are located on ILLINOIS TOLLWAY right-of-way and/or property and must be adjusted due to work proposed by the VILLAGE for the PROJECT, the ILLINOIS TOLLWAY agrees to cooperate with the VILLAGE to make arrangements for and issue all ILLINOIS TOLLWAY permits for the requisite adjustment(s) at no cost to the VILLAGE. At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights-of-way and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, which shall not be unreasonably withheld or denied by the ILLINOIS TOLLWAY and shall be at no cost to the VILLAGE, and to abide by all conditions set forth therein.
- E. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place or proposed within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE as part of the PROJECT, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any associated costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to

be adjusted. The VILLAGE and ILLINOIS TOLLWAY acknowledge that the early design of the PROJECT does not impact the ILLINOIS TOLLWAY's infrastructure as contemplated in this subsection III (E). At each design engineering review stage as set forth in Section I (A), the ILLINOIS TOLLWAY shall inform the VILLAGE in writing if such plans impact the ILLINOIS TOLLWAY's infrastructure as contemplated in this subsection III (E).

IV. CONSTRUCTION

- A. The VILLAGE shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the approved PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing such work. The ILLINOIS TOLLWAY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the ILLINOIS TOLLWAY shall detail in writing its specific objections. If the VILLAGE receives no written response from the ILLINOIS TOLLWAY within ten (10) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved.
- C. After award of the PROJECT, assuming there are no proposed deviations from the plans and specifications, the VILLAGE shall provide no less than thirty (30) calendar days' written notice to the ILLINOIS TOLLWAY prior to commencement of work.
- D. The ILLINOIS TOLLWAY and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The ILLINOIS TOLLWAY may assign personnel to perform inspections on behalf of all work included in the PROJECT and will deliver written notices to the VILLAGE representatives advising the VILLAGE to the identity of the individual(s) assigned to perform said inspections.
- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections.
- F. The VILLAGE shall require that the ILLINOIS TOLLWAY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the VILLAGE requires of its contractor(s) and that the ILLINOIS TOLLWAY will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the construction contract(s) and subcontracts for the PROJECT. In

DRAFT

- addition, the VILLAGE must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required ILLINOIS TOLLWAY insurance coverage. The required insurance documentation shall include, but not be limited to copies of policies, certificates of insurance and additional insured endorsements.
- G. Each PARTY, its contractor(s), subcontractors or vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by such PARTY, its contractor(s), vendor, agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained. All coverages must be with Insurance Companies with an A.M. Best Company financial strength rating of “A minus” or better.
- H. Scope of Insurance - Coverage shall be at least as broad as:
1. Commercial General Liability - Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor’s personal injury liability and contractual obligations. Policy coverage shall be on Insurance Service Office (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent protection).
 2. Business Automobile Liability – Covering owned hired and non-owned vehicles and includes any required uninsured and underinsured insurance coverage for all operators. Policy coverage shall be on the latest filed ISO occurrence form (or a substitute form providing equivalent protection).
 3. Workers’ Compensation Insurance - As required by the Workers’ Compensation Act of the State of Illinois and Employer’s Liability. Contractor may use a Self-Insured plan if the plan is approved by the State of Illinois and certified by the Illinois Workers’ Compensation Commission.
 4. Excess/Umbrella Liability – To apply over the limits and coverage provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying coverage is exhausted.
- I. Limits of Liability - Limits of liability will be provided for the following provisions, minimum limit requirements shown may be fulfilled with those indicated or the higher limits carried by the contractor.
1. Commercial General Liability – Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed

DRAFT

operations coverage will be maintained by the contractor for a minimum of two (2) years following acceptance of work.

2. Business Automobile Liability - Limit liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage per accident.
 3. Workers Compensation with statutory limits and Employers Liability with limits of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation and where applicable, United States Longshoreman and Harbor Workers.
 4. Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2) and (3) above, not less than \$5,000,000 per occurrence and annual aggregate per project will be maintained by the contractor.
- J. All deductibles or self-insured retentions must be declared and any self-insured retention in excess of \$50,000 must be approved and accepted by the PARTIES. Evidence of insurance shall be provided for review by the applicable PARTY and shall include originals of the applicable “additional insured” endorsements for approval of the PARTY identified as “additional insured”. Any failure by the ILLINOIS TOLLWAY or VILLAGE to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.
- K. The VILLAGE shall require its contractor(s) working within the ILLINOIS TOLLWAY’s right-of-way to indemnify the ILLINOIS TOLLWAY in accordance with Article 107.26 of the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2020 or latest edition.
- L. The ILLINOIS TOLLWAY, to the extent permitted by law, shall indemnify and hold the VILLAGE and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.
- M. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- N. The VILLAGE shall give notice to the ILLINOIS TOLLWAY upon completion of 70% and 100% of the PROJECT construction contract, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the ILLINOIS TOLLWAY does not perform a final inspection within fifteen (15) calendar days after receiving notice of completion of 100% of the PROJECT construction contract or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the

ILLINOIS TOLLWAY. The VILLAGE's representative shall join in on such inspection, and the ILLINOIS TOLLWAY shall provide the VILLAGE's representative with no less than forty-eight (48) hours advance notice of the date and time of the inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the ILLINOIS TOLLWAY's representative shall give immediate verbal notice to the VILLAGE's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Village Engineer of the VILLAGE. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The ILLINOIS TOLLWAY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the VILLAGE that the deficiencies have been remedied.

- O. The VILLAGE shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the contract(s) was entered into, in accordance with Article 104.02 of the 2016 Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- P. As-built drawings for PROJECT improvements shall be provided to the ILLINOIS TOLLWAY within sixty (60) days after completion of the work.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE the estimated construction costs, design engineering costs, and construction engineering costs for the PROJECT.
- B. The PARTIES agree the remaining design engineering costs for the PROJECT are \$192,292 (“Final Design Services Costs”). The ILLINOIS TOLLWAY shall pay to the VILLAGE the Final Design Services Costs within sixty (60) days of receipt of an invoice for same from the VILLAGE, which may be submitted at any point following the full execution of this AGREEMENT.
- C. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE for construction of the PROJECT improvements, estimated at \$7,373,204 for construction costs and \$762,620 for construction engineering, for an estimated construction cost of \$8,135,824.
- D. The ILLINOIS TOLLWAY agrees to pay the VILLAGE for the construction and construction engineering services of the PROJECT in the following installments:
 - 1. The first installment of thirty (30) percent, estimated at \$2,440,800, shall be invoiced by the VILLAGE upon award of the PROJECT. The ILLINOIS TOLLWAY shall pay to the VILLAGE the invoiced amount within thirty (30) days of receipt of the invoice.

2. The second installment of thirty-five (35) percent, estimated at \$2,847,500, shall be invoiced by the VILLAGE six (6) months following award of the PROJECT. The ILLINOIS TOLLWAY shall pay to the VILLAGE the invoiced amount within thirty (30) days of receipt of the invoice.

3. The final installment, the remaining balance based on final actual costs estimated at \$2,847,524, shall be invoiced by the VILLAGE following substantial completion of the PROJECT. The ILLINOIS TOLLWAY shall pay to the VILLAGE the invoiced amount within thirty (30) days of receipt of the invoice.

- E. It is further agreed that notwithstanding the estimated construction costs, design engineering costs, and construction engineering costs of \$8,328,116, the ILLINOIS TOLLWAY shall be responsible for the actual costs associated with the PROJECT as described.
- F. Either PARTY may request, after the construction contract(s) are let, that supplemental work that increases the total costs of any PROJECT, or more costly substitute work be added to the construction contract(s). The VILLAGE will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full. Notwithstanding the foregoing, "supplemental work," as used, shall not include additional work resulting from subsurface or otherwise concealed physical conditions that differ materially from those indicated in the design plans or unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character of the PROJECT.

VI. MAINTENANCE - DEFINITIONS

- A. With respect to this AGREEMENT, the term "local" means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

DRAFT

1. "Routine maintenance" refers to the day-to-day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way which causes or threatens imminent danger or destruction to roadway facilities or rights-of-way of the PARTIES, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

DRAFT

- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer of the ILLINOIS TOLLWAY.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY Toll Highway:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local road. ("ILLINOIS TOLLWAY over")
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the Toll Highway. ("VILLAGE over")
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed over the Toll Highway and/or a railroad.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 and the future I-490 Toll Highway, in their entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain King Street (east and west of Wolf Road); Powell Street, including the extension to Acorn Lane; Acorn Lane; West Frontage Road; and East Frontage Road, in their entirety, as depicted on EXHIBIT A attached. The VILLAGE also agrees to maintain storm sewer connections installed by the PROJECT, or any additional work included in the PROJECT at the VILLAGE's request, in its entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

DRAFT

- A. This AGREEMENT shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT on VILLAGE property and/or right-of-way that is not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the ILLINOIS TOLLWAY's right-of-way that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The VILLAGE and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- E. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. The PARTIES understand and agree that the PARTIES shall have jurisdiction of the roadways and facilities as stated in Section VII. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- B. The PARTIES understand and agree that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full-time representative

DRAFT

- of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
 - F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet to resolve the issue. In the event they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT, the decision of the VILLAGE's Engineer shall be final.
 - G. In the event there is a conflict between the written terms contained in this document and the attached EXHIBIT A, the terms included in this document shall control.
 - H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
 - I. The ILLINOIS TOLLWAY agrees that in the event any work is performed by forces other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
 - J. The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931, and it is doing business as a governmental entity, whose mailing address is The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
 - K. The VILLAGE certifies that its correct Federal Tax Identification number is 36-6005882 and it is doing business as a governmental entity, whose mailing address is Village of Franklin Park, 9500 West Belmont Avenue, Franklin Park, Illinois 60131.
 - L. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
 - M. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years after the date this AGREEMENT is executed.

DRAFT

- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- O. The failure by any PARTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or any subsequent breach of such covenants, terms, conditions, rights or remedies. No provision of this AGREEMENT shall be deemed waived by the PARTIES unless such provision is waived in writing.
- P. It is agreed that the laws of the State of Illinois, except for conflicts of law principles, shall apply to this AGREEMENT, and in the event of litigation, venue and jurisdiction shall lie in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.
- Q. 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 Engineering Officer
 - To the VILLAGE: The Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Village Engineer
- R. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE 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.
- S. The VILLAGE also recognizes that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (OIG) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes

DRAFT

providing access to all information and documentation related to the performance of this AGREEMENT and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

DRAFT

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

THE VILLAGE OF FRANKLIN PARK

By: _____
Barrett F. Pedersen
Village President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Lisa M. Conforti, Assistant Attorney General

RESOLUTION NO. 22249
RESCINDING RESOLUTION NO. 21864

Background

On August 15, 2019, the Board of Directors of The Illinois State Toll Highway Authority (“Tollway”) passed Resolution No. 21864, directing the Tollway to enter into an intergovernmental agreement with the County of DuPage (“County”) relative to its planned expansion of the capacity of the Elmhurst Quarry Flood Control Facility (“Facility”) to accommodate the Tollway’s need for compensatory stormwater storage as part of the Central Tri-State Reconstruction Project. The Board authorized the Tollway to contribute an estimated amount of \$1,330,000 to the County’s expansion project.

Subsequent to the passage of Resolution No. 21864, the County and the Tollway agreed that the Tollway, rather than the County, will perform the expansion work. Accordingly, the need for the Tollway to reimburse the County for construction work no longer exists.

Resolution

For the reasons set forth above, the Board hereby rescinds Resolution No. 21864.

Approved by: William S. Kravitz
Chairman

05/27/21

6.5/1

**ITEM DEFERRED
RESOLUTION NO.**

Background

When patrons of The Illinois State Toll Highway Authority (“Tollway”) fail to timely pay their tolls, the Tollway seeks to recover the patrons’ unpaid tolls by issuing them invoices. To provide for the collection of unpaid invoices, the Tollway issued Request for Proposal #20-0066 to procure Violation Enforcement Program Services.

Resolution