

RESOLUTION NO. 21244

Background

WHEREAS, the Tollway adopted Resolution No. 19480 authorizing the “Move Illinois: The Illinois Tollway Driving the Future” program (“Move Illinois Program”), a 15-year, \$12 billion capital plan including authorization for toll increases which have been and continue to be implemented as well as authority to issue bonds to finance the Move Illinois Program; and

WHEREAS, the Tollway is proposing modifications to its Move Illinois Program including increasing the program funding by \$2.1 billion to \$14.3 billion to provide for enhancements of previously identified improvements to the Central Tri-State Tollway; and

WHEREAS, the Tri-State Tollway is a critical Tollway segment providing 45% of all Tollway revenues; and

WHEREAS, the Central Tri-State is the heaviest used and most congested segment of the Tollway system; and

WHEREAS, the Tollway Board desires to make strategic investments that provide lasting value to customers and tangible benefits for local communities and the region while maintaining Illinois as a leader in the national transportation network.

WHEREAS, a copy of the recommended alternative for the Central Tri-State project as presented to the Customer Service and Planning Committee of the Board on April 24, 2017 is attached and made a part of this Resolution; and

RESOLUTION NO. 21244

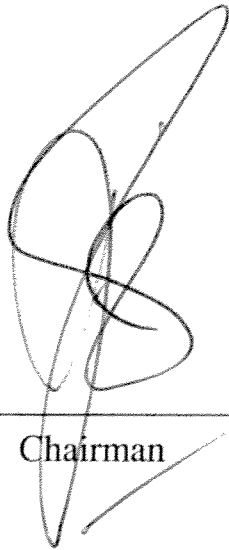
Resolution

The authorization to modify the Move Illinois Program as presented publically, and attached as Exhibit A, is hereby authorized. The Executive Director is authorized to seek the Governor's approval of the modified Move Illinois Program pursuant to Section 14.1 of the Toll Highway Act; and

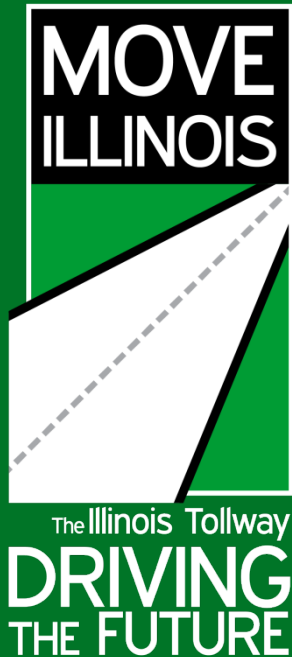
The Executive Director is authorized to include planning for possible accommodation of public transit service such as bus rapid transit or commuter rail in Tollway corridors that are part of the modified Move Illinois Program; and

The Tollway shall employ its best, reasonable and lawful efforts to employ Illinois residents and use companies located in Illinois in the execution of the modified Move Illinois Program.

Approved by: _____



Chairman



Reduce Congestion and Repair Central Tri-State Tollway (I-294)

