

## RESOLUTION NO. 22476

**Background**

The Illinois State Toll Highway Authority is required to file and remit dormant unclaimed property to all 50 states and several other jurisdictions annually, pursuant to statutes established by each state. It was in the best interest of the Tollway to procure a vendor to advise the Tollway of each jurisdiction's requirements and to assist the Tollway in the filing of reports. In 2016, the Tollway issued Request for Proposal No. 16-0030, which resulted in a contract award to Crowe Horwath LLP (now, Crowe LLP) for the term of April 1, 2017 through August 9, 2022. The contract has three one-year renewals. The Tollway desires to exercise the renewals, for an amount not to exceed \$300,000, and extend the contract through August 9, 2025.

**Resolution**

Renewal of the Tollway's contract with Crowe, LLP, for the term of August 9, 2022 through August 9, 2025 and for an amount not to exceed \$ 300,000, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chair

## RESOLUTION NO. 22477

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Technology Professional Services from SDI Presence LLC pursuant to a Sole Source Contract (No. 22-0069) for an upper limit of compensation not to exceed \$9,274,886.00. The Tollway is authorized to procure these services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25. This item was previously presented for public hearing and thereafter was approved by the Chief Procurement Officer.

**Resolution**

The Sole Source Contract with SDI Presence LLC for the purchase of Technology Professional Services for an upper limit of compensation not to exceed \$9,274,886.00 is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

RESOLUTION NO. 22478

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Roadway Fiber Network Backup Equipment and Services through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with AT&T Corp., Tollway Contract No. 22-0075, for an upper limit of compensation not to exceed \$4,371,142.57. These goods and/or services were procured pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of DoIT’s master contract for the purchase of a Roadway Fiber Network Backup Equipment and Services from AT&T Corp. in an amount not to exceed \$4,371,142.57 is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22479

**Background**

The Illinois State Toll Highway Authority (“Tollway”) and the Illinois State Police are interested in procuring Conductive Energy Weapons. Pursuant to the Specific State Joint Purchase Invitation for Bid No. 22-493ISP-OPERA-R-120377/B-28511, solicited by the State of Illinois, Illinois State Police (the lead governmental entity) and the Tollway (the participant governmental entity), the Illinois State Police determined that Axon Enterprise, Inc. is the lowest responsive and responsible bidder for Conductive Energy Weapons for an upper limit of compensation not to exceed \$1,236,648.35 for the Tollway’s portion (Tollway Contract No. 22-0074). These goods were procured pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/.01, *et seq.*

**Resolution**

Utilization of the Specific State Joint Purchase Contract for the purchase of Conductive Energy Weapons from Axon Enterprise, Inc. is approved in an amount not to exceed \$1,236,648.35. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22480

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Portable Wheel-Load Weigh Scales. Pursuant to Tollway Invitation for Bid No. 21-0122R, the Tollway determined that F. L. Walz, Inc. (d.b.a. Walz Scale) is the lowest responsive and responsible bidder for Portable Wheel-Load Weigh Scales for an upper limit of compensation not to exceed \$233,160.00.

**Resolution**

The bid from F. L. Walz, Inc. (d.b.a. Walz Scale) for the purchase of Portable Wheel-Load Weigh Scales is accepted. Contract No. 21-0122R is approved in an amount not to exceed \$233,160.00. The Chair and Chief Executive Officer or the Interim Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22481

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4838 for Landscape Planting Improvements on the Tri-State Tollway (I-294) from Mile Post 26.5 to Mile Post 26.8 (Burlington Northern Santa Fe Railway (BNSF)). The lowest responsive and responsible bidder on Contract No. I-21-4838 is Natural Creations Landscaping, Inc. in the amount of \$494,907.00.

**Resolution**

Contract No. I-21-4838 is awarded to is Natural Creations Landscaping, Inc. in the amount of \$494,907.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: \_\_\_\_\_



Chair

## RESOLUTION NO. 22482

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4823R for Noise Abatement Wall Repairs on the Veteran Memorial Tollway (I-355) between Mile Post 14.95 (83rd Street) and Mile Post 29.80 (Army Trail Road). The lowest responsive and responsible bidder on Contract No. RR-21-4823R is Rausch Infrastructure, LLC in the amount of \$2,068,765.00.

**Resolution**

Contract No. RR-21-4823R is awarded to Rausch Infrastructure, LLC in the amount of \$2,068,765.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: \_\_\_\_\_

Chair





## RESOLUTION NO. 22485

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22345 approved on November 18, 2021, entered into Contract No. I-21-4738 with Lorig Construction Company for Railroad Track Relocation; Retaining Wall Construction; Earthwork Excavation on the Elgin O’Hare Western Access Tollway (I-490), South of Grand Avenue to Irving Park Road (IL 19), Tri-State Tollway (I-294) to Franklin Avenue, and Mile Post 5.6 (Touhy Avenue IL 72) to Mile Post 5.75 (Old Higgins Road). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-21-4738, in an amount not to exceed \$1,878,023.38, to provide for additional quantities of drilled shafts in soil and reinforcement bars required for retaining wall construction. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order increasing the upper limit of compensation on Contract No. I-21-4738 in an amount not to exceed \$1,878,023.38.

**Resolution**

A Change Order in the amount of \$1,878,023.38 and a commensurate increase in the upper limit of compensation on Contract No. I-21-4738, increasing the upper limit of compensation from \$107,465,756.98 to \$109,343,780.36, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: 

Chair

## RESOLUTION NO. 22486

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22326 approved on October 21, 2021, entered into Contract No. I-21-4732 with Walsh Construction Company II, LLC for Railroad Bridge Construction of Union Pacific Railroad and Earthwork on the Elgin O’Hare Western Access Tollway (I-490), Franklin Avenue to South of Irving Park Road (IL-19), and Jane Addams Memorial Tollway (I-90) from Mile Post 62.00 to Mile Post 62.25 (Barrington Road). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-21-4732, in an amount not to exceed \$510,000.00, to provide for additional quantities of reinforcing bars and mechanical splicers required to construct bridge piers. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order increasing the upper limit of compensation on Contract No. I-21-4732 in an amount not to exceed \$510,000.00.

**Resolution**

A Change Order in the amount of \$510,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-21-4732, increasing the upper limit of compensation from \$214,966,598.56 to \$215,476,598.56, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: \_\_\_\_\_



Chair

## RESOLUTION NO. 22487

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway Reconstruction and Widening on Contract No. I-21-4809 on the Tri-State Tollway (I-294) between Mile Post 27.8 (Ogden Avenue) and Mile Post 29.5 (Cermak Road). Bowman Consulting Group, Ltd./OSEH Inc./Alfred Benesch & Company (TM) submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$15,900,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with Bowman Consulting Group, Ltd./OSEH Inc./Alfred Benesch & Company (TM) to obtain Construction Management Services for Roadway Reconstruction and Widening on Contract No. I-21-4809 with an upper limit of compensation not to exceed \$15,900,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22488

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract No. I-21-4808 on the Tri-State Tollway (I-294) between Mile Post 25.0 (Hinsdale Oasis) and Mile Post 27.8 (Ogden Avenue). Gannett Fleming, Inc./Gonzalez Companies, LLC/Burns & McDonnell Engineering Company, Inc. (TM) submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$25,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with Gannett Fleming, Inc./Gonzalez Companies, LLC/Burns & McDonnell Engineering Company, Inc. (TM) to obtain Construction Management Services on Contract No. I-21-4808 with an upper limit of compensation not to exceed \$25,000,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22489

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway Reconstruction and Widening on Contract No. I-21-4807 on the Tri-State Tollway (I-294) between Mile Post 23.8 (Flagg Creek) and Mile Post 25.0 (Hinsdale Oasis). AECOM Technical Services, Inc./ SE3, LLC (TM) submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$13,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with AECOM Technical Services, Inc./ SE3, LLC (TM) to obtain Construction Management Services for Roadway Reconstruction and Widening on Contract No. I-21-4807 with an upper limit of compensation not to exceed \$13,000,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chair

## RESOLUTION NO. 22490

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21338 approved August 24, 2017, entered into an agreement with exp U.S. Services, Inc. on Contract No. I-17-4676 for Design Services for Interchange Design on the Elgin O'Hare Western Access Tollway (I-490) from Mile Post 5.8 (Touhy Avenue) to Mile Post 6.2 (Jane Addams Memorial Tollway (I-90) System Interchange).

Per Tollway request, exp U.S. Services, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4676 in an amount not to exceed \$1,100,000.00, increasing the upper limit of compensation on Contract No. I-17-4676 from \$13,848,000.00 to \$14,948,000.00. It is necessary and in the best interest of the Tollway to accept exp U.S. Services, Inc.’s proposal.

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with exp U.S. Services, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-17-4676 by \$1,100,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22491

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21253 approved on April 27, 2017, entered into an agreement with Parsons Transportation Group, Inc. on Contract No. RR-16-9194 for Program and Project Management Services for ITS Maintenance and Network Deployment Guidance and Support Management, Systemwide.

Per Tollway request, Parsons Transportation Group, Inc. submitted a proposal to provide Supplemental Program and Project Management Services for Contract No. RR-16-9194 in an amount not to exceed \$1,400,000.00, increasing the upper limit of compensation on Contract No. RR-16-9194 from \$6,000,000.00 to \$7,400,000.00. It is necessary and in the best interest of the Tollway to accept Parsons Transportation Group, Inc.’s proposal.

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with Parsons Transportation Group, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. RR-16-9194 by \$1,400,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22492

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Safety Appurtenance Parts. Pursuant to the Tollway’s Invitation for Bid No. 20-0206RR, the Tollway has determined that Cicero Mfg. & Supply Co., Inc. is the lowest responsive and responsible bidder for Safety Appurtenance Parts for an upper limit of compensation not to exceed \$250,672.00.

**Resolution**

The bid from Cicero Mfg. & Supply Co., Inc. for the purchase of Safety Appurtenance Parts is accepted. Contract No. 20-0206RR is approved in an amount not to exceed \$250,672.00. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22493

**Background**

The Illinois State Toll Highway Authority (“Tollway”) owns Parcel T-1A-501.2EX (“Parcel”), which is a portion of 174<sup>th</sup> Street and west of Halsted, in East Hazel Crest, IL, Cook County. The Parcel is not needed in connection with the maintenance and operation of the Tollway and will not be needed for any foreseeable future improvement to the Tollway system. The Excess Property Committee has declared the Parcel excess to the Tollway’s needs.

The Parcel was appraised by an Illinois Licensed General Appraiser in the amount of \$37,276.00. It is in the best interest of the Tollway to sell the Parcel for the appraised value to the Village of East Hazel Crest.

**Resolution**

The sale of Parcel T-1A-501.2EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the General Counsel are authorized to prepare such documents as are necessary to convey the Parcel and any improvements located thereon to the Village of East Hazel Crest. The Chair and Chief Executive Officer of the Tollway is authorized to execute any and all documents necessary to convey said property.

Approved by:   
\_\_\_\_\_

Chair

## RESOLUTION NO. 22494

**Background**

The Illinois State Toll Highway Authority (“Tollway”) owns Parcel T-1A-502.EX (“Parcel”), which is a portion of 174<sup>th</sup> Street and west of Halsted, in Homewood, IL, Cook County. The Parcel is not needed in connection with the maintenance and operation of the Tollway and will not be needed for any foreseeable future improvement to the Tollway system. The Excess Property Committee has declared the Parcel excess to the Tollway’s needs.

The Parcel was appraised by an Illinois Licensed General Appraiser in the amount of \$43,000.00. It is in the best interest of the Tollway to sell the Parcel for the appraised value to the Village of Homewood.

**Resolution**

The sale of Parcel T-1A-502.EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the General Counsel are authorized to prepare such documents as are necessary to convey the Parcel and any improvements located thereon to the Village of Homewood. The Chair and Chief Executive Officer of the Tollway is authorized to execute any and all documents necessary to convey said property.

Approved by:   
Chair

## RESOLUTION NO. 22495

**Background**

As part of the Elgin O'Hare Western Access project, The Illinois State Toll Highway Authority ("Tollway") will be participating in a Cook County ("County") led project to reconstruct and widen Green Street/Franklin Avenue from Grace Street to Runge Street ("Project"). Improvements are required to accommodate the planned I-490 toll highway, and the construction and construction engineering for the Project will be funded by a federal Congestion Mitigation Air Quality (CMAQ) grant. The Tollway is responsible for 20% of the estimated cost of the Project, specifically, \$5,305,651.00, which represents the required local match for the CMAQ grant. The Tollway is performing the design engineering, and the County is leading the construction, including construction engineering. The Village of Bensenville ("Bensenville") and the Village of Franklin Park ("Franklin Park") will have maintenance and jurisdictional responsibilities relative to the Project as well as cost reimbursement obligations for requested upgrades along Green Street/Franklin Avenue.

It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the County, Bensenville and Franklin Park to memorialize the parties' understandings and responsibilities relative to the Project.

**Resolution**

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

Approved by: 

Chair

# INTERGOVERNMENTAL AGREEMENT

COUNTY OF COOK  
ILLINOIS STATE TOLL HIGHWAY  
AUTHORITY  
VILLAGE OF BENSENVILLE  
AND  
VILLAGE OF FRANKLIN PARK

Franklin Avenue/Green Street:  
York Road to Runge Street  
Section: 21-FRAGS-00-PV  
Federal Project No.: ZAGE (365)  
Job No.: C-91-192-21

This **Intergovernmental Agreement** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County"), acting by and through its Department of Transportation and Highways; the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois ("Illinois Tollway"); the Village of Bensenville, a municipal corporation of the State of Illinois ("Bensenville"); and the Village of Franklin Park, a municipal corporation of the State of Illinois ("Franklin Park"). The County, the Illinois Tollway, Bensenville, and Franklin Park are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

## RECITALS

**WHEREAS**, the Illinois Tollway in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Busse Road (Illinois Route 83) known in its entirety as Illinois Route 390, and intends to extend Illinois Route 390 from Illinois Route 83 to O'Hare International Airport, and construct the I-490 toll highway 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 contracts. The Illinois Tollway will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

**WHEREAS**, as part of the EOWA, this Agreement includes the scope of improvements to be designed by the Illinois Tollway (Design Contract I-21-4742, Franklin Avenue/Green Street: York Road to Runge Street) and constructed by the County, identified as County Section: 21-FRAGS-00-PV ("Project"), as depicted on Exhibit A attached hereto; and

**WHEREAS**, the County has been awarded federal Congestion Mitigation Air Quality (CMAQ) funds for construction and Phase III engineering of the Project; and

**WHEREAS**, the Project scope of improvements for this Agreement consists of the resurfacing of Franklin Avenue/Green Street (FAU 3533) from York Road to Evergreen Street, the reconstruction and widening of Franklin Avenue/Green Street from Evergreen Street to Runge Street, intersection improvements at Franklin Avenue/Green Street and County Line Road (FAU 2685) including new access to the north to the Canadian Pacific Railway (CPR) Bensenville Yard, and the construction of a portion of a proposed ramp connection to I-490 ("Franklin Connector") that will extend from Franklin Avenue to the future I-490 Tollway Highway. The Project includes traffic signal modernization at the Franklin Avenue/Green Street and County Line Road intersection and a new traffic signal at the Franklin Avenue and Franklin Connector intersection, including the installation of combination lighting. The Project includes installation of roadway lighting along Franklin Avenue/Green Street and underpass lighting on the proposed Union Pacific Railroad

(UPRR) bridge over Franklin Avenue and I-490 northbound and southbound bridges over Franklin Avenue. The Project includes replacement of existing sidewalk along the north side of Franklin Avenue/Green Street from Marion Street to Marion Court and along the south side of Franklin Avenue/Green Street from Park Street to County Line Road. The Project also includes drainage improvements, the construction of a detention basin south of Franklin Avenue and west of the UPRR tracks, watermain, sanitary sewer improvements, pavement markings, landscaping and all other work necessary to complete the project in accordance with the approved plans and specifications; and

**WHEREAS**, the Project improvements include installation of watermain and a fire hydrant along Franklin Avenue from the UPRR tracks to the proposed I-490 bridges over Franklin Avenue requiring Bensenville watermain to be located within Franklin Park municipal limits and on Franklin Park property. The conditions for this portion of Bensenville watermain to be located on Franklin Park property is documented as part of a separate Intergovernmental Agreement between Bensenville and Franklin Park; and

**WHEREAS**, Bensenville has requested that the Illinois Tollway and County include, as part of the Project, shared use paths along the north side of Franklin Avenue/Green Street from Marion Court to County Line Road, along the south side of Franklin Avenue/Green Street from County Line Road to UPRR, and along the west side of County Line Road within Bensenville municipal limits; installation of LED illuminated signage with the Bensenville logo and an emergency vehicle preemption (EVP) system at the Franklin Avenue/Green Street and County Line Road traffic signal; upgraded roadway lighting along Franklin Avenue/Green Street from York Road to UPRR; and pedestrian lighting along the sidewalks and shared use paths along Franklin Avenue/Green Street and County Line Road (“Bensenville Work”); and

**WHEREAS**, Franklin Park has requested that the Illinois Tollway and County include, as part of the Project, a shared use path along the south side of Franklin Avenue from UPRR to Runge Street within Franklin Park municipal limits and the installation of an EVP system at the Franklin Avenue/Franklin Connector traffic signal (“Franklin Park Work”); and

**WHEREAS**, in consideration of the inclusion of Bensenville Work and Franklin Park Work in the Project, Bensenville and Franklin Park will assume respective maintenance responsibilities upon completion of the Project by the County; and

**WHEREAS**, the Parties by this Agreement shall determine and establish their respective responsibilities for Phase II engineering, right-of-way acquisition, utility relocation, construction, Phase III engineering, funding and maintenance of the Project; and

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

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

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

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

## **SECTION 1. FINANCIAL**

### **1.1 Cost Participation**

- 1.1.1 Funding Breakdown. A funding breakdown, including cost estimates for the Project, is incorporated into and made a part of this Agreement and is attached hereto as Exhibit B.
- 1.1.2 Federal CMAQ Funding. Federal CMAQ funds have been awarded to the County for its Project construction and Phase III engineering costs.
- 1.1.3 Cook County. The County agrees to pay all construction and Phase III engineering costs for the Project, subject to reimbursement by the Illinois Tollway, Bensenville and Franklin Park and reimbursement of CMAQ federal funding, as stipulated herein.
- 1.1.4 Illinois Tollway. The Illinois Tollway agrees to reimburse the County for 100% of all construction and Phase III engineering costs in excess of the amount of CMAQ program funding applied toward the Project, with the exception of the costs for Bensenville Work and Franklin Park Work. In addition, the Illinois Tollway also agrees to pay all Phase II engineering, right-of-way acquisition and utility relocation costs associated with the Project, subject to reimbursement by Bensenville and Franklin Park for their portions of the work.
- 1.1.5 Bensenville. Bensenville shall be responsible for the actual costs and quantities associated with Bensenville Work, as well as related Phase II and Phase III engineering costs. Phase II and Phase III engineering costs shall be computed as 5% and 10%, respectively, of actual construction costs for the Bensenville Work. Bensenville shall also be responsible for any substitute or additional work requested by Bensenville, in its entirety, as provided for in Sections 1.5 and 1.6 of this Agreement. Bensenville shall have the ability to request reduction of or elimination from the Project of those enhancement improvements, Bensenville Work, which would have been Bensenville responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineer's estimate or subject to Bensenville budgetary constraints. Bensenville shall be responsible for costs incurred for those items that would have been Bensenville responsibility prior to providing notice for the reduction or elimination of said items.
- 1.1.6 Franklin Park. Franklin Park shall be responsible for the actual costs and quantities

associated with construction of the Franklin Park Work, as well as related Phase II and Phase III engineering costs. Phase II and Phase III engineering costs shall be computed as 5% and 10%, respectively, of actual construction costs for the Franklin Park Work. Franklin Park shall also be responsible for any substitute or additional work requested by Franklin Park, in its entirety, as provided for in Sections 1.5 and 1.6 of this Agreement. Franklin Park shall have the ability to request reduction of or elimination from the Project of those enhancement improvements, Franklin Park Work, which would have been Franklin Park responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineer's estimate or subject to Franklin Park budgetary constraints. Franklin Park shall be responsible for costs incurred for those items that would have been Franklin Park responsibility prior to providing notice for the reduction or elimination of said items.

- 1.2 Illinois Tollway Payment to County. The Illinois Tollway's financial obligation under this Agreement shall be paid to the County in three installments as follows:
- 1.2.1 First Installment. The Illinois Tollway agrees that upon award of the construction contract for the Project and receipt of an invoice from the County, the Illinois Tollway shall make an initial payment to the County in the amount of **\$3,500,000**.
  - 1.2.2 Second Installment. The Illinois Tollway agrees that upon receipt of an invoice from the County at least one (1) year after the construction contract for the Project has been awarded, the Illinois Tollway shall make a second payment to the County in the amount of **\$1,500,000**.
  - 1.2.3 Final Installment. The Illinois Tollway agrees that upon receipt of an invoice from the County following completion and final acceptance of the Project by the Parties, the Illinois Tollway shall make a final payment to the County for the balance of the Illinois Tollway's total obligation for construction and Phase III engineering costs incurred under this Agreement. The amount of the final installment shall be based upon the actual quantities used and the unit prices contained in the contract and shall reflect the Illinois Tollway's prior payments to the County and any CMAQ program funding applied to the Project and applicable Bensenville Work and Franklin Park Work costs.
  - 1.2.4 Insufficient Documentation. If the documentation submitted by the County for reimbursement is reasonably deemed by the Illinois Tollway as insufficient to document the work completed, the Illinois Tollway may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement.
  - 1.2.5 Payment Dates. The Illinois Tollway agrees to pay all invoices from the County within sixty (60) calendar days of receipt thereof.
- 1.3 Bensenville Work Payments. Bensenville's financial obligation under this Agreement shall be paid to the Illinois Tollway and County as follows:
- 1.3.1 Payment to Illinois Tollway. Bensenville agrees, upon completion of the Project and within sixty (60) calendar days of receipt of an invoice from the Illinois Tollway, to pay the Illinois

Tollway the total obligation of Phase II engineering costs, based upon 5% of actual construction costs for the Bensenville Work.

- 1.3.2 Payment to County. Bensenville agrees, upon award of the construction contract for the Project and within sixty (60) calendar days of receipt of an invoice from the County, to make an initial payment to the County in the amount of \$300,000, or approximately 50% of estimated construction and Phase III engineering costs for the Bensenville Work. Upon completion of the Project and within sixty (60) calendar days of receipt of an invoice from the County, but not prior to January 1, 2025, Bensenville will pay the remaining amount of construction and Phase III engineering costs associated with the Bensenville Work, based upon actual costs for construction and 10% of actual construction costs for Phase III engineering (less CMAQ funding for 80% of construction and Phase III engineering for participating items).
- 1.4 Franklin Park Work Payments. Franklin Park's financial obligation under this Agreement shall be paid to the Illinois Tollway and County as follows:
  - 1.4.1 Payment to Illinois Tollway. Franklin Park agrees, upon completion of the Project and within sixty (60) calendar days of receipt of an invoice from the Illinois Tollway, to pay the Illinois Tollway the total obligation of Phase II engineering costs, based upon 5% of actual construction costs for the Franklin Park Work.
  - 1.4.2 Payment to County. Franklin Park agrees, upon award of the construction contract for the Project and within sixty (60) calendar days of receipt of an invoice from the County, to make an initial payment to the County in the amount of \$10,000, or approximately 50% of estimated construction and Phase III engineering costs for the Franklin Park Work. Upon completion of the Project and within sixty (60) calendar days of receipt of an invoice from the County, but not prior to January 1, 2025, Franklin Park will pay the remaining amount of construction and Phase III engineering costs associated with the Franklin Park Work, based upon actual costs for construction and 10% of actual construction costs for Phase III engineering (less CMAQ funding for 80% of construction and Phase III engineering for participating items).
- 1.5 Substitutions/Substitute Work. Bid work or materials may be requested in writing to be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the County will cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.
- 1.6 Additional Work. Additional work may be requested to be added in writing. Provided that the additional work does not unreasonably delay the Project schedule, the County will cause said additional work to be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.
- 1.7 Loss of Funding. In the event that federal funding becomes unavailable for the Project, the County or Illinois Tollway may terminate this Agreement. Bensenville shall have the ability to request reduction of or elimination from the Project of those enhancement improvements, Bensenville Work, which would have been Bensenville responsibility for payment, in the event federal funding

becomes unavailable for any portion of the Bensenville Work. Bensenville shall be responsible for costs incurred for those items that would have been Bensenville responsibility prior to providing notice for the reduction or elimination of said items. Franklin Park shall have the ability to request reduction of or elimination from the Project of those enhancement improvements, Franklin Park Work, which would have been Franklin Park responsibility for payment, in the event federal funding becomes unavailable for any portion of the Franklin Park Work. Franklin Park shall be responsible for costs incurred for those items that would have been Franklin Park responsibility prior to providing notice for the reduction or elimination of said items.

- 1.8 Reporting. The County shall submit to the Illinois Tollway by October 30 of each year its expenditures to date for the Project (as of September 30 of each year) and a forecast of annual expenditures for the remainder of the Project.

## **SECTION 2. COUNTY'S RESPONSIBILITIES**

### **2.1 Construction**

- 2.1.1 The County shall advertise and receive bids, make a recommendation for award and provide the Illinois Tollway the opportunity to review and concur with the recommendation, award the contract(s), provide Phase III engineering services for and cause the Project to be constructed in accordance with the approved Project construction plans and specifications.
- 2.1.2 After award of the construction contract, any proposed deviations from the approved plans and specifications that affect the Illinois Tollway, Bensenville or Franklin Park shall be submitted to the Illinois Tollway, Bensenville or Franklin Park for approval prior to commencing such work. The Illinois Tollway, Bensenville or Franklin Park shall review the proposed deviations and indicate their approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the Illinois Tollway, Bensenville or Franklin Park shall detail in writing their specific objections. If the County receives no written response from the Illinois Tollway, Bensenville or Franklin Park within fifteen (15) calendar days after delivery of the proposed deviation, or does not receive a request for an extension of time within such fifteen (15) calendar day period, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the Illinois Tollway, Bensenville or Franklin Park.
- 2.1.3 Subsequent to the award of the construction contract, and before any work is started on the Project, a pre-construction conference shall be held between the Illinois Tollway, the County, the Illinois Department of Transportation, Bensenville, Franklin Park, the interested contractor(s), and the affected utility agencies, at a time and place as designated by the County's representative, for the purpose of coordinating the work to be performed by the several contingents, and at which time a schedule of operations will be adopted.
- 2.1.4 The County shall require all construction performed within Illinois Tollway, Franklin Park, or Bensenville right-of-way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Construction, issued March 2021, as amended.

## 2.2 Permits

2.2.1 Unless otherwise specified in this Agreement, the County shall assume responsibility for ensuring that all required permits, including those required for construction on public right-of-way owned by the Illinois Department of Natural Resources and/or others, and joint participation and/or force account agreements are secured in support of the general Project schedule and deadlines. The Illinois Tollway shall provide support and information as necessary to allow for the County to secure required permits.

2.2.2 The County shall be responsible for adhering to the conditions of the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) in conjunction with the construction of the Project.

2.3 UIGA. The Uniform Intergovernmental Grant Agreement (UIGA) with the Illinois Department of Transportation (IDOT) shall be fully executed prior to receiving authorization to advertise the Project. The County shall be responsible for executing the UIGA with IDOT.

2.4 Construction Operations. The County shall have the authority to direct its contractor(s) to use specific locations within the Project construction limits as defined in the construction plans to store machinery and equipment, stockpile surplus materials, excess embankment, falsework, rubbish or temporary buildings. If any such location is located on Bensenville or Franklin Park right-of-way or property, the County shall receive Bensenville or Franklin Park permission, respectively, prior to directing its contractor(s) to use said location to store any items. Upon completion of the Project, the contractor shall be required to remove said items and leave the storage area(s) in a neat condition and not worse than the condition existing on the date of this Agreement, reasonably satisfactory to the authorized representative of the County and the property owner.

2.5 Notification of Final Inspection. The County shall provide the Illinois Tollway, Bensenville, and Franklin Park fourteen (14) calendar days' advance written notice of the Final Inspection of all work constructed as part of the Project ("Final Inspection"). The County shall provide notice to the Illinois Tollway, Bensenville, and Franklin Park upon completion of 70% and 100% of the Project construction and allow for joint inspection of the Project at such milestones. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the Illinois Tollway, Bensenville, and/or Franklin Park representatives shall give immediate verbal notice to the County's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the County's Resident Engineer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Illinois Tollway, Bensenville, and Franklin Park shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.

2.6 Insurance. The County shall require that the Parties and their agents, officers and employees be included as additional insured parties in the general liability insurance that the County requires of its contractor(s) and that the Parties be added as additional protected parties on all performance bonds required of the contractor(s).

2.7 Indemnification. The County, to the extent permitted by law, shall indemnify and hold Bensenville

and Franklin Park and all of their respective employees, officers, directors and agents harmless from all liability or claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the County or its agents. The County shall require its contractor(s) working on the Project to indemnify and save harmless Bensenville and Franklin Park and all of their respective employees, officers, directors and agents from any and all claims, suits, actions, liability, costs and fees of every nature or description, arising from, growing out of, or connected with the work to be performed under the applicable contract, or on account of or in consequence of any act or omission in safeguarding the work, or on account of or in consequence of using unacceptable materials in performing the work, or because of any act or omission, neglect or misconduct of the contractor, its employees and agents, or its subcontractor(s), or because of any claims or amount recovered by reason of their infringement of any patent, trade mark or copyright or by reason of their violation of any law, ordinance, order or decree, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided. Nothing herein contained shall be construed as prohibiting Bensenville or Franklin Park, or their respective directors, officers, agents, or employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The contractor shall likewise be liable for the costs, fees and expenses incurred in the defense of any such claims, actions, or suits by Bensenville or Franklin Park and their respective directors, officers, employees and agents, and/or the contractor.

### **SECTION 3. ILLINOIS TOLLWAY'S OBLIGATIONS**

- 3.1 Final Design. The Illinois Tollway shall complete final design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for the Project.
- 3.2 Permits. The Illinois Tollway shall submit the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) for the Project. The Illinois Tollway will coordinate and secure permits and/or approvals from the U.S. Department of Agriculture, as required for the Project. The Illinois Tollway will also coordinate and secure all necessary railroad permits needed for the Project.
- 3.3 Right-of-Way. The Illinois Tollway shall be the lead agency for proposed right-of-way acquisition for the Project and all acquisitions shall follow the federal process for federally-funded projects.
  - 3.3.1 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 approved construction plans and specifications.
  - 3.3.2 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. All right-of-way acquisitions must be certified by the Illinois Department of Transportation before the Project is authorized for letting and Project advertisement.
  - 3.3.3 Right-of-way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment(s), property management, and such legal fees and expenses as may be necessary to acquire said right-of-way. Said costs shall be solely Illinois Tollway expenses.

- 3.3.4 Upon acquisition of lands related to those facilities under County, Bensenville, or Franklin Park jurisdiction, the Illinois Tollway will execute the transfer of all acquired interests to the respective Party via a quitclaim deed. All such transfers shall be upon completion of the Project, as part of separate Intergovernmental Agreements.
- 3.3.5 The Illinois Tollway shall provide the County with official correspondence regarding the current right-of-way parcel acquisition process. The correspondence shall identify appraisers, relocation agents, negotiators, plats and legal descriptions involved in the process.
- 3.3.6 The Illinois Tollway shall allow the County access to Illinois Tollway owned right-of-way or utility easements for the purposes of constructing the Project.

#### 3.4 Utility Relocation

- 3.4.1 The Illinois Tollway shall be the lead agency for utility coordination and relocations. The Illinois Tollway will ensure that the necessary documents are submitted to the County, Bensenville, or Franklin Park for the respective utility permit(s) as needed. If there are locations where utilities are not located on existing County, Bensenville or Franklin Park right-of-way and if said utilities are eligible for reimbursement for any adjustments or relocations caused by the Project, the Illinois Tollway shall be responsible for financing said utility reimbursement costs. Neither Bensenville nor Franklin Park shall be responsible for financing any utility adjustments or relocations.
  - 3.4.2 The Illinois Tollway agrees to provide the Parties, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing Party right-of-way which require adjustment as part of Project. As part of its engineering responsibilities, the Illinois Tollway shall identify adjustments to the aforementioned existing utilities. The Illinois Tollway agrees to make all reasonable efforts to minimize the number and extent of utility adjustments in the design of improvements.
  - 3.4.3 The Illinois Tollway agrees to make arrangements for and issue all permits for Project-required adjustments to utility facilities located on existing Illinois Tollway right-of-way, and on proposed Illinois Tollway right-of-way, at no expense to the Parties.
- 3.5. Environmental Site Assessment. The Illinois Tollway shall complete and secure a valid Preliminary Environmental Site Assessment (PESA) and a Preliminary Site Investigation (PSI) for the Project in accordance with the Illinois Department of Transportation Bureau of Design and Environment Manual, issued May 2021, as amended.

### **SECTION 4. BENSENVILLE'S OBLIGATIONS**

- 4.1 Bensenville Owned Right-of-Way. Bensenville shall allow the County access to Bensenville owned right-of-way and/or utility easements, if applicable, for the purposes of constructing the Project. Bensenville will also permit CPR access to Franklin Avenue via the signalized intersection at County Line Road separately.

- 4.2 Coordination with the County. Bensenville shall assign a representative to coordinate and monitor the Project improvements involving Bensenville's facilities under construction and bring to the attention of the County's Resident Engineer any matters of concern with respect to same. Bensenville agrees to coordinate with the County on private (CPR) north leg access at the Franklin Avenue and County Line Road intersection, as required.
- 4.3 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County. Bensenville shall not cause a condition that would unreasonably delay the Final Inspection. Bensenville shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.

## **SECTION 5. FRANKLIN PARK'S OBLIGATIONS**

- 5.1 Franklin Park Owned Right-of-Way. Franklin Park shall allow the County access to Franklin Park owned right-of-way and/or utility easements, if applicable, for the purposes of constructing the Project.
- 5.2 Coordination with the County. Franklin Park shall assign a representative to coordinate and monitor the Project improvements involving Franklin Park's facilities under construction and bring to the attention of the County's Resident Engineer any matters of concern with respect to same.
- 5.3 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County. Franklin Park shall not cause a condition that would unreasonably delay the Final Inspection. Franklin Park shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.

## **SECTION 6. MAINTENANCE**

- 6.1 Definition. As used herein, the terms "maintenance" and "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- 6.2 County. Upon completion and final acceptance of the Project by the Parties, the County shall own, operate and maintain the following:
- 6.2.1 County Line Road in its entirety, including the closed drainage system.
- 6.2.2 Traffic signal at the Franklin Avenue/Green Street and County Line Road intersection, including combination lighting, LED illuminated signage and EVP system. The County will assume 25% financial responsibility for maintenance and electrical energy costs for operation of the signal.
- 6.3 Illinois Tollway. Upon completion and final acceptance of the Project by the Parties, the Illinois Tollway shall own, operate and maintain the following:
- 6.3.1 Franklin Connector, in its entirety.

6.3.2 Detention basin located south of Franklin Avenue and west of UPRR.

6.4 Bensenville. Upon completion and final acceptance of the Project by the Parties, Bensenville shall own, operate and maintain the following:

6.4.1 Franklin Avenue/Green Street from York Road to UPRR, including the intersection at County Line Road with new access to the north to the CPR Bensenville Yard within Bensenville proposed right of way, and local streets intersecting Franklin Avenue/Green Street (May Street, Rose Street, Grace Street, Marion Street, Marion Court, Park Street, Evergreen Street, Dominic Court, Podlin Drive), within Bensenville municipal limits, in their entirety, including the closed drainage system and landscaping.

6.4.2 Sidewalk along the north side of Franklin Avenue/Green Street from Marion Street to Marion Court and along the south side of Green Street from Park Street to County Line Road.

6.4.3 Shared use path along the north side of Franklin Avenue/Green Street from Marion Court to County Line Road, along the south side of Franklin Avenue/Green Street from County Line Road to UPRR, and along the west side of County Line Road, installed as part of the Bensenville Work.

6.4.4 Sanitary sewer, watermain and fire hydrants along Franklin Avenue/Green Street within Bensenville municipal limits and the watermain and fire hydrant along Franklin Avenue from the UPRR tracks to the proposed I-490 bridges over Franklin Avenue within Franklin Park municipal limits.

6.4.5 Roadway and pedestrian lighting along Franklin Avenue/Green Street and along the west side of County Line Road within Bensenville municipal limits, installed as part of the Bensenville Work and the associated lighting controller.

6.4.6 Upon completion and final acceptance of the Project by the Parties, Bensenville shall assume financial responsibility of the following:

6.4.6.1 75% of maintenance and electrical energy costs for operation of the traffic signal at the Franklin Avenue/Green Street and County Line Road intersection, in which Bensenville shall pay its share within thirty (30) calendar days of receipt of the quarterly statement issued by the County.

6.4.6.2 100% of the maintenance repair costs of the EVP system on the County's traffic signal at the Franklin Avenue/Green Street and County Line Road intersection. Bensenville and/or its respective Fire Protection District shall not have access to or on the County's traffic signal. The County will monitor the operational status of the EVP at no charge to Bensenville and will inform Bensenville should it detect fault with operations.

6.4.6.3 Bensenville shall pay its share of electrical energy costs directly to Commonwealth Edison Company (ComEd), in accordance with a service contract to be entered

into between ComEd and Bensenville for the traffic signal.

- 6.5 Franklin Park. Upon completion and final acceptance of the Project by the Parties, Franklin Park shall own, operate and maintain the following:
- 6.5.1 Franklin Avenue/Green Street from UPRR to Runge Street and local streets intersecting Franklin Avenue/Green Street (Acorn Lane and Runge Street) within Franklin Park municipal limits, in their entirety, including roadway lighting and the associated lighting controller, the closed drainage system, and landscaping.
  - 6.5.2 Underpass lighting on the UPRR bridge over Franklin Avenue and I-490 northbound and southbound bridges over Franklin Avenue...
  - 6.5.3 Traffic signal at Franklin Avenue and the Franklin Franklin Connector intersection, including combination lighting and the EVP system. Franklin Park will assume 100% financial responsibility of maintenance and electrical energy costs for operation of the signal.
  - 6.5.444 Watermain and fire hydrants along Franklin Avenue within Franklin Park municipal limits with the exception of the Bensenville watermain and fire hydrant as described in Section 6.4.4 above.
  - 6.5.5 Shared use path along the south side of Franklin Avenue from UPRR to Runge Street installed as part of the Franklin Park Work.
- 6.6 Survives Termination. The Parties' maintenance responsibilities shall survive termination of this Agreement.
- 6.7 Exhibit A. The maintenance responsibilities of the Parties are set forth in the attached Exhibit A, which is incorporated into and made a part of this Agreement.

## **SECTION 7. DISPUTE RESOLUTION**

- 7.1 Negotiation. If a dispute arises between the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in good faith in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, signed by the Parties, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this section. If the Parties do not resolve the dispute through negotiation, any Party may pursue other remedies under Section 7.2 below to enforce the provisions of this Agreement.
- 7.2 Remedies. In any action with respect to this Agreement, the Parties are free to pursue any legal

remedies at law or in equity. Each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. Each Party will bear its own costs, expenses, experts' fees, and attorneys' fees, incurred in all litigation arising under this Agreement.

- 7.3 Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action.

## SECTION 8. FORCE MAJEURE

- 8.1 Excuse from Performance. No Party will be liable in damages to any other Party for delay in performance of, or failure to perform its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event as defined in Section 8.2 below. If a Party cannot perform under this Agreement due to the occurrence of a Force Majeure Event, then the time period for performance of the Party under this Agreement shall be extended by the duration of the Force Majeure Event.
- 8.2 Force Majeure Event. A "Force Majeure Event" means an event not the fault of, and beyond the control of the Party claiming excuse, which makes it impossible or extremely impracticable for such Party to perform the obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include, but are not limited to, an "Act of God," such as an earthquake, flood, fire, tornado, earth movement, or similar catastrophic event; an act of terrorism, sabotage, civil disturbance or similar event; a strike, work stoppage, picketing, or similar concerted labor action; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; and an order or regulation issued by a federal or state regulatory agency after the Effective Date of this Agreement, or a judgment or order entered by a federal or state court after the Effective Date of this Agreement. A Force Majeure Event does not include a change in economic or market conditions or a change in the financial condition of any Party to this Agreement.
- 8.3 Notice. The Party claiming a Force Majeure Event excuse must deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this section must be given promptly in light of the circumstances. Such notice must describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the Party expects to be prevented from performing, and the steps that the Party intends to take to restore its ability to perform its obligations under this Agreement.

## SECTION 9. GENERAL CONDITIONS

- 9.1 Access to Highways. It is understood and agreed to by the Parties that highway permits relating to the Project may be required by the County or the County's contractor(s) subsequent to the execution

of this Agreement, to access right-of-way owned by another Party for purposes of geotechnical work, surveys and plan preparation at the locations covered by this Agreement in order to document insurance and liability requirements. The respective Party shall permit said access to the Party-owned right-of-way for said work associated with the Project.

- 9.2 Authority to Execute. The Parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- 9.3 Authorized Agents. The Parties and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the Project that affects the Party's infrastructure and/or right-of-way. All Parties may assign personnel to perform inspections on behalf of the respective Party of all work included in the Project that affects the Party's infrastructure and/or right-of-way, and will deliver written notices to the County Superintendent, Department of Transportation and Highways advising the County as to the identity of the individual(s) assigned to perform said inspections.
- 9.4 Binding Successors. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and approved assigns.
- 9.5 Compliance with Laws, Rules and Regulations. The Parties shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.
- 9.6 Conflict with Exhibits. In the event of a conflict between any Exhibit attached hereto and the text of this Agreement, the text of this Agreement shall control.
- 9.7 Counterparts. This Agreement may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 9.8 County Section Number. The Project is hereby designated as County Section Number 21-FRAGS-00-PV. The Parties shall include County Section Number 21-FRAGS-00-PV on all Project-related submittals, including, but not limited to, emails, correspondence and invoices.
- 9.9 Designation of Representatives. Not later than twenty-one (21) calendar days after the Effective Date of this Agreement, as defined in Section 9.10 below, each Party shall designate in writing a full-time representative for the carrying out of the Agreement. Each representative shall have the authority, on behalf of the respective 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 others.
- 9.10 Effective Date. The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement, which date shall be inserted on the first page of this Agreement. This Agreement shall become effective only in the event the corporate authorities of each Party approve this Agreement.
- 9.11 Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written or oral agreements,

commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.

- 9.12 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County subject to the provisions of notice as required by Section 2.5 of this Agreement. The Illinois Tollway, Bensenville and Franklin Park shall submit final punch list items within seven (7) calendar days prior to the Final Inspection date as determined by the County. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the Party's representative shall give immediate verbal notice to the County's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the County's Resident Engineer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Party shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.
- 9.13 Modification. This Agreement may only be modified by a written instrument executed by the Superintendent of the Department and authorized representatives of the Illinois Tollway, Bensenville and Franklin Park.
- 9.14 No Individual or Personal Liability. The Parties agree that the actions taken in regard to and the representations made by each respective Party in this Agreement and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, director, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.
- 9.15 No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.
- 9.16 Notices. Unless otherwise specified, all invoices, notices and other communications related to this Agreement shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the County:

Jennifer "Sis" Killen, P.E., PTOE  
Superintendent  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
E-mail: [jennifer.killen@cookcountyil.gov](mailto:jennifer.killen@cookcountyil.gov)

To the Illinois Tollway:

Manar Nashif, P.E.

Acting Chief Engineering Officer  
Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, IL 60515  
E-mail: [mnashif@getipass.com](mailto:mnashif@getipass.com)

To Bensenville: Office of the Village Manager  
Evan Summers  
Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106  
E-mail: [ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)

To Franklin Park: Tom McCabe  
Village Engineer  
Village of Franklin Park  
9500 Belmont Avenue  
Franklin Park, IL 60131  
E-mail: [tmccabe@vofp.com](mailto:tmccabe@vofp.com)

- 9.17 Permits. All Parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of any permits required for the Project.
- 9.18 Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- 9.19 Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- 9.20 Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 9.21 Termination. Subject to Section 6.6, this Agreement terminates upon completion and final acceptance of the Project by the Parties and final reimbursement by the Illinois Tollway, Bensenville and Franklin Park.
- 9.22 Timely Review and Approval. Wherever in this Agreement approval or review by any Party is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 9.23 Waiver of Default. The failure by any Party to seek redress for violation of or to insist upon 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 any Party unless such provision is waived in writing.

Intergovernmental Agreement  
Franklin Avenue/Green Street: York Road to Runge Street  
Section: 21-FRAGS-00-PV  
Federal Project No.: ZAGE (365)  
Job No.: C-91-192-21

**SIGNATURE PAGES TO FOLLOW**

Draft-IGAC

Intergovernmental Agreement  
Franklin Avenue/Green Street: York Road to Runge Street  
Section: 21-FRAGS-00-PV  
Federal Project No.: ZAGE (365)  
Job No.: C-91-192-21

**IN WITNESS WHEREOF**, the County, the Illinois Tollway, Bensenville, and Franklin Park have caused this Agreement to be executed by their respective officials on the dates as shown.

**EXECUTED BY THE COUNTY OF COOK:**

\_\_\_\_\_  
Toni Preckwinkle  
President  
Board of County Commissioners

This \_\_\_\_ day of \_\_\_\_\_ 2022.

ATTEST: \_\_\_\_\_  
County Clerk  
(SEAL)

-----  
RECOMMENDED BY:

\_\_\_\_\_  
Superintendent  
County of Cook  
Department of Transportation and Highways

APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

\_\_\_\_\_  
Assistant State's Attorney

**EXECUTED BY THE ILLINOIS STATE  
TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Dorothy Abreu  
Chair and Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cathy R. Williams  
Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kathleen R. Pasulka-Brown  
General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality:

\_\_\_\_\_  
Lisa M. Conforti  
Assistant Attorney General  
State of Illinois

Draft-IGAC

Intergovernmental Agreement  
Franklin Avenue/Green Street: York Road to Runge Street  
Section: 21-FRAGS-00-PV  
Federal Project No.: ZAGE (365)  
Job No.: C-91-192-21

**EXECUTED BY THE VILLAGE OF BENSENVILLE:**

By: \_\_\_\_\_  
Frank DeSimone  
Village President

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk  
(SEAL)

Draft-IGAC

Intergovernmental Agreement  
Franklin Avenue/Green Street: York Road to Runge Street  
Section: 21-FRAGS-00-PV  
Federal Project No.: ZAGE (365)  
Job No.: C-91-192-21

**EXECUTED BY THE VILLAGE OF FRANKLIN PARK:**

By: \_\_\_\_\_  
Barrett F. Pedersen  
Village President

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk  
(SEAL)

Draft-IGAC

RESOLUTION NO. 22496

**Background**

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding worker’s compensation claims filed by Dominic Del Vescovo. It is in the best interest of the Tollway to enter into the proposed settlement agreement.

**Resolution**

The settlement of Dominic Del Vescovo’s workers compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in Executive Session. The Chair and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate this settlement and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22497

**Background**

The Illinois State Toll Highway Authority (“Tollway”) negotiated a proposed settlement regarding negligence claims filed by Veronica Racevice. It is in the best interest of the Tollway to enter into the proposed settlement agreement.

**Resolution**

Settlement of Veronica Racevice’s negligence claims is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in Executive Session. The Chair and Chief Executive Officer of the Tollway and the General Counsel are authorized to execute any and all necessary documents to effectuate the settlement and resolve all related legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:

\_\_\_\_\_  
Chair

RESOLUTION NO. 22498

**Background**

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into a Collective Bargaining Agreement with the Metropolitan Alliance of Police and Its Illinois State Toll Highway Authority Chapter #135 for Telecommunicators, effective May 1, 2021 through April 30, 2025.

**Resolution**

The Chief of Administration and the General Counsel are authorized to finalize a Collective Bargaining Agreement between The Illinois State Toll Highway Authority and the Metropolitan Alliance of Police and Its Illinois State Toll Highway Authority Chapter #135 for Telecommunicators in accordance with the terms presented to the Board in Executive Session. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

## RESOLUTION NO. 22499

**Background**

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Workforce Development Technical Assistance Initiative Services from Chicago Cook Workforce Partnership (“Contract No. 17-0057”). It is in the best interest of the Tollway to purchase additional Workforce Development Technical Assistance Initiative Services from Chicago Cook Workforce Partnership by renewing Contract No. 17-0057 and increasing the upper limit of compensation by an amount not to exceed \$1,330,835.80.

**Resolution**

The renewal and associated increase in the upper limit of compensation on Contract No. 17-0057 for the purchase of additional Workforce Development Technical Assistance Initiative Services from Chicago Cook Workforce Partnership is approved in an amount not to exceed \$1,330,835.80, increasing the upper limit of compensation from \$5,623,343.25 to \$6,954,179.05. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair