

RESOLUTION NO. 22704

Background

In 2014, the Office of the Illinois State Treasurer (“Treasurer”) issued a Request for Proposal (“RFP”) to procure banking and armored car services for The Illinois State Toll Highway Authority (“Tollway”) as custodian for the Tollway. Upon evaluation by the selection committee and recommendation by the Treasurer, Bank of America was determined to be best qualified to perform banking services as well as to provide armored car services for an upper limit of compensation not to exceed \$1,400,000.00 for the four-year period from September 1, 2015 through August 31, 2019 and for a possible six-year renewal term. Accordingly, the Treasurer, the Tollway and Bank of America (collectively, “Parties”) entered into a three-party contract (“Contract”). See Resolution No. 20663 dated April 23, 2015.

In 2019, the Parties renewed the Contract for one year, through August 31, 2020, and increased the Contract’s upper limit of compensation by \$350,000.00. See Resolution No. 21838.

In 2020, the Parties renewed the Contract for one year, through August 31, 2021, and increased the Contract’s upper limit of compensation by \$350,000.00. See Resolution No. 22054.

In 2021, the Parties renewed the Contract for one year, through August 31, 2022, and increased the Contract’s upper limit of compensation by \$250,000.00. See Resolution No. 22267.

In 2022, the Parties renewed the Contract for one year, through August 31, 2023, and increased the Contract’s upper limit of compensation by \$250,000.00. See Resolution No. 22501.

RESOLUTION NO. 22704

Background (continued)

Upon expiration of the current Contract term, the Treasurer may again elect to renew the Contract on terms, agreed to by the Parties, that are consistent with the Treasurer's procurement regulations. It is necessary and in the best interest of the Tollway to renew the Contract for customary banking services and armored car services with Bank of America for a two-year period, from September 1, 2023 through August 31, 2025, and increase the Contract's upper limit by \$200,000.00. This represents the final renewal option available on this contract. Prior to the expiration of this Contract term, the Illinois Treasurer will issue a Request for Proposal to obtain a new banking contract.

Resolution

Subject to the Office of the Illinois Treasurer's successful negotiation of a contract consistent with the foregoing terms, the Tollway is authorized to renew the Contract for customary banking services and armored car services with Bank of America for a two-year period, from September 1, 2023 through August 31, 2025, and increase the Contract's upper limit of compensation to \$2,800,000.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned renewal contract, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22705

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Diversity Tracking Subscriptions and Implementation Services through the Release Off a Multiple Award Master Contract (“ROMAMC”) with Carahsoft Technology Corporation, Tollway Contract No. 23-0006, for an upper limit of compensation not to exceed \$960,624.61. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the ROMAMC for the purchase of Diversity Tracking Subscriptions and Implementation Services from Carahsoft Technology Corporation is approved in an amount not to exceed \$960,624.61. 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 of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22706

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Building Materials. Pursuant to Tollway Invitation for Bid No. 23-0058, the Tollway determined that Cicero Mfg. & Supply Co., Inc. is the lowest responsive and responsible bidder for Building Materials for an upper limit of compensation not to exceed \$139,600.05 for an initial two-year term and an amount not to exceed \$153,278.27 for a possible two-year renewal term.

Resolution

The bid from Cicero Mfg. & Supply Co., Inc. for the purchase of Building Materials is accepted. Contract No. 23-0058 is approved in an amount not to exceed \$139,600.05 for an initial two-year term and an amount not to exceed \$153,278.27 for a possible two-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, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22707

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Building Automation Maintenance, Modification, Parts, and Repair Services from Precision Control Systems of Chicago, Inc. pursuant to a Sole Source Contract, Tollway Contract No. 23-0085, for an upper limit of compensation not to exceed \$1,232,460.00. The Tollway is authorized to procure these 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 Contract with Precision Control Systems of Chicago, Inc. for the purchase of Building Automation Maintenance, Modification, Parts, and Repair Services for an upper limit of compensation not to exceed \$1,232,460.00 is approved, 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, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 22708

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Off-Site Record Storage and Document Management Services. Pursuant to Tollway Invitation for Bid No. 21-0171RRR, the Tollway determined that Iron Mountain Information Management, LLC is the lowest responsive and responsible bidder for Off-Site Record Storage and Document Management Services for an upper limit of compensation not to exceed \$285,474.80 for an initial four-year term and an amount not to exceed \$320,432.96 for a possible four-year renewal term.

Resolution

The bid from Iron Mountain Information Management, LLC for the purchase of Off-Site Record Storage and Document Management Services is accepted. Contract No. 21-0171RRR is approved in an amount not to exceed \$285,474.80 for an initial four-year term and an amount not to exceed \$320,432.96 for a possible four-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, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22709

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-9279 for Closed Circuit Television (CCTV) Camera Installation on the Tri-State Tollway (I-294) between Mile Post 0.6 (Thorn Creek) and Mile Post 52.6 (Lake Cook Road) and on the Tri-State Tollway (I-94) between Mile Post 4.8 (Wadsworth Road) and Mile Post 26.4 (Pfingsten Road). The lowest responsive and responsible bidder on Contract No. RR-23-9279 is Electric Conduit Construction Company in the amount of \$5,416,248.26.

Resolution

Contract No. RR-23-9279 is awarded to Electric Conduit Construction Company in the amount of \$5,416,248.26, 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. 22710

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22547 approved on September 29, 2022, entered into Contract No. I-21-4832 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway Reconstruction and Widening on the Tri-State Tollway (I-294) between Mile Post 25.0 (Hinsdale Oasis) and Mile Post 26.4 (47th Street). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-21-4832, in an amount not to exceed \$800,000.00, to provide compensation for modifying the noise abatement walls based on actual site conditions. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of compensation on Contract No. I-21-4832 in an amount not to exceed \$800,000.00.

Resolution

An Extra Work Order in the amount of \$800,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-21-4832, increasing the upper limit of compensation from \$97,492,590.86 to \$98,292,590.86, 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 22711

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services Upon Request on Contract No. I-23-4755, on the Elgin O’Hare Western Access (I-490). d’Escoto, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$4,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with d’Escoto, Inc. to obtain Design Services Upon Request on Contract No. I-23-4755 with an upper limit of compensation not to exceed \$4,000,000.00, subject to review and approval by the General Counsel. 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

NOTE REGARDING SCRIVENER'S ERROR

The July 27, 2023 Board of Directors agenda contained a typographical error incorrectly referring to the vendor for Contract RR-23-4891 as "SW Consulting & Engineering Services, LLC dba SWE Solutions". The vendor's name should have been identified as "SW Consulting & Engineering Services, PLLC DBA SWE Solutions."

Therefore, Resolution No. 22712 was corrected to reflect the intended vendor name, "SW Consulting & Engineering Services, PLLC DBA SWE Solutions."

The language above accurately reflects the Board's authorization regarding these matters.



Christi Regnery, Board Secretary

RESOLUTION NO. 22712

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Upon Request on Contract No. RR-23-4891, Systemwide. SW Consulting & Engineering Services, PLLC DBA SWE Solutions submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$2,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with SW Consulting & Engineering Services, PLLC DBA SWE Solutions to obtain Construction Management Upon Request on Contract No. RR-23-4891 with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval by the General Counsel. 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. 22713

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Facilities, Construction Management Upon Request on Contract No. RR-23-9281, Systemwide. Bravo Company Engineering, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Bravo Company Engineering, Inc. to obtain Construction Management Upon Request on Contract No. RR-23-9281 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval by the General Counsel. 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 22714

Background

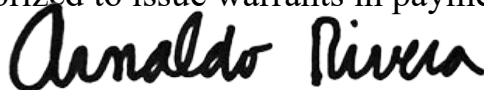
The Illinois State Toll Highway Authority (“Tollway”) is partnering with Cook County (“County”), through its Department of Transportation & Highways, and the Village of Justice (“Village”) to construct an interchange at I-294 at 88th/Cork Avenue (“Project”). The Tollway is leading a portion of the Project (“Tollway Project”), and responsibilities of each party were identified in a July 11, 2022 intergovernmental agreement. In order to maximize the efficiency and safety of the Interchange, the County is leading a project involving necessary improvements to roadways adjacent to the Interchange, which are under the jurisdiction of the County, the Village or the Illinois Department of Transportation (“County Project”). This IGA identifies each parties’ responsibilities relative to engineering, right-of-way acquisition, utility relocation, construction, financial participation, and maintenance for the County Project.

Combined costs for the Tollway Project and the County Project (“Combined Project”) will be offset to determine the parties’ final cost participation. Per the Tollway’s Interchange Policy, the Tollway is providing 50% of the Combined Project’s cost, with the County and Village providing the remaining 50%. The estimated amount of the Tollway’s reimbursement obligation is \$4,130,070.

Resolution

The 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 General Counsel is authorized to finalize the intergovernmental agreement. 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 COUNTY OF COOK,
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF JUSTICE**

This **Intergovernmental Agreement** (“Agreement”), effective upon the last dated signature below, is entered into by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Department of Transportation and Highways (“Department”), The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois (“Illinois Tollway”), and the Village of Justice, a municipal corporation of the State of Illinois (“Village”). The County, Illinois Tollway and Village are sometimes referred to herein individually as a “Party” and collectively as the “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 is improving certain portions of the Tri-State Tollway (“I-294”) mainline between 95th Street and Balmoral Avenue (“CTS Project”);

WHEREAS, within the limits of the CTS Project is the construction of an additional access interchange at I-294 and 88th/Cork Avenue (“Interchange Project”);

WHEREAS, the Interchange Project is being led and constructed by the Illinois Tollway and includes roadways under the jurisdiction of the County and Village;

WHEREAS, on July 11, 2022, the Parties entered into a separate intergovernmental agreement setting forth their respective responsibilities for engineering, right-of-way acquisition, utility relocation, construction, funding and maintenance of the Interchange Project as proposed (“Interchange Project IGA”), which is incorporated into and made a part of this Agreement and attached as Exhibit A;

WHEREAS, to further promote the public welfare and provide convenient, safe and modern roadways, the County is improving roadways adjacent to the above-referenced interchange that are under the jurisdiction of the County, the Illinois Department of Transportation (“IDOT”), or Village (“County Project”);

WHEREAS, County Project improvements will include, but not be limited to, pavement widening and reconstruction, drainage and utility adjustments and improvements, construction of retaining walls, temporary erosion control systems and landscaping restoration, pavement striping, traffic signal installation and interconnection, construction of sidewalks and multi-use paths, lighting installation, water main relocation, and all other incidental and collateral work necessary to complete the County Project;

WHEREAS, County Project improvements will be made at the following locations:

- 88th/Cork Avenue from approximately 60 feet south of the intersection at 81st Street and extending in a northerly direction to the intersection at 79th Street, for a total distance of 1,564 feet (0.30 mile), with a bridge omission at the structure carrying 88th/Cork Avenue over I-294;
- Archer Road from approximately 800 feet west of the intersection at Oak Grove Avenue and extending in a northeasterly direction to approximately 590 feet northeast of the intersection at 88th/Cork Avenue, for a total distance of 1,956 feet (0.37 mile);
- 79th Street from approximately 330 feet west of the intersection at Oak Grove Avenue and extending in an easterly direction to approximately 40 feet west of the intersection at 86th Avenue, for a total distance of 1,615 feet (0.31 mile);
- Oak Grove Avenue from the intersection at 79th Street and extending in a northwesterly direction to the intersection at Frontage Road, for a total distance of 1,035.5 feet (0.20 mile); and
- 81st Street from the intersection at 88th/Cork Avenue and extending in an easterly direction for a total distance of 535 feet (0.10 mile).

WHEREAS, in October 2012, the Illinois Tollway adopted an Interchange and Roadway Cost Sharing Policy (“Interchange Policy”) that outlines a process by which new or expanded interchange access can be advanced, including potential new access points along Illinois Tollway highways;

WHEREAS, per the Interchange Policy, the Illinois Tollway agrees to contribute 50% of the cost of expanded interchange access, provided that the interested local agency or agencies contribute the remaining 50% of the cost;

WHEREAS, the Interchange Project and County Project are consistent with the Illinois Tollway’s Interchange Policy and supported by the County and Village, as they provide additional access for existing and proposed development and potential economic benefits within the County and Village;

WHEREAS, the Parties agree that the Illinois Tollway shall be responsible for 50% of the combined actual costs of the Interchange Project, County Project and any interchange items added to the Illinois Tollway’s CTS Project and, unless otherwise specified, the County and Village shall be responsible for the remaining 50% of the combined actual costs of the Interchange Project, County Project and any interchange items added to the Illinois Tollway’s CTS Project;

WHEREAS, the Parties agree that the Village shall reimburse the County for the Village’s share of Total Project Costs, as defined in Section 3.A. below, through certain grant monies awarded to the Village by the Illinois Department of Commerce and Economic Opportunity (Project #HD220241 in the amount of \$100,000 and Project #SD220154 in the amount of \$250,000);

WHEREAS, this Agreement sets forth the Parties' respective responsibilities and obligations for construction and construction engineering, maintenance and funding of the County Project;

WHEREAS, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001, *et seq.* and the Illinois Highway Code, 605 ILCS 5/1-101, *et seq.*, is authorized to enter into this Agreement, subject to Board approval;

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, subject to Board approval;

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, subject to Board approval; and

WHEREAS, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

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

- **SECTION 1. UTILITY RELOCATION**

- A. The County agrees to provide the Illinois Tollway and Village, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing Illinois Tollway and/or Village right-of-way that require adjustment as part of the County Project. As part of its County Project engineering responsibilities, the County shall identify adjustments to the aforementioned existing utilities.
- B. The County agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements included in the County Project.
- C. The Illinois Tollway and Village agree to make arrangements for and issue all permits for the County Project and cooperate with necessary adjustments to existing utilities located within existing and/or proposed Illinois Tollway and/or Village right-of-way. The Parties agree that any associated costs the Illinois Tollway and/or Village may incur in causing the aforementioned utility or utilities to be adjusted will become shared Interchange Project and County Project costs.
- D. At all locations where utilities are located on County right-of-way and must be adjusted due to work proposed by the Illinois Tollway and/or Village, the County agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the Illinois Tollway's or Village's utilities are located on County right-of-way and must be adjusted due to work proposed by the Illinois Tollway and/or Village or due to work proposed by the County, the Illinois

Tollway and/or Village agree to obtain from the County an approved permit for the facility and abide by all conditions set forth therein. The Parties agree that any associated costs the Illinois Tollway and/or Village may incur in causing the aforementioned utility or utilities to be adjusted will become shared Interchange Project and County Project costs.

- E. At all locations where utilities are located on Illinois Tollway and/or Village right-of-way and must be adjusted due to work proposed by the County, the Illinois Tollway and/or Village agree to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the County's utilities are located on Illinois Tollway and/or Village right-of-way and must be adjusted due to work proposed by the County or due to work proposed by the Illinois Tollway and/or Village, the County agrees to obtain from the Illinois Tollway and/or Village an approved permit for the facility and abide by all conditions set forth therein. The Parties agree that any associated costs the County may incur in causing the aforementioned utility or utilities to be adjusted will become shared Interchange Project and County Project costs.

- **SECTION 2. CONSTRUCTION**

- A. The County shall advertise, receive bids, and award contract(s) for the County Project. Notwithstanding the foregoing, for work to be funded wholly or partially by the Illinois Tollway and/or Village, the County shall obtain the Illinois Tollway's and/or Village's concurrence as to the amount of bids prior to awarding such contracts. The County also shall provide construction engineering inspections and cause the County Project to be constructed in accordance with the County Project plans and specifications, subject to reimbursement by the Illinois Tollway and Village as hereinafter stipulated.
- B. After award of the County Project construction contract(s), any proposed deviations from the approved construction plans and specifications that affect the Illinois Tollway and/or Village shall be submitted to the Illinois Tollway and/or Village for approval prior to commencing such work. The Illinois Tollway and/or Village shall review the proposed deviations and approve or disapprove of the deviations in writing. If proposed deviations to the plans and specifications are not acceptable, the Illinois Tollway and/or Village shall detail, in writing, specific objections for review and consideration by the County. If the County receives no written response from the Illinois Tollway and/or Village within fifteen (15) calendar days after delivering a proposed deviation to the Illinois Tollway and/or Village, or following the expiration of an approved extension of time, the proposed deviation shall be deemed approved by the Illinois Tollway and/or Village.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the approved construction plans and specifications that affect the Illinois Tollway and/or Village, the County shall provide not less than five (5) calendar days written

notice to the Illinois Tollway and Village prior to commencing work on the County Project.

- D. The Illinois Tollway, Village 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 County Project that affects the Illinois Tollway's and/or Village's right-of-way or facilities. The Illinois Tollway and Village shall assign personnel to perform inspections on behalf of the Illinois Tollway and Village respectively of all work included in the County Project that affects the Illinois Tollway's and/or Village's right-of-way or facilities and will deliver written notices to the Superintendent of the Department advising the County as to the identity of the individual(s) assigned to perform said inspections.
- E. The County shall give notice to the Illinois Tollway and Village upon completing seventy percent (70%) and one hundred percent (100%) of all County Project construction contracts involving work that subsequently will be maintained by the Illinois Tollway and/or Village, and the Illinois Tollway and Village shall make an inspection thereof not later than thirty (30) calendar days after receiving notice thereof. If the Illinois Tollway or Village does not perform a final inspection within thirty (30) calendar days after receiving notice of completion of one hundred percent (100%) of all County Project construction contracts or other inspection arrangements are not agreed to by the Parties, the County Project shall be deemed accepted by the Illinois Tollway and/or Village. At the request of the Illinois Tollway and/or Village, the County's representative shall attend such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the Illinois Tollway's and/or Village's representative shall give immediate verbal notice of any deficiency to the County's representative and shall thereafter deliver, within fifteen (15) calendar days, a written list identifying such deficiencies to the Superintendent of the Department. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Illinois Tollway and/or Village shall perform such joint re-inspections within fifteen (15) calendar days after receiving notice from the County that the deficiencies have been remedied.
- F. Notices required to be delivered by any Party pursuant to this Agreement shall be delivered as indicated in Section 6.T. of this Agreement.
- G. The County shall require that the Illinois Tollway, Village and their agents, officers and employees be included as additional insured parties in the general liability insurance the County requires of its contractor(s) and that the Illinois Tollway and Village be added as additional protected parties on all performance bonds required of its contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s) awarded by the County.

H. As-built drawings of the County Project and utility relocations performed by the County shall be provided to the Illinois Tollway and Village within one (1) year following substantial completion of the County Project.

• **SECTION 3. FINANCIAL**

A. The Parties agree that the combined actual costs of (i) the Interchange Project, (ii) the County Project, which include Phase I and Phase II engineering, right of way conveyances, utility relocation, construction and construction engineering, and (iii) the costs associated with any interchange items added to the Illinois Tollway's CTS Project, which include temporary traffic signals, bridge substructure, ramp gores, signing, pavement marking and utility relocation, collectively, "Total Project Costs," shall be shared 50% by the Illinois Tollway and 50% by the County and Village. Cost participation of the Illinois Tollway is estimated to be \$21,749,008, and cost participation of the County and Village, including grant funds awarded to the Village by the Federal Highway Administration ("FHWA"), is estimated to be \$21,749,008.

B. The total estimated construction phase cost of the County Project is \$22,307,021, which includes \$20,279,110 for construction and \$2,027,911 for construction engineering.

C. The Parties agree that upon completion of the Interchange Project and County Project, and determination of the actual costs of said projects, the Illinois Tollway shall contribute additional funding, currently estimated at \$4,130,070, so that its contribution equals 50% of the combined Total Project Costs.

D. Relative to the above-referenced additional funding, the Illinois Tollway agrees to the following reimbursement terms, payable within forty-five (45) days after receipt of an invoice from the County.

1. 35% upon Notice to Proceed of the County Project,
2. 35% upon substantial completion of construction of the County Project, and
3. the remainder, based on final actual costs of the Interchange Project and County Project.

E. The Parties agree that upon completion of the Interchange Project and County Project, and determination of the actual costs of said projects, the Village shall reimburse the County in an amount equal to \$350,000 as the Village's contribution for the following items:

1. Construction costs for any sidewalks and/or multi-use paths constructed or improved along 88th/Cork Avenue, Archer Road, Oak Grove Avenue, and 79th Street;

2. Construction costs for any other sidewalks and/or multi-use paths constructed or improved as part of the County Project;
 3. Costs relating to the installation of emergency vehicle preemption (“EVP”) systems on the traffic signals at the 88th/Cork Avenue and I-294 Northbound Exit Ramp and I-294 South Entrance Ramp intersections; 79th Street at Oak Grove Avenue/88th/Cork Avenue; and Archer Road at Oak Grove Avenue; and
 4. Costs for pavement widening and reconstruction; and
 5. Associated construction engineering costs.
- F. The costs of any water main relocation work required due to the Interchange Project or County Project shall be part of the Total Project Costs, shared 50% by the Illinois Tollway and 50% by the County and Village.
- G. It is further agreed that notwithstanding estimated costs, the Parties shall be responsible for the actual costs associated with the Interchange Project, County Project and any interchange items added to the Illinois Tollway’s CTS Project.

• **SECTION 4. MAINTENANCE - DEFINITIONS**

- A. 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 and/or replacement of the maintained facility when needed. Maintenance includes, but is not limited to:
1. “Routine maintenance,” which 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,” which 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,” which 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," which 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," which refers to any maintenance activity that must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way that causes or threatens imminent danger or destruction to the Parties' roadway facilities or right-of-way, to the motoring public and/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.
- B. 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.
- C. 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 Parties to this Agreement are 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.
- D. 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.

- **SECTION 5. MAINTENANCE – RESPONSIBILITIES**

A. Bicycle and Pedestrian Facilities

1. The Village shall own, operate and maintain any sidewalks and/or multi-use paths constructed or improved along 88th/Cork Avenue, in compliance with the Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations. The Village also agrees to be responsible for routine maintenance of any sidewalks and/or multi-use paths along the 88th/Cork Avenue bridge over I-294 (Structure Number 016-3248).
2. Ownership and maintenance responsibilities for any sidewalks and/or multi-use paths constructed or improved along Archer Road, Oak Grove Avenue and 79th Street will be delineated in a separate letter of understanding or agreement between the Village and IDOT. The County and Illinois Tollway shall not own,

operate or maintain any sidewalks and/or multi-use paths constructed or improved along Archer Road, Oak Grove Avenue and 79th Street.

3. The Village shall defend, indemnify and hold harmless the County and Illinois Tollway and their commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of any sidewalks and/or multi-use paths constructed or improved along 88th/Cork Avenue, Archer Road, Oak Grove Avenue and 79th Street, or any other sidewalks and/or multi-use paths constructed or improved as part of the County Project.

B. EVP Systems

1. The Village shall own and be responsible for one hundred percent (100%) of the maintenance costs for the EVP systems installed on the traffic signals at the 88th/Cork Avenue and I-294 Northbound Exit Ramp and I-294 Southbound Entrance Ramp intersections. The Village acknowledges that it shall not have access to or on the County's traffic signals at these locations. The County shall monitor the operational status of the EVP systems at no cost to the Village and shall inform the Village should it detect fault with the operation of any EVP system. In the event the County detects fault with the operation of any EVP system maintained by the Village, the Village shall enter into an agreement with a contractor prequalified by IDOT in the following category: Electrical, for repair or removal and replacement of the EVP system(s).
2. Ownership and maintenance responsibilities for the EVP systems installed on the traffic signals at 79th Street at Oak Grove Avenue/88th/Cork Avenue and at Archer Road at Oak Grove Avenue will be delineated in a separate letter of understanding or agreement between the Village and IDOT. The County and Illinois Tollway shall not own, operate or maintain the EVP systems installed on the traffic signals at 79th Street at Oak Grove Avenue/88th/Cork Avenue and at Archer Road at Oak Grove Avenue.

C. Lighting

1. The Village shall own and have financial responsibility for maintenance and electrical costs for lighting installed along 88th/Cork Avenue from 81st Street to 79th Street, excluding the combination lighting at the new 88th/Cork Avenue and I-294 Northbound Exit Ramp and I-294 Southbound Entrance Ramp intersections. The County shall own and have financial responsibility for

maintenance and electrical costs for the combination lighting at these intersections.

2. Ownership and financial responsibility for maintenance and electrical energy costs for lighting installed along 79th Street from 88th/Cork Avenue to 86th Avenue and along Archer Road from Oak Grove Avenue to 88th Avenue will be delineated in a separate letter of understanding or agreement between the Village and IDOT. The County and Illinois Tollway shall not own or have financial responsibility for maintenance and electrical costs for lighting installed along 79th Street from 88th/Cork Avenue to 86th Avenue and along Archer Road from Oak Grove Avenue to 88th Avenue.

D. Roadways

1. The County shall continue to own, operate and maintain 88th/Cork Avenue, including, but not limited to, any existing or newly constructed and/or installed County-owned utilities, retaining walls, landscaping, signage, storm sewers and/or other drainage facilities on County right-of-way.
2. The Village shall continue to own, operate and maintain 81st Street, including, but not limited to, any existing or newly constructed and/or installed Village-owned utilities, retaining walls, trees and landscaping, signage, storm sewers, sanitary sewers and/or other drainage facilities on Village right-of-way. The Village shall also maintain any existing or newly constructed and/or installed sanitary sewers and trees along 88th/Cork Avenue.
3. The Illinois Tollway shall continue to own, operate and maintain I-294 in its entirety.

E. Traffic Signals. The County shall own, operate, energize and maintain the traffic signals at the 88th/Cork Avenue and I-294 Northbound Exit Ramp and I-294 Southbound Entrance Ramp intersections, including associated interconnect system components and the combination lights on the traffic signal mast arms.

F. Survives Termination. The Parties' maintenance obligations described in this section shall survive termination of this Agreement.

• **SECTION 6. GENERAL CONDITIONS**

A. The Parties have read and reviewed the terms of this Agreement and by their signatures below, represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by its terms and conditions.

- B. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and approved assigns. No Party may assign its rights or obligations hereunder without the written consent of the other Parties.
- C. The Parties shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.
- D. In the event there is a conflict between the terms contained in this Agreement and any attached exhibits, the terms included in this Agreement shall control.
- E. This Agreement may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. The County Project is hereby designated as County section number 19-W3019-00-PV. The Parties shall include County section number 19-W3019-00-PV on all County Project-related submittals, including, but not limited to, invoices and written correspondence.
- G. 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 of said Party during the performance 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 Parties.
- H. In the event of a dispute between the Illinois Tollway and/or Village and the County in the performance of this Agreement in reference to the Illinois Tollway's and/or Village's facilities (requested work, roadways, traffic signals, utilities, etc.), the Superintendent of the Department, the Chief Engineering Officer of the Illinois Tollway and/or 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 Illinois Tollway's and/or Village's facilities (requested work, roadways, traffic signals, utilities, etc.), the decision of the Illinois Tollway's Chief Engineering Officer and/or Village's Engineer shall be final as long as, in the reasonable opinion of the Department's Superintendent, that decision does not delay delivery of the County Project and is not detrimental to the maintenance and operation of any County roadways or facilities. In such a case, the decision of the Department's Superintendent shall be final.
- I. Subject to Section 5.F. above, this Agreement shall expire upon completion of construction of the Interchange Project and County Project and final reimbursement to the County by the Village.

- J. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- K. 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.
- L. The County certifies that its correct Federal Tax Identification Number is 36-6006541 and that it is doing business as a governmental entity, whose mailing address is 118 N. Clark Street, Room 500, Chicago, IL 60602.
- M. The Village certifies that its correct Federal Tax Identification Number is 36-2648525 and that it is doing business as a governmental entity, whose mailing address is 7800 Archer Road, Justice, IL 60458.
- N. The Illinois Tollway certifies that its correct Federal Tax Identification Number is 36-2811931 and that it is doing business as a governmental entity, whose mailing address is 2700 Ogden Avenue, Downers Grove, IL 60515.
- O. No Party shall be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics, natural disasters and the like.
- P. The Illinois Tollway and/or Village may terminate this Agreement if contract(s) covering the work contemplated herein is not awarded within three (3) years after the effective date of this Agreement.
- Q. Unless otherwise specified herein, this Agreement may only be modified by written instrument executed by duly authorized representatives of the Parties and the Illinois Attorney General.
- R. The Parties agree that the actions taken and the representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party shall incur personal liability in conjunction with this Agreement.
- S. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party,

including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the others.

- T. Unless otherwise specified herein, all written reports, notices and other communications related to this Agreement shall be in writing and personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the County: Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyil.gov

To the Illinois Tollway: Illinois State Toll Highway Authority
Attn: Chief Engineering Officer
2700 Ogden Avenue
Downers Grove, IL 60515
E-mail: mnashif@getipass.com

To the Village: Village of Justice
Attn: Krzysztof (Kris) Wasowicz, Village President/Mayor
7800 Archer Road
Justice, IL 60548
E-mail: kwasowicz@villageofjustice.org

- U. The failure by the County, Village or Illinois Tollway 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 County, Village or Illinois Tollway unless such provision is waived in writing.
- V. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- W. The Parties shall maintain books and records relating to the performance of this Agreement. 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 Agreement or completion of the work required under this Agreement.

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, any auditor(s) of the Parties and/or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.

The County and Village also recognize that, pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, the Illinois Tollway Inspector General (“IG”) 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 County and Village will fully cooperate in any IG audit, investigation or review and shall not bill the Illinois Tollway for such time. Cooperation includes providing access to all information and documentation related to the performance of this Agreement and disclosing and making available all personnel involved in, or connected with, or having knowledge of, the performance of this Agreement.

- X. Headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- Y. If any term of this Agreement is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such term shall be excluded from this Agreement; all other terms shall remain in full force and effect, and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- Z. Wherever in this Agreement approval or review by the County, Village and/or Illinois Tollway is provided for, said approval or review shall not be unreasonably delayed or withheld.
- AA. 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 exclusively in the Circuit Court of DuPage County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.

(signature pages to follow)

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

THE COUNTY OF COOK

By: _____
Toni Preckwinkle
President
Cook County Board of Commissioners

Attest: _____
County Clerk

Date: _____

Recommended By:

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

Approved as to Form:
Kimberly M. Foxx, State's Attorney

Assistant State's Attorney

THE VILLAGE OF JUSTICE

By: _____
Krzysztof (Kris) Wasowicz
Village President

Attest: _____
Village Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Cassandra Rouse
Executive Director

Date: _____

By: _____
Cathy Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General