April 27, 2017

Tri-State Tollway (I-294) Corridor Overview

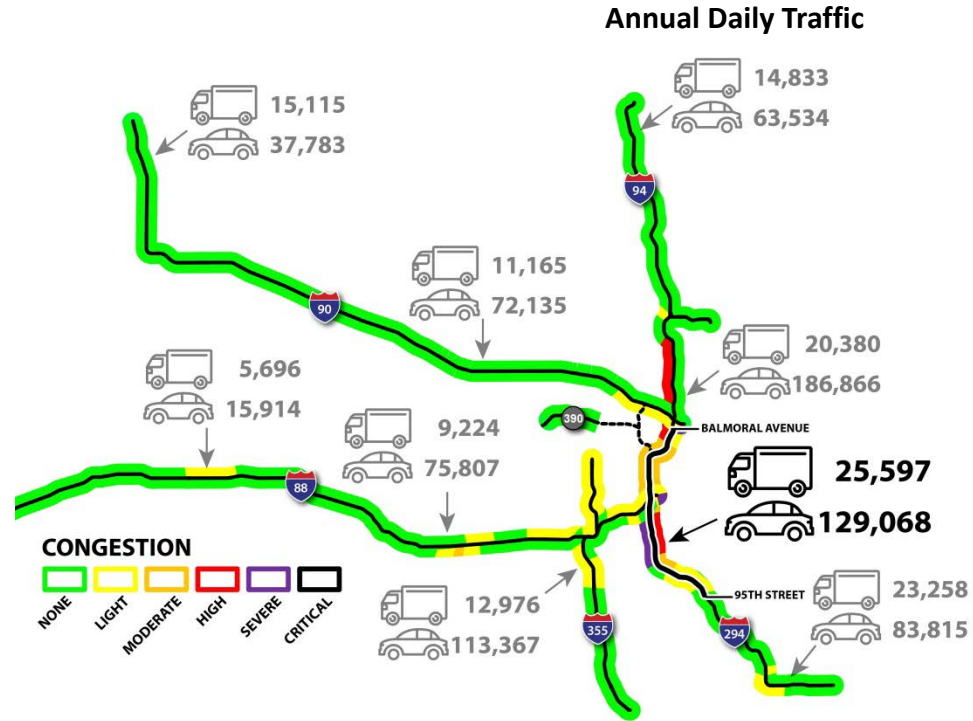
Workhorse of Tollway system

Integral to state and region's economy

Central to transportation network

Major freight corridor

Worst congestion delays on 292-mile Tollway system

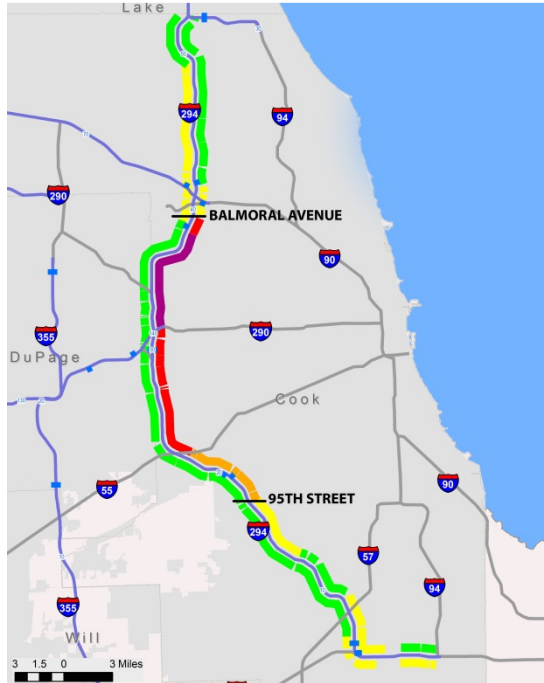


Source: CDM Smith

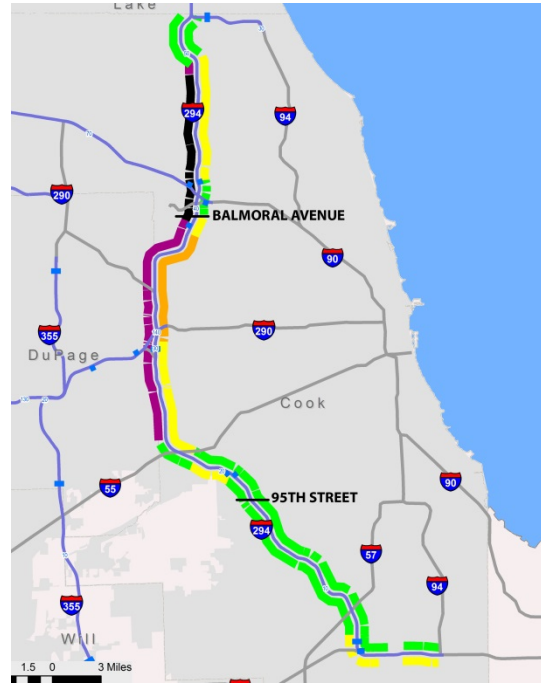


Current Central Tri-State Congestion

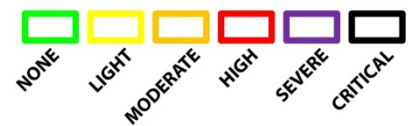
A.M. Peak



P.M. Peak



CONGESTION



Source: CDM Smith

Central Tri-State Tollway (I-294) Corridor

95th Street to Balmoral Avenue
22 miles

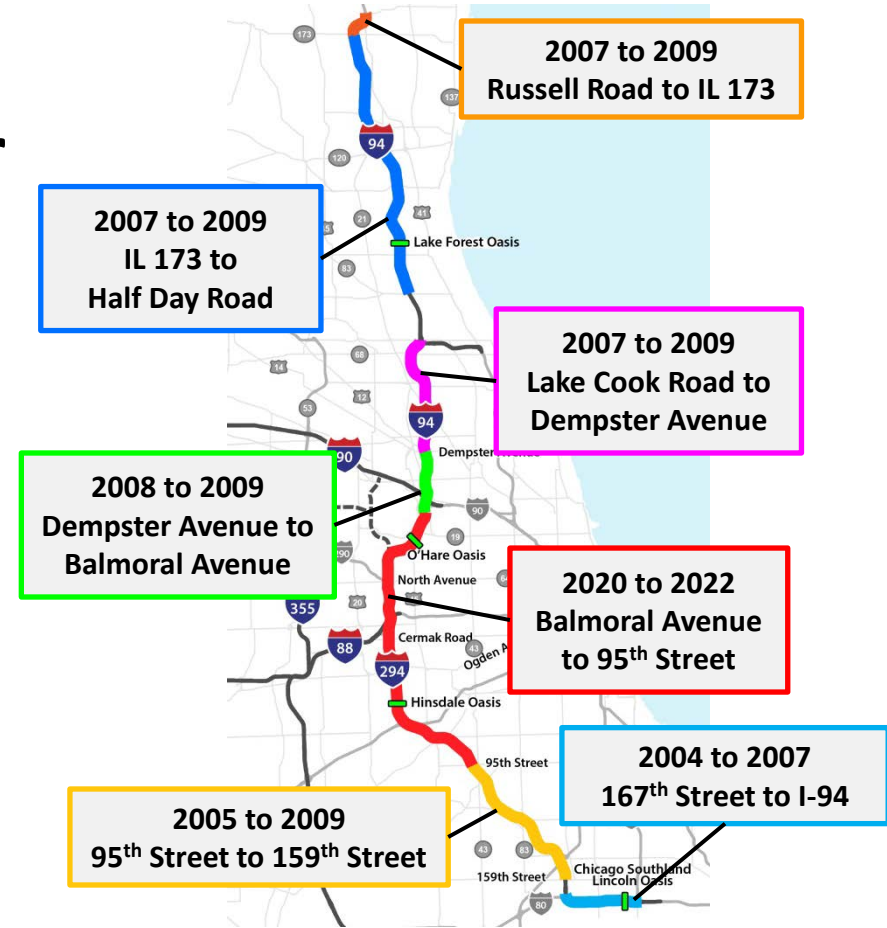
Originally constructed in 1958

Segments of original pavement and
structures

Patchwork pavement repairs

Currently 4 lanes, 13 interchanges,
2 oases and 5 toll plazas

Original \$1.9 billion reconstruction
project part of *Move Illinois* Program,
anticipated for 2020 to 2022



Current Central Tri-State Plan

Move Illinois Program

2 years and \$1.9 billion

Bring the corridor to a state of good repair

22 miles of removal and replacement of old pavement

Improve Mile Long Bridge and BNSF Bridge

Congestion relief unresolved

Choke points, bottlenecks and daily backups remain

Reconstruction insufficient for current and future travel needs

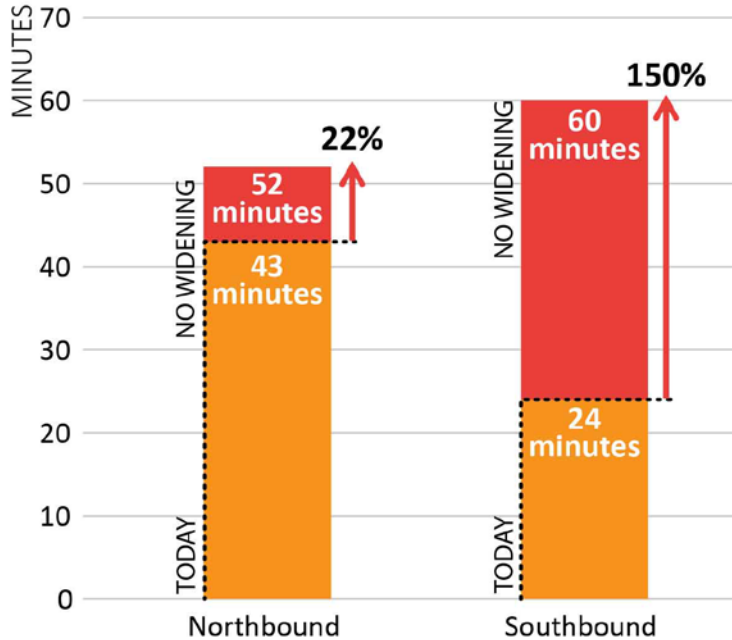
Unaddressed needs of adjacent communities

Unable to achieve long-term value from \$1.9 billion investment

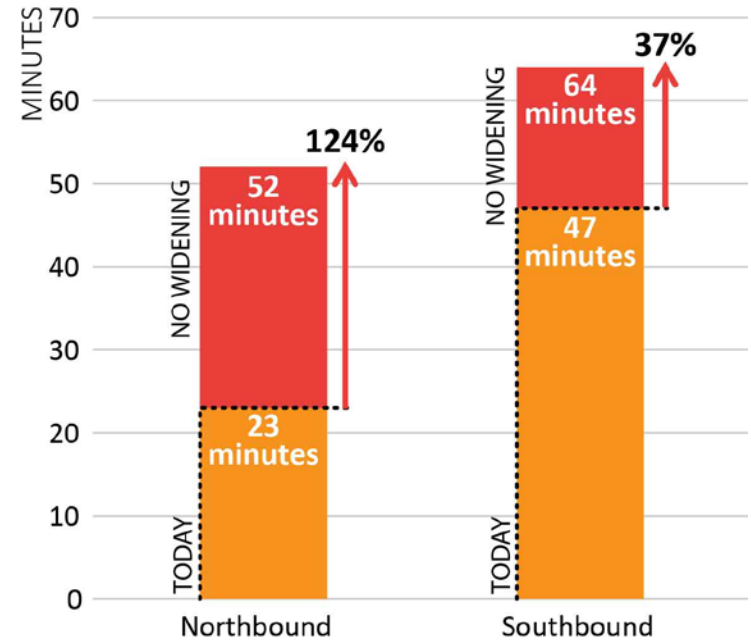


Congestion Only Gets Worse

A.M. PEAK TRIP



P.M. PEAK TRIP



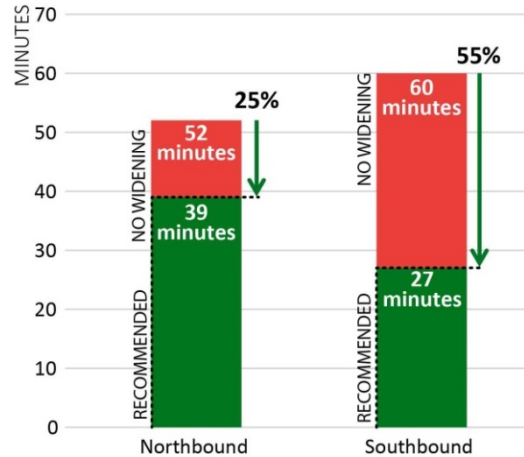
Travel times are related to traveling the full length between Balmoral Avenue and 95th Street. Travel times related to no widening are projected to 2040.

Source: Draft Central Tri-State Master Plan

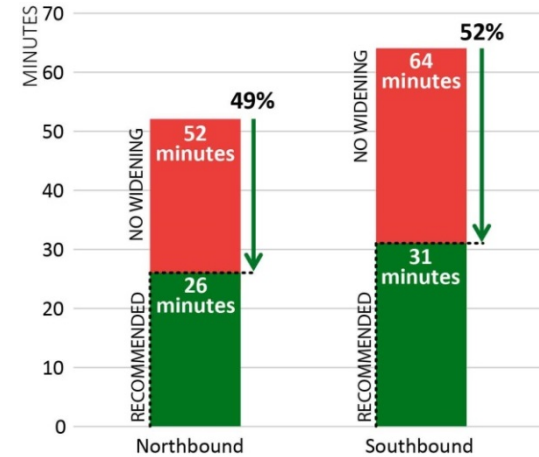


Saves Time, Reduce Congestion

A.M. PEAK TRIP



P.M. PEAK TRIP



Source: Draft Central Tri-State Master Plan

DAILY COMMUTER - TOTAL HOURS (A.M. Northbound and P.M. Southbound)



Travel times are related to traveling the full length between Balmoral Avenue and 95th Street. Travel times related to no widening are projected to 2040.

Presented by Aimee Lee on April 27, 2017



The Illinois Tollway
DRIVING THE FUTURE

Benefits of Recommended Alternative

25% - 55% shorter peak travel times

Travel speed increases from 24 mph to 45 mph during peak periods

Increase safety and reliability

Flex Lane to improve operations and safety

Provide for transit option

Robust power and data to support future technology



Regional Benefits of Recommended Alternative

\$330 million annual savings from reduced travel delays

Create or sustain as many as 43,000 jobs

Support regional transportation solutions

Opportunities for economic development throughout the corridor

Partnership opportunities with local agencies and communities

Provide local road congestion relief

Freight solutions for industry growing needs

Reduced delays in freight movements and increased reliability

Regional stormwater solutions for economic development

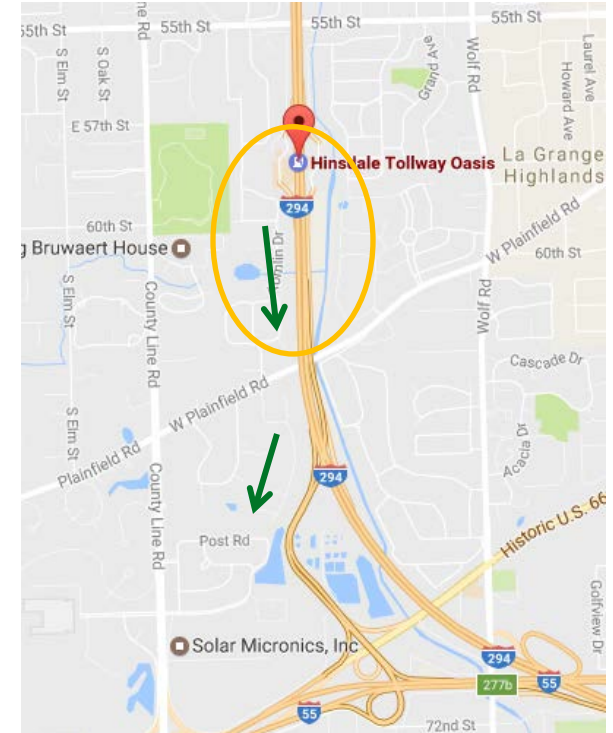


Major System Interchange Improvements



The Illinois Tollway
DRIVING
THE FUTURE

Major System Interchange Improvements



Presented by Aimee Lee on April 27, 2017

Project Financing

Amount	Source
\$1.9 billion	Original allocated amount in <i>Move Illinois</i> Program
\$0.16 billion	Revenue in excess of what was expected for 2013 through 2016.
\$0.24 billion	Additional revenue provided based on current projections from 2017 through 2025 relative to estimates made at the start of <i>Move Illinois</i> .
\$0.28 billion	Less debt service costs for <i>Move Illinois</i> for 2012 through 2023 than planned in 2013.
\$0.12 billion	Revenue expected to be generated between 2018 and 2025 via a new v-toll fee which will encourage transponder use and improve toll collection efficiency.
\$1.3 billion	Additional bonding between 2023 and 2025 allowed because of incremental revenue from additional lanes on the Central Tri-State, v-toll fee and lower debt service for bonds already issued. Tollway debt service coverage will remain above 2.0 for all years.
\$4 billion (with no toll increase)	



Next Steps

- Board discussion and approval
- Procure design contracts
- Establish community and stakeholder working groups
- Continue individual community briefings and coordination and public outreach
- Coordinate with railroads, utilities, businesses and other agencies
- Continue to collaborate with partners on major system Interchanges
- Advance work to begin as early as 2018



The Illinois Tollway

**DRIVING
THE FUTURE**

THANK YOU

RESOLUTION NO. 21245

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of the Illinois State Toll Highway Authority (the “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 May 31, 2017, and it is advisable to continue such coverage.

In 2014 Central Management Services (CMS) of Illinois entered into a master contract with Mesirow Insurance Services, Inc., to provide Insurance Broker Services. Pursuant to this master contract, the Tollway engaged the services with the Insurance Broker to obtain proposals for Liability Insurance Protection.

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

It is now in the best interest of the Tollway to accept the offers of the seven insurance companies, placed through Mesirow Insurance Services, Inc., in order to maintain the required insurance protection for Tollway operations. The proposal includes a primary layer of insurance from The Insurance Company of the State of Pennsylvania with coverage of \$20 million per occurrence with \$40 million of annual aggregate protection for the commercial general liability coverage portion of the policy.

Resolution

The Insurance Company of the State of Pennsylvania is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period June 1, 2017 to May 31, 2018, with a primary layer limit of \$20,000,000 per occurrence, \$40,000,000 annual aggregate for non-auto Liability, (subject to a retention of \$500,000 per occurrence), and \$20,000,000 per occurrence for Automobile Liability (subject to a retention of \$250,000 per occurrence).

RESOLUTION NO. 21245

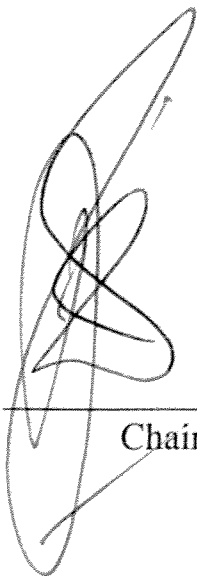
Resolution - continued

It is acknowledged that Mesirow Insurance Services, Inc. has secured offers from the carriers to provide layers of excess liability coverage for the period of June 1, 2017 to May 31, 2018, for a combined limit of \$130,000,000 per occurrence and in the aggregate in excess of the primary layer coverage.

All stated policies, related coverages and the broker service fee will be secured for total premiums and fees not to exceed \$1,012,824.00, including any applicable surplus lines tax; and such liability coverage is approved with all coverage obtained and paid through the Insurance Broker, Mesirow Insurance Services, Inc.

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

Approved: _____



Chairman

RESOLUTION NO. 21246

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Navistar Truck Repair Services (Contract No. 14-0077) from Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Chicago); Lakeside International LLC; and Thompson Truck & Trailer, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an aggregate amount not to exceed \$500,000.00 for the purchase of additional Navistar Truck Repair Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 14-0077 for the purchase of additional Navistar Truck Repair Services from Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Chicago); Lakeside International LLC; and Thompson Truck & Trailer, Inc. is approved in an aggregate amount not to exceed \$500,000.00 (increase from \$451,625.00 to \$951,625.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21247

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Preventive Maintenance and Repair of Boilers and Water Heaters (Contract No. 12-0063RRR) from Oak Brook Mechanical Services, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$156,102.00 for the purchase of additional Preventive Maintenance and Repair of Boilers and Water Heaters.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0063RRR for the purchase of additional Preventive Maintenance and Repair of Boilers and Water Heaters from Oak Brook Mechanical Services, Inc. is approved in an amount not to exceed \$156,102.00 (increase from \$78,051.00 to \$234,153.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21248

Background

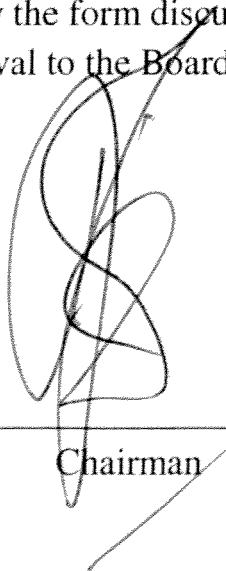
It is necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to improve the efficiency of revenue collection for video tolling ("V-tolling") as well as debt collection.

Current V-tolling rules provide the Tollway to assess penalties and administrative fees on I-PASS customers under certain circumstances that are not currently utilized. It is in the best interest of the Tollway to modify those rules, consistent with the information presented by staff.

Resolution

The Chief Financial Officer, the Chief of Business Systems and the Acting General Counsel are authorized to modify debt collection processes as discussed, and also request necessary approvals and take appropriate steps required to amend the Tollway's current administrative rules to provide for changes in V-tolling rules in substantially the form discussed, and present a final draft Administrative Rule for final approval to the Board.

Approved by: _____


Chairman

RESOLUTION NO. 21249

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4286 for Drainage Improvements on the Tri-State Tollway (I-294) from Milepost 10.2 Northbound Midlothian Turnpike (137th Street) to Milepost 10.5 (135th Street). The lowest responsible bidder on Contract No. RR-17-4286 is Fox Excavating, Inc. in the amount of \$395,114.00.

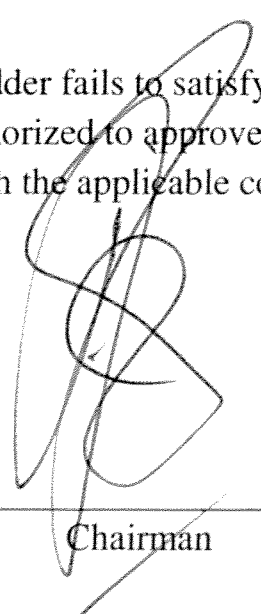
Resolution

Contract No. RR-17-4286 is awarded to Fox Excavating, Inc. in the amount of \$395,114.00, 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 or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel 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.

Approved by: _____


Chairman

RESOLUTION NO. 21250

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4287 for Drainage Improvements, on the Tri-State Tollway (I-294) Northbound Milepost 14.9 to Milepost 15.1 (South of 111th Street); Southbound Milepost 15.8 (Norfolk Southern Railways) to Milepost 15.7 (107th Street). The lowest responsible bidder on Contract No. RR-17-4287 is Fox Excavating, Inc., in the amount of \$652,631.00.

Resolution

Contract No. RR-17-4287 is awarded to Fox Excavating, Inc., in the amount of \$652,631.00, 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 or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel 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.

Approved by: _____
Chairman

RESOLUTION NO. 21251

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-6001 for Systemwide Dynamic Message Sign Improvements on the Reagan Memorial Tollway (I-88) Milepost 115.3 (Randall Road) to Milepost 137.6 (Spring Road); Veterans Memorial Tollway (I-355) Milepost 17.1 (63rd Street) to Milepost 25.8 (IL 53). The lowest responsible bidder on Contract No. RR-17-6001 is Aldridge Electric, Inc., in the amount of \$2,599,902.70.

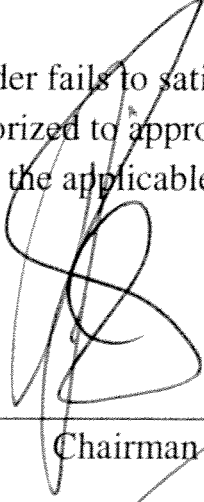
Resolution

Contract No. RR-17-6001 is awarded to Aldridge Electric, Inc., in the amount of \$2,599,902.70, 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 or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel 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.

Approved by: _____


Chairman

RESOLUTION NO. 21252

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-9201 for Pavement Marking, Systemwide. The lowest responsible bidder on Contract No. RR-17-9201 is RoadSafe Traffic Systems, Inc., in the amount of \$675,209.00.

Resolution

Contract No. RR-17-9201 is awarded to RoadSafe Traffic Systems, Inc., in the amount of \$675,209.00, 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 or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel 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.

Approved by: _____

Chairman

RESOLUTION NO. 21253

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Program and Project Management Services for Intelligent Transportation Systems Maintenance (ITS) and Network Deployment Guidance and Support Management, Systemwide, on Contract No. RR-16-9194. Parsons Transportation Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Parsons Transportation Group, Inc. to obtain ITS Maintenance and Network Deployment Guidance and Support Management, for Contract No. RR-16-9194, with an upper limit of compensation not to exceed \$6,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21254

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20146 approved November 21, 2013, entered into an Agreement with Bowman Consulting Group, Ltd. on Contract RR-13-4117 for Roadway Reconstruction Design Services, on the Reagan Memorial Tollway (I-88), East West Connector with the Tri-State Tollway (I-294).

Per Tollway request, Bowman Consulting Group, Ltd. has submitted a proposal to provide Supplemental Design Services for Contract RR-13-4117, increasing the contract upper limit by \$419,000.00 from \$2,993,467.42 to \$3,412,467.42. It is necessary and in the best interest of the Tollway to accept the proposal from Bowman Consulting Group, Ltd.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Bowman Consulting Group, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$419,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21255

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20209 approved January 23, 2014, entered into an Agreement with Parsons Transportation Group, Inc. on Contract RR-13-4116 for Roadway Reconstruction Design Services, on the Reagan Memorial Tollway (I-88) from Milepost 138.1 (York Road Plaza) to Milepost 140.5 (I-290).

Per Tollway request, Parsons Transportation Group, Inc. has submitted a proposal to provide Supplemental Design Services for Contract RR-13-4116, increasing the contract upper limit by \$534,000.00 from \$3,348,578.95 to \$3,882,578.95. It is necessary and in the best interest of the Tollway to accept the proposal from Parsons Transportation Group, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Parsons Transportation Group, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$534,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21256

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19682 approved April 26, 2012, entered into an Agreement with BV3 LLC, a Joint Venture on Contract I-11-4018 for Reconstruction and Add Lane Design Corridor Management Services, on the Jane Addams Memorial Tollway (I-90) Milepost 78.6 (Kennedy Expressway) to Milepost 53.8 (Elgin Toll Plaza) and Design Section Engineering Services on the Jane Addams Memorial Tollway (I-90) from Milepost 60.8 (Higgins Road) to Milepost 53.8 (Elgin Toll Plaza).

Per Tollway request, BV3 LLC, a Joint Venture has submitted a proposal to provide Supplemental Design Services for Contract I-11-4018, increasing the contract upper limit by \$550,000.00 from \$28,107,147.80 to \$28,657,147.80. It is necessary and in the best interest of the Tollway to accept the proposal from BV3 LLC, a Joint Venture.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with BV3 LLC, a Joint Venture consistent with the aforementioned proposal to increase the contract upper limit by \$550,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21257

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20302 approved on March 27, 2014, entered into an Agreement for Contract No. I-13-4618 with F.H. Paschen, S.N. Nielsen & Assoc., LLC for Elmhurst Road West Bridge and Interchange on the Jane Addams Memorial Tollway (I-90) at Milepost 73.5 (Elmhurst Road); and Elmhurst Road from South of Landmeier to Oakton. This Change Order / Extra Work order provides schedule recovery to complete remaining work and open the diverging diamond interchange this year, in the amount of \$2,002,135.25.

Resolution

The Change Order / Extra Work Order in the amount of \$2,002,135.25 and the commensurate increase in the upper limit of compensation on Contract No. I-13-4618, is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21258

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Village of Schaumburg (the "Village") in connection with recent improvements to I-90. ComEd was required to relocate its facility off an existing Tollway easement and on to Village right of way. Due to existing pavement conditions, a complete reconstruction of Amada Court and Commerce Drive is needed as a provision of the proposed permit. The Village has requested and the Tollway agrees that it will share in the cost of the reconstruction. The total estimated cost to the Tollway is \$1,584,000.00.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Village of Schaumburg in substantially the form attached to this Resolution. The Chairman or the Executive Director 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 SCHAUMBURG**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2017, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the "ILLINOIS TOLLWAY"), and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, (hereinafter called the "VILLAGE"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contracts; and

WHEREAS, in order to facilitate ILLINOIS TOLLWAY improvements, Commonwealth Edison was required to relocate its utility facility off an existing Nicor easement between Roselle Road and its substation on Wiley Road approximately 1200' east of Plum Grove Road; and

WHEREAS, in order to perform this relocation, it is necessary for Commonwealth Edison to relocate its facility onto Schaumburg ROW at Amada Court and Commerce Drive; and

WHEREAS, after analysis was performed to evaluate the condition of the existing Amada Court and Commerce Drive pavement and assess the potential impact of Commonwealth Edison relocation, it was determined Amada Court and Commerce Drive would be in need of curb to curb reconstruction in order to accommodate the Commonwealth Edison relocation; and

WHEREAS, the VILLAGE requests the ILLINOIS TOLLWAY share the cost of reconstruction of Amada Court and Commerce Drive (hereinafter called the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to share in the cost of the PROJECT and will be responsible for 80% of the cost of construction and construction engineering of approximately 700' of Amada Court and approximately 3400' of Commerce Drive. The VILLAGE will be responsible for 20% of the cost of construction and construction engineering of approximately 700' of Amada

Court, and approximately 3400' of Commerce Drive and for 100% of the design engineering costs for these segments of pavement; and

WHEREAS, these improvements will be included in a larger village-wide pavement repair contract to be let by the VILLAGE in 2017; and

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

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

WHEREAS, the 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 hereto agree as follows:

I. ENGINEERING

- A. The VILLAGE agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The VILLAGE agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, 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, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. The PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- C. The VILLAGE will provide any and all permits necessary to complete the PROJECT.

II. RIGHT OF WAY

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

III. UTILITY RELOCATION

- A. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT on proposed VILLAGE rights of way where improvements to VILLAGE highways are performed at no expense to the ILLINOIS TOLLWAY.

IV. CONSTRUCTION

- A. The VILLAGE shall receive bids, obtain ILLINOIS TOLLWAY concurrence as to the amount of bids (for work to be funded wholly or partially by the ILLINOIS TOLLWAY before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing such work. The ILLINOIS TOLLWAY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the ILLINOIS TOLLWAY shall detail in writing its specific objections.
- C. The ILLINOIS TOLLWAY including all appointed officials and employees, shall be named as additional insured on all Liability policies issued by any contractor performing work for this PROJECT.
- D. The VILLAGE shall to the extent permitted by law, indemnify, hold harmless and defend the ILLINOIS TOLLWAY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or

related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

- E. The ILLINOIS TOLLWAY shall to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the ILLINOIS TOLLWAY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The ILLINOIS TOLLWAY does not hereby waive any defenses or immunity available to it with respect to third parties.

V. FINANCIAL

- A. It is mutually agreed by the PARTIES hereto that the estimated cost of construction of the PROJECT is \$1,800,000.00. It is further agreed that design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering costs shall be computed as 10% of the actual construction costs.
- B. It is mutually agreed by the PARTIES hereto that the ILLINOIS TOLLWAY will be responsible for 80% of the construction costs and 80% of the construction engineering costs. The VILLAGE will be responsible for 20% of the construction costs, 100% of the design engineering costs, and 20% of the construction engineering costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the ILLINOIS TOLLWAY shall be \$1,440,000.00 for construction costs, and \$144,000.00 for construction engineering costs for a total estimated cost of \$1,584,000.00. The estimated cost to the VILLAGE shall be \$360,000.00 for construction costs, \$90,000.00 for design engineering costs, and \$36,000.00 for construction engineering costs for a total estimated cost of \$486,000.00.
- D. It is further agreed that notwithstanding the estimated costs, the PARTIES shall be responsible for the actual costs associated with the PROJECT as described in the Recital section of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees that upon award of the contract(s) for this improvement and receipt of an invoice from the VILLAGE, the ILLINOIS

TOLLWAY will pay to the VILLAGE, an amount equal to 50% of its obligation incurred under this AGREEMENT, based upon actual bid prices and currently estimated at \$792,000.00, and will pay to the VILLAGE the remaining 50% of its obligation in a lump sum, upon completion of the PROJECT, based on final costs and currently estimated at \$792,000.00.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the VILLAGE shall retain jurisdiction and maintenance responsibilities for Amada Court and Commerce Drive their entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved by the construction contractor.
- B. 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.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Schaumburg and the Illinois State Toll Highway Authority.
- B. 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.

- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. 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.
- F. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2491861 and it is doing business as a governmental entity, whose mailing address is Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois 60193.
- G. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract(s) covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- K. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.

- L. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the VILLAGE

The Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193
Attn: Village Manager

- M. The VILLAGE shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the VILLAGE for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed 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 or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- N. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This space is intentionally left blank)

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

THE VILLAGE OF SCHAUMBURG

By: _____
Al Larson
Village President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

By: _____
Michael Colsch
Chief of Finance

Date: _____

By: _____
David A. Goldberg
General Counsel

Date: _____

Approved as to Form and Constitutionality

Tiffany B. Schafer, Senior Assistant Attorney General, State of Illinois

DRAFT

RESOLUTION NO. 21259

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the City of Northlake (the "City") in connection with Illinois Route 390 improvements scheduled for I-294 at County Line Road, Illinois Route 64 and US Route 20. At the request of the Tollway, the City agrees to perform final design engineering services necessary to successfully complete the project improvements. The City has requested reimbursement for the work performed and the Tollway agrees to reimburse the City for its design efforts. The total estimated cost to the Tollway is \$422,478.40.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the City of Northlake in substantially the form attached to this Resolution. The Chairman or the Executive Director 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 CITY OF NORTHLAKE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2017, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE CITY OF NORTHLAKE, a municipal corporation of the State of Illinois, hereinafter called "CITY" individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, local governments benefiting from the EOWA are contributing funds for its construction; and

WHEREAS, the EOWA includes multiple construction contracts and this AGREEMENT includes the scope of improvements for the County Line Road: I-294 to North Avenue (IL 64) Project, which is being implemented in stages as part of the following construction contracts: Contract S01-A, County Line Road/IL 64/Lake Street (US 20) Intersection and Contract S01-B, Southbound I-294 at County Line Road (hereinafter referred to separately as "CONTRACT S01-A" and CONTRACT S01-B" and together as the "PROJECT"); and

WHEREAS, the scope of improvements of CONTRACT S01-A consists of the widening the existing US 20 over IL 64 bridge and the construction of a new connector roadway ("Connector B") from the bridge to eastbound IL 64. The intersections of County Line Road and US 20, IL 64 and Northwest Avenue, IL 64 and Railroad Avenue, and US 20 and the I-294 northbound on-ramp will be improved. Other improvements include the reconstruction of Northwest Avenue, the roadway connector between County Line Road and Northwest Avenue ("Connector A"), IL 64, and County Line Road, and the resurfacing of US 20, IL 64, and the US 20 frontage road west of County Line Road within the project limits. The project also includes new traffic signals and modernization

of existing traffic signals, storm sewer installation and drainage improvements, detention pond construction, sidewalk construction, earthwork, installation of retaining walls, signing, pavement markings, roadway lighting, landscaping, water main relocation, and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the scope of improvements of CONTRACT S01-B, which may be constructed under one or more construction contracts, consists of the construction of a new southbound I-294 exit ramp to County Line Road (“Ramp R1”) and the reconstruction and realignment of County Line Road. The project also includes the installation of new traffic signal equipment at Ramp R1/County Line Road, earthwork, installation of retaining walls, intelligent transportation system equipment, drainage improvements, signing, pavement markings, roadway lighting, landscaping and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the PROJECT received a federal Congestion Mitigation Air Quality (“CMAQ”) grant in 2015 that will fund 80% of the eligible portions of the construction, construction engineering, right of way acquisition and utility relocations. The associated federal match obligations and implementation responsibilities are part of a separate Intergovernmental Agreement for the PROJECT and the purpose of this AGREEMENT is to describe responsibilities between the CITY and the ILLINOIS TOLLWAY for the PROJECT; and

WHEREAS, the CITY has provided final design engineering services for CONTRACT S01-A and a portion of CONTRACT S01-B as part of an “in-kind” contribution towards funding the EOWA. The CITY is responsible for completion of the final design engineering for CONTRACT S01-A, and is sharing in the local match costs for final design engineering through utilization of North Central Council of Mayor’s funding; and

WHEREAS, the ILLINOIS TOLLWAY has requested that the CITY provide additional final design engineering services including removal of sheets in the plans that are within the Contract S01-B area, additional drainage improvements for Illinois Route 64, realignment of County Line Road north to Station 27+00, and design support services during construction as part of CONTRACT S01-A (hereinafter referred to as “ILLINOIS TOLLWAY DESIGN IMPROVEMENTS”); and

WHEREAS, the CITY has agreed to perform the ILLINOIS TOLLWAY DESIGN IMPROVEMENTS as part of CONTRACT S01-A and the ILLINOIS TOLLWAY agrees to reimburse the CITY for said design effort; and

WHEREAS, the CITY may request enhancements as part of the PROJECT and those enhancements will be part of a separate Intergovernmental Agreement with appropriate parties; and

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

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

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

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

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

I. ENGINEERING

- A. The CITY has performed final design engineering for CONTRACT S01-B and the ILLINOIS TOLLWAY will complete the final design effort, including preparation of the final plans and specifications for CONTRACT S01-B.
- B. The CITY agrees to perform final design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for CONTRACT S01-A. During the design and preparation of the plans and specifications, the CITY shall submit the plans and specifications to the ILLINOIS TOLLWAY for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final
- C. The CITY also agrees to perform the final design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for the ILLINOIS TOLLWAY DESIGN IMPROVEMENTS. The final plans and specifications will be incorporated into final stage of plan preparation for CONTRACT S01-A and submitted to the ILLINOIS TOLLWAY for review as stated in Section I.B.
- D. The ILLINOIS TOLLWAY shall review the plans and specifications which impact the highways within its jurisdiction 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, including alignment and location of the CONTRACT S01-A improvements which impact their respective maintained highways. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review by the CITY.

- E. The PARTIES 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 of this AGREEMENT.
- F. The overall PROJECT responsibilities shall be defined under separate agreement, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- G. The ILLINOIS TOLLWAY agrees to secure the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) for the PROJECT. The CITY is responsible for adhering to 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.
- H. The PARTIES respectively shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits, at no cost. Any permit for right of access, temporary use shall not be unreasonably withheld by any PARTY.
- I. The ILLINOIS TOLLWAY including all appointed officials and employees, shall be named as additional insured on all Liability policies issued by any contractor performing work for this PROJECT.
- J. The CITY shall to the extent permitted by law, indemnify, hold harmless and defend the ILLINOIS TOLLWAY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The

CITY does not hereby waive any defenses or immunity available to it with respect to third parties

- K. The ILLINOIS TOLLWAY shall to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the ILLINOIS TOLLWAY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The ILLINOIS TOLLWAY does not hereby waive any defenses or immunity available to it with respect to third parties

II. RIGHT-OF-WAY

- A. The CITY shall identify, define and provide the ILLINOIS TOLLWAY with the land acquisition needs which shall include, but not be limited to, permanent and temporary easements (including dimensions from the center of the existing pavement to the projected required right-of-way line) to enable preparation of plats and early acquisition of required properties. The CITY shall also identify and notify the ILLINOIS TOLLWAY of any displacements and/or relocations required for construction of CONTRACT S01-A.
- B. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right-of-way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- C. The ILLINOIS TOLLWAY shall acquire all necessary right-of-way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved construction plans and specifications, at its sole expense. Right-of-way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right-of-way.
- D. The acquisition or transfer of permanent right of way interests is not required from the CITY for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in CITY property or rights of way which the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their Toll Highway system. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in CITY right of way to the ILLINOIS TOLLWAY in regards to this AGREEMENT.
- E. Upon completion of the design and construction of CONTRACT S01-A, the ILLINOIS TOLLWAY agrees to convey fee simple title to the CITY the right of

way owned by the ILLINOIS TOLLWAY and required for the CITY's ultimate maintenance and jurisdiction, without cash consideration. Such conveyances shall not be unreasonably delayed.

III. UTILITY RELOCATION

- A. The CITY agrees to provide the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities which require adjustment as part of the CONTRACT S01-A. As part of its engineering responsibilities, the CITY shall identify adjustments to the aforementioned existing utilities.
- B. The CITY agrees to make all reasonable efforts to minimize the number and extent of utility adjustments in the design of improvements.
- C. The ILLINOIS TOLLWAY shall be responsible for subsurface utility engineering locate services for the PROJECT.

IV. CONSTRUCTION

- A. As defined as part of a separate Intergovernmental Agreement, the Cook County Department of Transportation and Highways is responsible to 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.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement identified as part of a separate Intergovernmental Agreement.
- B. It is mutually agreed by the PARTIES that the final design engineering costs for the CONTRACT S01-A and a portion of CONTRACT S01-B paid by the CITY are estimated at \$2,599,736.00 contributed by the North Central Council of Mayor's funding and a 20% local funding match of \$649,934.00 (required to utilize the North Central Council of Mayor's funding) for a total amount of \$3,249,670.00 to be contributed as part of the CITY's "in-kind" contribution towards EOWA funding. The CITY is responsible for 50% of the local match contribution and therefore is individually contributing \$324,967.00 of the total contribution.
- C. The ILLINOIS TOLLWAY agrees to reimburse the CITY for the design engineering of the ILLINOIS TOLLWAY DESIGN IMPROVEMENTS, estimated at \$422,478.40. The costs shall be reimbursed by the ILLINOIS

TOLLWAY to the CITY in three installments as follows (actual reimbursement will be equal to actual approved expenditures):

1. The first installment in the amount of 50% of the total final design services of the ILLINOIS TOLLWAY DESIGN IMPROVEMENTS (currently estimated at \$211,239.20) shall be invoiced by the CITY within sixty (60) days following the execution of the AGREEMENT, and the ILLINOIS TOLLWAY shall pay the CITY within sixty (60) days after receipt of invoice from the CITY.
2. The second installment in the amount of 30% of the total final design services of the ILLINOIS TOLLWAY DESIGN IMPROVEMENTS (currently estimated at \$126,743.46) shall be invoiced by the CITY within sixty (60) days following the submittal of 100% final plans for CONTRACT S01-A, and the ILLINOIS TOLLWAY shall pay the CITY within sixty (60) days after receipt of invoice from the CITY.
3. The third installment for the remaining 20% balance based on total actual costs of the final design services of the ILLINOIS TOLLWAY DESIGN IMPROVEMENTS (currently estimated at \$84,495.68) shall be invoiced by the CITY within sixty (60) days following the CONTRACT S01-A advertisement for bid, and the ILLINOIS TOLLWAY shall pay the CITY within sixty (60) days after receipt of invoice from the CITY.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the CITY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the CITY.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, graffiti removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls, fences, 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 hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
 6. "Landscape/Vegetation maintenance" refers to the repair and upkeep of the landscape and vegetation in and around the facilities in compliance with applicable governmental ordinances, statutes and regulations.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with

the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

- 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.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to own and maintain I-294 in its entirety, including associated ramps, retaining walls, drainage, and other appurtenances.
- B. The CITY agrees to own and maintain Northwest Avenue north of the Connector A intersection radius of return of the proposed driveway entrance to the east, Connector B from east of the US 20 over IL 64 bridge structure to the south pavement edge of IL 64, and Railroad Avenue, in their entirety. The CITY is responsible for the storm sewer along Northwest Avenue and Connector B; the water main across Northwest Avenue at the intersection of Connector A and Northwest Avenue and along the east side of Northwest Avenue to IL 64; the sidewalk on the north side of IL 64 from Northwest Avenue to Railroad Avenue and the sidewalk along the east side of Northwest Avenue from north of IL 64 to north of the Connector A intersection; and the median lighting on IL 64 within the PROJECT limits east of the Union Pacific Railroad tracks. The CITY will also be responsible for 50% of the maintenance and electrical charges for the operation of the traffic signal at the Northwest Avenue/Connector A intersection, as well as 100% of the maintenance costs associated with the EVP at that location, and any other work that is included in the PROJECT for the CITY in their entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within their respective PARTY's existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the maintenance responsibility of the PARTIES, 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.

- C. Nothing herein prohibits the PARTIES from pursuing separate agreements required for the PROJECT.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Northlake and the Illinois State Toll Highway Authority.
- B. 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.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than thirty (30) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- 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 PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Mayor of the CITY shall meet and resolve the issue.
- G. 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.
- H. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6006021 and it is doing business as a governmental entity, whose mailing address is The City of Northlake, 55 E. North Avenue, Northlake, Illinois 60164.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

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

THE CITY OF NORTHLAKE

By: _____
Jeffery T. Sherwin
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

By: _____
Michael Colsch
Chief of Finance

Date: _____

By: _____
General Counsel

Date: _____

Approved as to Form and Constitutionality

Tiffany B. Schafer
Senior Assistant Attorney General, State of Illinois

RESOLUTION NO. 21260

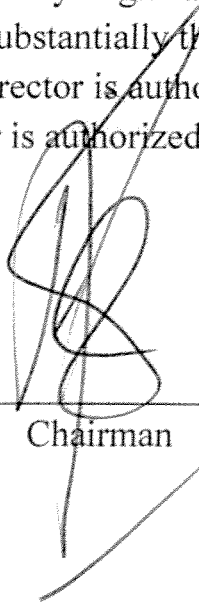
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning ("CMAP") in connection with the undertaking of a comprehensive, planning-level examination for a multijurisdictional expressway vision for northeastern Illinois. CMAP will have lead responsibility for the project and managing the consultant selected to prepare the plan and the procurement of the consultant. The Tollway will pay CMAP for up to 50% of the consultant expenses and CMAP's work on the project, not to exceed \$1,000,000. Illinois Department of Transportation (IDOT) is entering into a separate agreement with CMAP to fund the remaining 50% of the cost of the project.

Resolution

The Acting General Counsel and the Chief Engineering Officer are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Chicago Metropolitan Agency for Planning in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

Contract # C-17-0038

Intergovernmental Agreement For Transportation Planning Activities Multijurisdictional Expressway Vision for Northeastern Illinois

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP and the Illinois State Toll Highway Authority, herein called the TOLLWAY, or collectively referred to as IGA PARTIES.

Part 1 Scope of Work/Responsibilities
Part 2 General Conditions
Part 3 Compensation for Services
Part 4 Compensation/Term

Part 1: Scope of Work/Responsibilities

- I. **Purpose.** CMAP, in cooperation with IDOT and the Tollway seeks a consultant to develop a comprehensive, planning-level vision document describing the investments and management strategies needed to improve the northeastern Illinois expressway system, including both Tollway and IDOT jurisdiction roadways ("Planning Consultant"). This study will examine the needs on the existing expressway system but does not limit the possibility of constructing new expressways or evaluating new expressways as part of other planning efforts. The purpose of this agreement is to establish the responsibilities of the IGA PARTIES. Components of this planning-level vision document should include but are not limited to studies on the following:
1. Focus on the existing network with targeted capacity expansion
 2. Emphasizing the potential of new technology
 3. Pricing
 4. Traffic management
 5. Innovative truck freight solutions
 6. Enhanced transit to improve the system

The document will include recommendations for specific corridors, supported by conceptual engineering to define order-of-magnitude costs and geometric feasibility.

A critical element of the expressway vision is defining and building consensus around its goals. CMAP staff will lead this task, which will begin in early spring 2017, before the consultant begins work. The goals will start with an internally developed draft, and following this, the CMAP committees will also be asked to review and comment on the draft; as part of normal CMAP staff outreach to the Councils of Mayors, feedback will be solicited from those groups also. During planned public engagement activities in summer 2017, the public will also weigh in on the goals for the system. The goals will be considered final by August 2017.

- II. **Project Management.** CMAP will have lead responsibility for managing the Planning Consultant selected. The IGA PARTIES and IDOT will participate in the development of the Request for Proposals (RFP) and the consultant selection. Following selection, CMAP will enter into a contract

with the Planning Consultant and will receive invoices from that Consultant for work performed pursuant to that contract.

- III. **Planning Consultant.** The Planning Consultant selected by the IGA PARTIES and IDOT shall be responsible for the following tasks, as further detailed in an RFP, currently in draft state, to be published by CMAP on or around March 8, 2017, which is incorporated herein by reference:
1. Identify a list of trends to consider
 2. Translate trends and goals into recommendations for the corridor
 3. Prepare estimates for revenue and financing
 4. Consider and recommend vehicles for project delivery
 5. Estimate economic impacts of corridor recommendations
 6. Deliver the planning-level vision document and associated graphics

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

A. Complete Agreement.

1. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the TOLLWAY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
2. IGA PARTIES assume no responsibility for any understanding or representations made by any of their officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by IGA PARTIES are expressly stated in this Agreement.
3. Changes to any portion of this Agreement shall not be binding upon IGA PARTIES except when specifically confirmed in writing by the authorized representatives of IGA PARTIES.
4. The IGA PARTIES expressly acknowledge that there is a separate intergovernmental agreement between CMAP and the Illinois Department of Transportation, (IDOT) which is incorporated herein by reference and attached hereto as **Exhibit A**, regarding the same scope of work as detailed in Part 1 of this Agreement and IDOT's financial responsibilities for said scope of work.

- B. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

- C. **Access to Records.** CMAP shall maintain, for a minimum of **five years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement, which shall be made available for review upon request.

1. If any litigation, claim or audit is started before the expiration of five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for nonexpendable property acquired with federal funds shall be retained for five (5) years after its final disposition.

D. **Procurement Procedures.** All procurement transactions for Contractual Services shall be conducted in a manner that provides maximum open and free competition.

E. **Method of Payment.** Project expenditures for the TOLLWAY's portion of the funding are paid directly from TOLLWAY funds.

F. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

G. **Prohibited Interest.**

1. No officer or employee of CMAP or the TOLLWAY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

2. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

H. **Ownership of Documents/Title of Work.** All documents, data and records produced by CMAP and the Planning Consultant in carrying out the contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of the IGA PARTIES. IGA PARTIES shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Planning Consultant. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Planning Consultant.

I. **Software.** All software, related computer programs, and source code produced and developed by the Planning Consultant (or authorized contractor or subcontractor thereof) shall become and remain the property of the IGA PARTIES. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered, shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of CMAP.

J. **Publication.** IGA PARTIES shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement.

K. **Reporting/Consultation.** CMAP shall consult with and keep the TOLLWAY fully informed as to the progress of all matters covered by this Agreement.

Part 3. Compensation for Services

- A. CMAP:** CMAP will provide staff to manage the project and the planning contract and promptly pay any Planning Consultant invoices. It is estimated that CMAP staff time will be approximately 3,333 hours or equivalent to **\$324,324.00**.
- B. TOLLWAY:** The TOLLWAY will pay up to a maximum of 50% of the actual invoiced costs for the Planning Consultant and CMAP staff time up to a maximum of \$1,000,000.00 for the entire project.
- C. Reimbursement:** CMAP will receive the invoices for services from the Planning Consultant and will request reimbursement for the invoices as follows:

The TOLLWAY will pay 100% of each consultant invoice issued for work performed on or before June 30, 2017. Subsequently, the TOLLWAY will pay 50% each consultant invoice issued for work performed on or after July 1, 2017, except as provided for below. The TOLLWAY's total financial contribution for reimbursement of the Planning Consultant invoices is not to exceed \$837,838.00

CMAP will provide invoices for CMAP staff time and will request reimbursement for the invoices as follows:

The TOLLWAY will pay 100% of each CMAP staff invoice issued for work performed on or before June 30, 2017, and will pay 50% of each CMAP invoice issued for work performed on or after July 1, 2017, except as provided for below. The TOLLWAY's total financial contribution for payment of the CMAP staff invoices is not to exceed \$162,162.00

As referenced in Part 2(A)(4) of this agreement, CMAP is entering into a separate agreement with IDOT for this same scope of work, and this Agreement is expressly conditioned on the execution of a separate agreement between IDOT and CMAP to wherein IDOT will agree to fund 50% of the Project costs. CMAP agrees to insert a provision into that agreement with IDOT that provides that IDOT will reimburse 100% of every invoice from CMAP from the Planning Consultant and pay CMAP 100% for invoices CMAP issues for work performed on or after July 1, 2017 until IDOT's payment to CMAP and reimbursement for the Planning Consultant equals 100% of the payment made to date by Tollway for work done prior to July 1, 2017. Furthermore, CMAP agrees to insert a provision in its agreement with IDOT that IDOT will agree to reimburse CMAP for the Planning Consultant invoices and pay CMAP for CMAP's work under the Agreement in an amount totaling 50% of the actual invoices costs of the project, not to exceed \$1,000,000 total. It is expressly understood and agreed that in the event of non-payment by IDOT, the TOLLWAY shall not be responsible for the financial obligations of IDOT either under this Agreement or under the separate intergovernmental agreement between CMAP and IDOT.

Part 4: Compensation/Term

- L. **Compensation and Method of Payment.** Compensation shall be as specified in Part 4. Payment to CMAP will be made within thirty (30) days of receipt of the invoice, meaning the TOLLWAY will send the payment request to the State Comptroller within thirty (30) days of receipt of the invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies to the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation: accounting@cmapp.illinois.gov

M. **Tax Identification Number.**

CMAP certifies that:

1. The number shown on this form is a correct taxpayer identification number, **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

Name: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status: Local Government

- N. **Term of Agreement.** The term of this Agreement shall be from date of execution to June 30, 2021.
- O. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP, and the TOLLWAY and be incorporated by written amendment, signed by the IGA PARTIES.

(This space is intentionally left blank)

Required Signatures

By signing below, CMAP and the TOLLWAY agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

For CMAP:

Joseph C. Szabo, Executive Director

Attest Signature

Date

For TOLLWAY:

Greg M. Bedalov, Executive Director

Date

Michael Colsch, Chief Financial Officer

Date

Elizabeth M.S. Oplawski, Acting General Counsel

Date

Approved as to Form and Constitutionality

Tiffany B. Schafer, Senior Assistant Attorney General, State of Illinois

Date

RESOLUTION NO. 21261

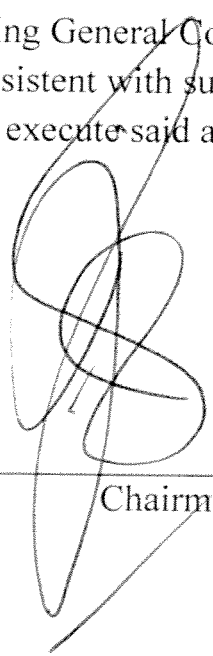
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to purchase parcels WA-1D-12-022 and WA-1D-12-048 from Aaron Equipment Company.

Resolution

The proposed real estate purchase is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, and the Chairman or the Executive Director is authorized to execute said agreement(s).

Approved by: _____



Chairman

RESOLUTION NO. 21262

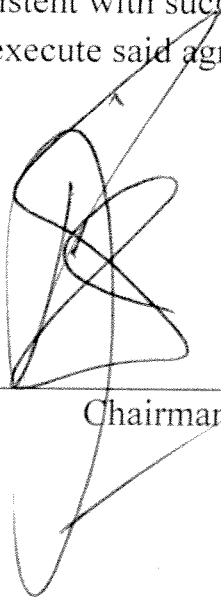
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to settle an eminent domain matter concerning Tollway parcel NW-7B-13-004 and titled ISTHA v. Rosemont Park District and Outfront Media, LLC, 2015 L 50252.

Resolution

The proposed litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, and the Chairman or the Executive Director is authorized to execute said agreement(s).

Approved by:



Chairman

RESOLUTION NO. 21263

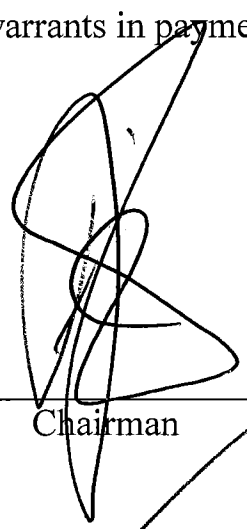
Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a pre-litigation settlement with F.H Paschen, S.N. Nielsen & Associates LLC (“F.H. Paschen”) resolving disputed claims for additional costs related to the construction of the Jane Addams Memorial Tollway (I-90) corridor under Contracts I-13-5679, I-3-4156, I-13-4168, I-13-4618, I-13-5684 and I-13-5680.

Resolution

The proposed pre-litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, the Chairman or the Executive Director is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21264

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a pre-litigation settlement with Dunnet Bay Construction Company resolving disputed claims for additional costs related to the construction of the Jane Addams Memorial Tollway (I-90) corridor under Contracts 1-13-5683 and 1-13-5689.

Resolution

The proposed pre-litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, the Chairman or the Executive Director is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21265

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a pre-litigation settlement with IHC Construction Companies, Inc. resolving disputed claims for additional costs related to the construction of the Jane Addams Memorial Tollway (I-90) corridor under Contract 1-13-5675.

Resolution

The proposed pre-litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, the Chairman or the Executive Director is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21266

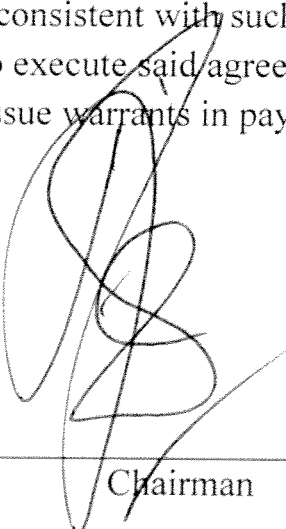
Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a pre-litigation settlement with Lorig/Lindahl Joint Venture resolving disputed claims for additional costs related to the construction of the Jane Addams Memorial Tollway (I-90) corridor under Contract 1-13-5676.

Resolution

The proposed pre-litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, the Chairman or the Executive Director is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21267

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a pre-litigation settlement with Lorig Construction Company resolving disputed claims for additional costs related to the construction of the Jane Addams Memorial Tollway (I-90) corridor under Contract 1-13-4166.

Resolution

The proposed pre-litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, the Chairman or the Executive Director is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21268

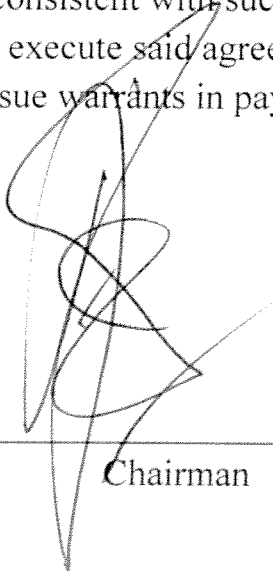
Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a pre-litigation settlement with Plote Construction, Inc./Dunnet Bay Construction Company Joint Venture resolving disputed claims for additional costs related to the construction of the Jane Addams Memorial Tollway (I-90) corridor under Contracts 1-13-4205, 1-13-4206, and 1-13-4207.

Resolution

The proposed pre-litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, the Chairman or the Executive Director is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21269

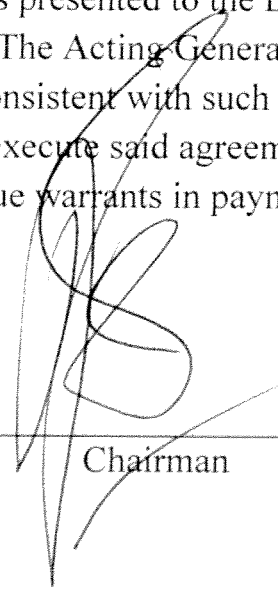
Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a pre-litigation settlement with Walsh Construction/K-Five Construction Joint Venture resolving disputed claims for additional costs related to the construction of the Jane Addams Memorial Tollway (I-90) corridor under Contracts 1-13-4208 and 1-13-4209.

Resolution

The proposed pre-litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session on April 27, 2017. The Acting General Counsel is authorized to prepare an agreement or agreements consistent with such terms, the Chairman or the Executive Director is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman