

RESOLUTION NO. 20457
AMENDING RESOLUTION NO. 20423


Background

The Illinois State Toll Highway Authority, with the approval of its Consulting Engineer, instituted a self-insured workers' compensation program effective May 1, 1988. Paragraph 715.4(1) of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority, dated March 31, 1999, requires that "each such self-insurance program shall include an actuarially sound reserve fund, if any, as recommended by the Consulting Engineers, out of which claims are to be paid and the adequacy of such funds shall be evaluated not later than 90 days after the end of each insurance year." The Tollway has established a locally-held depository account known as the Workers Compensation Claim Reserve Fund for its workers' compensation self-insurance program, the balance of which is net of all workers' compensation claims paid through such date.

On August 28, 2014 the Board approved Resolution No. 20423 recommending the approval of funding for the Workers' Compensation Insurance Claim Reserve Fund for the program year of May 1, 2014 through April 30, 2015 in the amount of \$9,092,000.00. In addition, the Board authorized a reduction of \$553,000.00 for open claims for program years prior to April 30, 2014. Upon further analysis, management recommends an amendment to Resolution No. 20423, eliminating the prior year's reduction of \$553,000.00.

Resolution

Resolution Number 20423 is hereby amended consistent with the foregoing. Specifically, the Chief of Finance is authorized to implement any measures which will reverse any actual or planned reduction of \$553,000 in the Workers Compensation Claim Reserve Fund for open claims for program years prior to April 30, 2014.

Approved by:  _____
Chair

RESOLUTION NO.20458

Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to continue collection and litigation services for various delinquent Tollway accounts including: violations, property damage claims, I-Pass charges, and other miscellaneous collections.

On December 10, 2013, the Tollway issued Requests for Proposals ("RFP 13-0092") which were evaluated by a selection committee. Upon the evaluation of the selection committee, Harris and Harris Ltd. and Law Enforcement Systems LLC were determined to be best qualified to provide collections and collection litigation services for an upper limit of compensation not to exceed \$10,000,000.00, in aggregate, for a period of five years, with a contract also permitting five one-year renewal options.

Resolution

It is in the best interests of the Tollway to approve Contract 13-0092 for Collections and Collection Litigation Services for a period of five years in an amount of \$5,000,000.00 to Harris and Harris Ltd. and \$5,000,000.00 to Law Enforcement Systems LLC, for a total upper limit of compensation not to exceed \$10,000,000.00 in aggregate. This contract shall also include renewal options up to five years, separate from the foregoing upper limit of compensation.

The Chair and the Executive Director are authorized to execute necessary documentation in connection with the contracts with Harris & Harris Ltd. and Law Enforcement Systems LLC, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20459

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring a Job Order Contracting (“JOC”) Program Administrator. Pursuant to the Tollway’s Request for Proposal No. 13-0248, which proposal was evaluated by a selection committee, the Tollway has determined that The Gordian Group, Inc. provides the best value for a JOC Program Administrator for an upper limit of compensation not to exceed \$1,280,000.00.

Resolution

The proposal from The Gordian Group, Inc. for the purchase of a JOC Program Administrator is accepted. Contract No. 13-0248 is approved in an amount not to exceed \$1,280,000.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, subject to approval of the 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20460

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Intelligent Transportation System (“ITS”) Field Equipment Maintenance. Pursuant to the Tollway’s Request for Proposal No. 14-0017, which proposal was evaluated by a selection committee, the Tollway has determined that Meade, Inc. provides the best value for ITS Field Equipment Maintenance for an upper limit of compensation not to exceed \$12,652,440.00.

Resolution

The proposal from Meade, Inc. for the purchase of ITS Field Equipment Maintenance is accepted. Contract No. 14-0017 is approved in an amount not to exceed \$12,652,440.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, subject to approval of the 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20461

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Web-Based Plan Room and On-Call Printing Services (Contract No. 11-0010) from Accurate Repro, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to issue a Change Order to increase the upper dollar limit of said contract by \$240,000.00 for the purchase of additional Web-Based Plan Room and On-Call Printing Services.

Because this procurement was subsequently considered a sole economically feasible source amendment, the Tollway is authorized to procure the Web-Based Plan Room and On-Call Printing Services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item will be presented for public hearing and, if no objections are noted, it will be approved by the State Chief Procurement Officer.

Resolution

A Change Order increasing the upper limit of compensation of Contract No. 11-0010 for the purchase of additional Web-Based Plan Room and On-Call Printing Services is approved in an amount not to exceed \$240,000.00 (increase from \$432,250.00 to \$672,250.00). The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20462

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Automated Vehicle Locating ("AVL") System Services (Contract No. 05-0093) from InterFleet, 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 \$145,000.00 for the purchase of additional AVL System Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 05-0093 for the purchase of additional AVL System Services from InterFleet, Inc. is approved in an amount not to exceed \$145,000.00 (increase from \$1,507,750.00 to \$1,652,750.00). The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20463

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Refurbishing Services for Aluminum Sign Blanks and Extrusions. Pursuant to the Tollway’s Invitation for Bid No. 14-0086, the Tollway has determined that Toppert Jetting Service, Inc. is the lowest responsible bidder for Refurbishing Services for Aluminum Sign Blanks and Extrusions for an upper limit of compensation not to exceed \$408,000.00.

Resolution

The bid from Toppert Jetting Service, Inc. for the purchase of Refurbishing Services for Aluminum Sign Blanks and Extrusions is accepted. Contract No. 14-0086 is approved in an amount not to exceed \$408,000.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, subject to approval of the 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20464

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring I-PASS Gift Card Printing and Packaging Services. Pursuant to the Tollway’s Invitation for Bid No. 13-0113, the Tollway has determined that MOTR GrafX, LLC is the lowest responsible bidder for I-PASS Gift Card Printing and Packaging Services for an upper limit of compensation not to exceed \$120,000.00.

Resolution

The bid from MOTR GrafX, LLC for the purchase of I-PASS Gift Card Printing and Packaging Services is accepted. Contract No. 13-0113 is approved in an amount not to exceed \$120,000.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20465

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring ASCO Switches and Parts. Pursuant to the Tollway's Invitation for Bid No. 12-0164R, the Tollway has determined that Intex Lighting, LLC is the lowest responsible bidder for ASCO Switches and Parts for an upper limit of compensation not to exceed \$122,077.70.

Resolution

The bid from Intex Lighting, LLC for the purchase of ASCO Switches and Parts is accepted. Contract No. 12-0164R is approved in an amount not to exceed \$122,077.70. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, 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 of Finance is authorized to issue warrants in payment thereof.

Approved by: Paul Coeff

Chair

RESOLUTION NO. 20466

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19680 approved April 26, 2012, entered into an Agreement with Crawford, Murphy & Tilly, Inc. on Contract No. I-11-4016, for Design Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90) from Milepost 73.1 (Oakton Street) to Milepost 68.1 (IL Route 53).

Crawford, Murphy & Tilly, Inc. has submitted a proposal to provide Supplemental Design Services for Contract No. I-11-4016, increasing the contract upper limit by \$3,091,000.00 from \$16,449,979.40 to \$19,540,979.40. It is necessary and in the best interest of the Tollway to accept the proposal from Crawford, Murphy & Tilly, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Crawford, Murphy & Tilly, Inc., consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20467

Background

The Illinois State Toll Highway Authority (“Tollway”) pursuant to Resolution No. 19238 approved October 21, 2010, Resolution No. 19845 approved December 13, 2012 and Resolution No. 20390 approved June 26, 2014, entered into an Agreement and Supplemental Agreements for Contract No. RR-10-9973 with AECOM Technical Services, Inc. for Trust Indenture and Consulting Engineer Services, Systemwide.

AECOM Technical Services, Inc. has submitted a proposal to renew this contract for one year through December 31, 2015, for Trust Indenture and Consulting Engineer Services, Systemwide on Contract RR-10-9973, increasing the upper limit of compensation of the contract by \$17,053,000.00 from \$41,860,971.33 to \$58,913,971.33. It is necessary and in the best interest of the Tollway to accept the proposal for Contract Renewal from AECOM Technical Services, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Contract Renewal with AECOM Technical Services, Inc., consistent with the aforementioned proposal, subject to the approval of the General Counsel; the Chair or the Executive Director is authorized to execute said Agreement; and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20468

Background

The Illinois State Toll Highway Authority (“Tollway”) pursuant to Resolution No. 19239 approved October 21, 2010 and Resolution No. 19878 approved January 24, 2013, entered into an Agreement and Supplemental Agreement for Contract No. RR-10-9974 with CDM Smith Inc. for Trust Indenture and Traffic Engineer Services, Systemwide.

CDM Smith Inc. has submitted a proposal to renew this contract for one year through December 31, 2015, for Trust Indenture and Traffic Engineer Services, Systemwide on Contract RR-10-9974, increasing the upper limit of compensation of the contract by \$4,135,701.00 from \$13,743,122.19 to \$17,878,823.19. It is necessary and in the best interest of the Tollway to accept the proposal for Contract Renewal from CDM Smith Inc.

Resolution

The Chief Engineer is authorized to negotiate a Contract Renewal with CDM Smith Inc., consistent with the aforementioned proposal, subject to the approval of the General Counsel; the Chair or the Executive Director is authorized to execute said Agreement; and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20469

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20004 approved on June 27, 2013, entered into Contract No. I-13-4126 with William Charles Construction Company, LLC for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 33.5 (Anthony Road) to Milepost 41.5 (US Route 20). This Extra Work Order is to provide for construction of a landscaping berm; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order, for construction identified above, in the amount of \$246,157.10 increasing the upper limit of compensation from \$51,285,351.37 to \$51,531,508.47 on Contract No. I-13-4126 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20470

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20121 approved on October 24, 2013, entered into Contract No. I-13-5680 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Grading, Drainage and Wall Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 74.6 (Mt. Prospect Road) to Milepost 76.4 (Lee Street). This Change Order / Extra Work Order is to provide completion of the retaining wall; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order, for construction identified above, in the amount of \$303,160.40 increasing the upper limit of compensation from \$29,190,897.78 to \$29,494,058.18 on Contract No. I-13-5680 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair


RESOLUTION NO. 20471

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20063 approved on August 29, 2013, entered into Contract I-13-4616 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Bridge Construction on the Jane Addams Memorial Tollway (I-90) at Milepost 73.5 (Elmhurst Road). To the Tollway's knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$6,000.00 on Contract No. I-13-4616 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:  _____

Chair

RESOLUTION NO. 20472

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19854 approved on January 10, 2013, entered into Contract No. I-12-4075 with Plote Construction, Inc. for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90), from Milepost 41.5 (US Route 20) to Milepost 45.5 (IL Route 47). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-12-4075 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20473

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19940 approved on March 28, 2013, entered into Contract No. RR-13-4095 with Meade, Inc. for Remote Traffic Microwave Sensors (RTMS) / Closed Circuit Television (CCTV) Relocation on the Tri-State Tollway (I-94) from Milepost 4.5 to Milepost 29.1; on the Tri-State Tollway (I-294) from Milepost 41.8 to Milepost 49.6; on the Ronald Reagan Memorial Tollway (I-88) from Milepost 117.1 to Milepost 139.6; and on the Veterans Memorial Tollway (I-355) at Milepost 27.3. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-13-4095 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20474

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20001 approved on June 27, 2013, entered into Contract No. I-13-4131 with Illinois Constructors Corporation for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 17.6 (Mill Road over I-90). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4131 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

9/25/14

6.3/10

RESOLUTION NO. 20475

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19344 approved on February 24, 2011, entered into Contract No. RR-10-5621 with Mott Excavating, Inc. for Landscape and Improvements on the Reagan Memorial Tollway (1-88) from Milepost 91.0 (Annie Glidden Road) to Milepost 137.0 (IL Route 83); Veterans Memorial Tollway (1-355) from Milepost 1.25 (US Route 6) to Milepost 27.75 (North Avenue); and Central Administration Building, Downers Grove. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-10-5621 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

9/25/14

6.3/11

RESOLUTION NO. 20476

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20007 approved on June 27, 2013, entered into Contract No. RR-13-5666 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Intermittent Pavement Repair, Ramp, and Parking Lot Rehabilitation on the Reagan Memorial Tollway (I-88) from Milepost 56.4 (Toll Plaza 69) to Milepost 138.5 (IL Route 59). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-13-5666 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

9/25/14

6.3/12

RESOLUTION NO. 20477

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20036 approved on July 25, 2013, entered into Contract No. RR-13-9138 with McDermaid Roofing and Insulating Company for Roof Repairs and Replacements on the Jane Addams Memorial Tollway (I-90) at Milepost 42.5 (US 20); and on the Reagan Memorial Tollway (I-88) at Milepost 54.2 (IL 26), Milepost 50.1 (Atkinson Road), Milepost 81.75 (Woodlawn Road) and Milepost 91.3 (Annie Glidden Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-13-9138 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20478

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with Hampshire Township in connection with the improvements to the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. Hampshire Township requests that the Tollway include in its project the construction of a landscaping berm along the south side of I-90 adjacent to the Hampshire Oaks Estate I and II Subdivision to provide a site screen of I-90 and allow for the beneficial use of excess soil within the I-90 corridor.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and Hampshire Township in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE TOWNSHIP OF HAMPSHIRE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2014, 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 TOWNSHIP OF HAMPSHIRE, a body politic and corporate of the State of Illinois, hereinafter called the "TOWNSHIP", 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 ILLINOIS 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 contract(s) including but not limited to Contract I-13-4126 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the TOWNSHIP requests that the ILLINOIS TOLLWAY include in its PROJECT the construction of a landscaping berm along the south side of I-90 adjacent to the Hampshire Oaks Estate I and II Subdivision, for the purpose of providing a site screen of I-90; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the TOWNSHIP's request to construct a landscaping berm approximately 1,325 feet in length that ranges in height from 10 feet to 15 feet, to be constructed on TOLLWAY property and on easement from the TOWNSHIP, which will allow for the beneficial use of excess soil within the I-90 PROJECT corridor, (hereinafter referred to as the "BERM"); and

WHEREAS, the ILLINOIS TOLLWAY and the TOWNSHIP 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 TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *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 ILLINOIS TOLLWAY 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 ILLINOIS TOLLWAY agrees, at its sole expense, to perform design engineering, obtain necessary surveys, and prepare plans for the BERM.
- C. The final approved plans for the BERM shall be promptly delivered to the TOWNSHIP by the ILLINOIS TOLLWAY.
- D. The TOWNSHIP shall review the plans for the BERM within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the TOWNSHIP within this time period, the lack of response shall be deemed approval of the plans. Approval by the TOWNSHIP shall mean the TOWNSHIP agrees with all specifications in the plans, including alignment and location of the BERM. In the event of disapproval, the TOWNSHIP will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- E. Any dispute concerning the plans for the BERM shall be resolved in accordance with Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY 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, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, 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. 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 TOWNSHIP shall grant and consent to any and all rights of access (ingress and egress), temporary use of its property, right of way or easement areas to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any right of access, temporary use shall not be unreasonably withheld by the TOWNSHIP.

II. RIGHT OF WAY

- A. The TOWNSHIP, at its own expense, shall acquire in its name, a 50 foot temporary construction easement from all individual property owners adjacent to the proposed

BERM as needed for the construction of the BERM pursuant to the approved plans and specifications. It should be noted that the required temporary construction easements are only needed for the duration of the construction of the BERM and upon completion of the construction, the easements shall be null and void and the individual property owners will retain all rights and maintenance obligations for the areas.

- B. Prior to construction of the BERM, the TOWNSHIP shall provide copies of all temporary construction easements from the individual property owners for where the proposed BERM is to be constructed, to the ILLINOIS TOLLWAY.

III. UTILITY RELOCATION

- A. It has been determined that there are no known utilities in the area of the proposed BERM.
- B. In the event an unknown utility is discovered, the ILLINOIS TOLLWAY shall revise the plans and specifications of the BERM as required avoiding the utility conflict, at no expense to the TOWNSHIP.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall provide construction engineering inspections for and cause the BERM to be constructed in accordance with the PROJECT plans.
- B. The ILLINOIS TOLLWAY shall require its contractor(s) working within the TOWNSHIP's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2014, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- C. The TOWNSHIP and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the construction of the BERM. The TOWNSHIP shall assign personnel to perform inspections on behalf of the TOWNSHIP of all work included in the construction of the BERM that affects the TOWNSHIP, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012,

issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all BERM related engineering, construction engineering and construction costs.
- B. Either the TOWNSHIP or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the BERM or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

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 TOWNSHIP.
- B. 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.
- C. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other 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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 and the portion of the BERM constructed on TOLLWAY right of way inside of the access control fence, in its entirety.
- B. The TOWNSHIP agrees to maintain, or cause to maintain, the BERM constructed on the temporary easement outside of the access control fence, in its entirety.
- C. The TOWNSHIP agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the BERM.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. All items of construction which are stipulated in this AGREEMENT to be maintained by the TOWNSHIP shall, upon completion of construction be the sole maintenance responsibility of the TOWNSHIP, 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.
- B. Nothing herein is intended to prevent or preclude the TOWNSHIP from entering into agreements in the future for the transfer or sharing of maintenance of the BERM.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Township of Hampshire 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 TOWNSHIP 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. In the event of a dispute between TOWNSHIP and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Highway Commissioner of the TOWNSHIP shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. 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.
- G. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois

RESOLUTION NO. 20479

Background

The Tollway is interested in entering into an Addendum to its Intergovernmental Agreement with the Illinois Community College Board (hereinafter referred to as "ICCB"). The ICCB agreed to partner with the Tollway allowing the Tollway to share and benefit from the ICCB's resources and experienced staff to assist the agency with its business development and the development and implementation of the "Construction Business Development Center" (hereinafter referred to as the "CBDC"). The CBDC is comprised of identified ICCB member colleges which employ and train individuals possessing the knowledge and skill necessary to help the Tollway increase the capacity of small construction firms. This Addendum adds the College of Lake County as an additional authorized CBDC partner and an additional \$122,648 in annual funding amounting to an additional \$245,296 for the remainder of the term of the agreement.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Addendum to the Intergovernmental Agreement with the Illinois Community College Board in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

Approved by: _____



Chair

**INTERGOVERNMENTAL ADDENDUM AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS COMMUNITY COLLEGE BOARD**

This INTERGOVERNMENTAL ADDENDUM AGREEMENT (hereinafter referred to as the "ADDENDUM") is entered into this _____ day of _____ AD, 2014, 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 ILLINOIS COMMUNITY COLLEGE BOARD, as the coordinating board for community colleges of the State of Illinois, hereinafter called the "ICCB", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and the ICCB entered into an Intergovernmental Agreement number 002012-12, (hereinafter referred to as the "AGREEMENT") dated March 27, 2013 and fully executed on April 24, 2013, to utilize the ICCB's resources and experienced staff in various aspects of business development and to develop and implement the "Construction Business Development Center", (hereinafter referred to as the "CBDC") which included the participation of ICCB member colleges: Prairie State College, South Suburban College and Moraine Valley Community College in the Chicago Southland Region, and Waubensee Community College intended to increase the capacity of small construction firms; and

WHEREAS, exercising an option contained in the AGREEMENT, the PARTIES entered into an Extension of the AGREEMENT (hereinafter referred to as the "EXTENSION") dated March 10, 2014 and fully executed on March 24, 2014, to extend the AGREEMENT for the term option of two (2) years beginning March 27, 2014 through March 27, 2016; and

WHEREAS, the PARTIES agree to add the College of Lake County, an ICCB member which possesses the necessary resources and staff trained in various aspects of business development to the consortium of the CBDC partners providing services under the AGREEMENT and the EXTENSION; 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 ADDENDUM; and

WHEREAS, the ICCB by virtue of its powers as set forth in the Public Community College Act (110 ILCS 805/1 *et seq.*) is authorized to enter into this ADDENDUM; and

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

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

I. PARTIES RESPONSIBILITIES

- 1. D. shall be revised to read as follows:

“Assess and evaluate the needs of the firms (currently estimated at 160) that are expected to apply to the program in the preparation of bid documentation, preparation of estimates, project management, negotiating bonds, etc.”

- 2. E. shall be revised to read as follows:

“Provide customized and/or classroom technical assistance to assessed firms (currently estimated at 120) that meet the specific criteria which shall be selected and approved to participate and be assessed to identify the types of services that are necessary for the firm’s growth.”

- 3. F. shall be revised to read as follows:

“The CBDC shall distribute certificates of completion for services provided to 96 applicants of which 48 will bid on small unbundled TOLLWAY contracts.”

- 4. G. shall be revised to read as follows:

“The CBDC shall provide the above referenced services to the businesses (currently estimated at 48) as they prepare to bid on TOLLWAY contracts.”

III. TERM

- 1. The term shall be revised to read as follows:

“The PARTIES agree that the term of this AGREEMENT shall be from March 27, 2013 to March 27, 2016. It is agreed and understood that this ADDENDUM is contingent upon the TOLLWAY having adequate funding in its budget unless otherwise terminated as described in Section IV, A of this AGEEMENT.”

V. FINANCIAL

- 1. The Financial Section V shall be revised to read as follows:

- A. The PARTIES agree that the annual estimated costs associated with the Program shall be in accordance with the following, as submitted by the ICCB:

<u>CATEGORIES</u>	<u>PRICING</u>	<u>TOTAL</u>
<u>PERSONNEL</u>		
1- Project Manager	\$ 75,000	\$ 75,000
5- Part Time Assistant Managers	\$ 18,000	\$ 90,000
5- Case Managers	\$ 57,000	\$285,000

EXPENSES

Technical Assistance Services	\$ 62,800	\$ 62,800
Specialized Assistance (Attorney, CPA, etc.)	\$ 37,442	\$ 37,442
Resource Materials (Books, Software, etc.)	\$ 15,000	\$ 15,000

<u>STAFF OFFICE</u>	\$ 6,998	\$ 6,998
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<u>TRAVEL</u>	\$ 26,100	\$ 26,100
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<u>PRINTING</u>	\$ 5,014	\$ 5,014
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<u>MARKETING</u>	\$ 30,000	\$ 30,000
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<u>SUBTOTAL</u>		<u>\$633,354</u>
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<u>ADMINISTRATION FEES @ 5 Colleges</u>		\$ 63,116
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<u>COORDINATION by ICCB Office of Workforce Development</u>	\$ 5,000	
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<u>GRAND TOTAL</u>		<u>\$701,470</u>
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- B. The PARTIES agree that the ICCB shall submit itemized invoices monthly to the TOLLWAY in accordance with the above estimated costs as submitted by the ICCB. Any invoices/bills issued by the ICCB to the TOLLWAY pursuant to this AGREEMENT shall be sent to the TOLLWAY at the address listed in VII, L. All invoices shall be on ICCB letterhead, signed and certified that the submitted billings are correct and accurate by an authorized representative of ICCB.

- C. It is mutually agreed by the PARTIES hereto that the annual cost to the TOLLWAY is capped at \$701,470.

VI. GENERAL PROVISIONS

- A. This ADDENDUM 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.

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

- C. All other provisions contained in the original AGREEMENT and the EXTENTION that are not in conflict with this ADDENDUM shall remain in full force and effect.

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

THE ILLINOIS COMMUNITY COLLEGE BOARD

By: _____
Geoffrey S. Obrzut, President/
Chief Executive Officer

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

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


RESOLUTION NO. 20480

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a Collective Bargaining Agreement with the Service Employees International Union Local 73 (“SEIU”), effective January 1, 2013 through December 31, 2017.

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 SEIU, in accordance with the terms and conditions presented to the Board. The Chair or the Executive Director is authorized to execute said Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 

Chair

RESOLUTION NO.20458

Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to continue collection and litigation services for various delinquent Tollway accounts including: violations, property damage claims, I-Pass charges, and other miscellaneous collections.

On December 10, 2013, the Tollway issued Requests for Proposals ("RFP 13-0092") which were evaluated by a selection committee. Upon the evaluation of the selection committee, Harris and Harris Ltd. and Law Enforcement Systems LLC were determined to be best qualified to provide collections and collection litigation services for an upper limit of compensation not to exceed \$10,000,000.00, in aggregate, for a period of five years, with a contract also permitting five one-year renewal options.

Resolution

It is in the best interests of the Tollway to approve Contract 13-0092 for Collections and Collection Litigation Services for a period of five years in an amount of \$5,000,000.00 to Harris and Harris Ltd. and \$5,000,000.00 to Law Enforcement Systems LLC, for a total upper limit of compensation not to exceed \$10,000,000.00 in aggregate. This contract shall also include renewal options up to five years, separate from the foregoing upper limit of compensation.

The Chair and the Executive Director are authorized to execute necessary documentation in connection with the contracts with Harris & Harris Ltd. and Law Enforcement Systems LLC, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20459

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring a Job Order Contracting (“JOC”) Program Administrator. Pursuant to the Tollway’s Request for Proposal No. 13-0248, which proposal was evaluated by a selection committee, the Tollway has determined that The Gordian Group, Inc. provides the best value for a JOC Program Administrator for an upper limit of compensation not to exceed \$1,280,000.00.

Resolution

The proposal from The Gordian Group, Inc. for the purchase of a JOC Program Administrator is accepted. Contract No. 13-0248 is approved in an amount not to exceed \$1,280,000.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, subject to approval of the 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20460

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Intelligent Transportation System (“ITS”) Field Equipment Maintenance. Pursuant to the Tollway’s Request for Proposal No. 14-0017, which proposal was evaluated by a selection committee, the Tollway has determined that Meade, Inc. provides the best value for ITS Field Equipment Maintenance for an upper limit of compensation not to exceed \$12,652,440.00.

Resolution

The proposal from Meade, Inc. for the purchase of ITS Field Equipment Maintenance is accepted. Contract No. 14-0017 is approved in an amount not to exceed \$12,652,440.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, subject to approval of the 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20461

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Web-Based Plan Room and On-Call Printing Services (Contract No. 11-0010) from Accurate Repro, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to issue a Change Order to increase the upper dollar limit of said contract by \$240,000.00 for the purchase of additional Web-Based Plan Room and On-Call Printing Services.

Because this procurement was subsequently considered a sole economically feasible source amendment, the Tollway is authorized to procure the Web-Based Plan Room and On-Call Printing Services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item will be presented for public hearing and, if no objections are noted, it will be approved by the State Chief Procurement Officer.

Resolution

A Change Order increasing the upper limit of compensation of Contract No. 11-0010 for the purchase of additional Web-Based Plan Room and On-Call Printing Services is approved in an amount not to exceed \$240,000.00 (increase from \$432,250.00 to \$672,250.00). The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20462

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Automated Vehicle Locating ("AVL") System Services (Contract No. 05-0093) from InterFleet, 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 \$145,000.00 for the purchase of additional AVL System Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 05-0093 for the purchase of additional AVL System Services from InterFleet, Inc. is approved in an amount not to exceed \$145,000.00 (increase from \$1,507,750.00 to \$1,652,750.00). The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20463

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Refurbishing Services for Aluminum Sign Blanks and Extrusions. Pursuant to the Tollway's Invitation for Bid No. 14-0086, the Tollway has determined that Toppert Jetting Service, Inc. is the lowest responsible bidder for Refurbishing Services for Aluminum Sign Blanks and Extrusions for an upper limit of compensation not to exceed \$408,000.00.

Resolution

The bid from Toppert Jetting Service, Inc. for the purchase of Refurbishing Services for Aluminum Sign Blanks and Extrusions is accepted. Contract No. 14-0086 is approved in an amount not to exceed \$408,000.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, subject to approval of the 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20464

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring I-PASS Gift Card Printing and Packaging Services. Pursuant to the Tollway’s Invitation for Bid No. 13-0113, the Tollway has determined that MOTR GrafX, LLC is the lowest responsible bidder for I-PASS Gift Card Printing and Packaging Services for an upper limit of compensation not to exceed \$120,000.00.

Resolution

The bid from MOTR GrafX, LLC for the purchase of I-PASS Gift Card Printing and Packaging Services is accepted. Contract No. 13-0113 is approved in an amount not to exceed \$120,000.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20465

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring ASCO Switches and Parts. Pursuant to the Tollway's Invitation for Bid No. 12-0164R, the Tollway has determined that Intex Lighting, LLC is the lowest responsible bidder for ASCO Switches and Parts for an upper limit of compensation not to exceed \$122,077.70.

Resolution

The bid from Intex Lighting, LLC for the purchase of ASCO Switches and Parts is accepted. Contract No. 12-0164R is approved in an amount not to exceed \$122,077.70. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, 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 of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20466

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19680 approved April 26, 2012, entered into an Agreement with Crawford, Murphy & Tilly, Inc. on Contract No. I-11-4016, for Design Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90) from Milepost 73.1 (Oakton Street) to Milepost 68.1 (IL Route 53).

Crawford, Murphy & Tilly, Inc. has submitted a proposal to provide Supplemental Design Services for Contract No. I-11-4016, increasing the contract upper limit by \$3,091,000.00 from \$16,449,979.40 to \$19,540,979.40. It is necessary and in the best interest of the Tollway to accept the proposal from Crawford, Murphy & Tilly, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Crawford, Murphy & Tilly, Inc., consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20467

Background

The Illinois State Toll Highway Authority (“Tollway”) pursuant to Resolution No. 19238 approved October 21, 2010, Resolution No. 19845 approved December 13, 2012 and Resolution No. 20390 approved June 26, 2014, entered into an Agreement and Supplemental Agreements for Contract No. RR-10-9973 with AECOM Technical Services, Inc. for Trust Indenture and Consulting Engineer Services, Systemwide.

AECOM Technical Services, Inc. has submitted a proposal to renew this contract for one year through December 31, 2015, for Trust Indenture and Consulting Engineer Services, Systemwide on Contract RR-10-9973, increasing the upper limit of compensation of the contract by \$17,053,000.00 from \$41,860,971.33 to \$58,913,971.33. It is necessary and in the best interest of the Tollway to accept the proposal for Contract Renewal from AECOM Technical Services, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Contract Renewal with AECOM Technical Services, Inc., consistent with the aforementioned proposal, subject to the approval of the General Counsel; the Chair or the Executive Director is authorized to execute said Agreement; and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20468

Background

The Illinois State Toll Highway Authority (“Tollway”) pursuant to Resolution No. 19239 approved October 21, 2010 and Resolution No. 19878 approved January 24, 2013, entered into an Agreement and Supplemental Agreement for Contract No. RR-10-9974 with CDM Smith Inc. for Trust Indenture and Traffic Engineer Services, Systemwide.

CDM Smith Inc. has submitted a proposal to renew this contract for one year through December 31, 2015, for Trust Indenture and Traffic Engineer Services, Systemwide on Contract RR-10-9974, increasing the upper limit of compensation of the contract by \$4,135,701.00 from \$13,743,122.19 to \$17,878,823.19. It is necessary and in the best interest of the Tollway to accept the proposal for Contract Renewal from CDM Smith Inc.

Resolution

The Chief Engineer is authorized to negotiate a Contract Renewal with CDM Smith Inc., consistent with the aforementioned proposal, subject to the approval of the General Counsel; the Chair or the Executive Director is authorized to execute said Agreement; and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20469

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20004 approved on June 27, 2013, entered into Contract No. I-13-4126 with William Charles Construction Company, LLC for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 33.5 (Anthony Road) to Milepost 41.5 (US Route 20). This Extra Work Order is to provide for construction of a landscaping berm; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order, for construction identified above, in the amount of \$246,157.10 increasing the upper limit of compensation from \$51,285,351.37 to \$51,531,508.47 on Contract No. I-13-4126 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20470

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20121 approved on October 24, 2013, entered into Contract No. I-13-5680 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Grading, Drainage and Wall Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 74.6 (Mt. Prospect Road) to Milepost 76.4 (Lee Street). This Change Order / Extra Work Order is to provide completion of the retaining wall; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order, for construction identified above, in the amount of \$303,160.40 increasing the upper limit of compensation from \$29,190,897.78 to \$29,494,058.18 on Contract No. I-13-5680 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair


RESOLUTION NO. 20471

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20063 approved on August 29, 2013, entered into Contract I-13-4616 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Bridge Construction on the Jane Addams Memorial Tollway (I-90) at Milepost 73.5 (Elmhurst Road). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$6,000.00 on Contract No. I-13-4616 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 20472

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19854 approved on January 10, 2013, entered into Contract No. I-12-4075 with Plote Construction, Inc. for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90), from Milepost 41.5 (US Route 20) to Milepost 45.5 (IL Route 47). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-12-4075 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20473

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19940 approved on March 28, 2013, entered into Contract No. RR-13-4095 with Meade, Inc. for Remote Traffic Microwave Sensors (RTMS) / Closed Circuit Television (CCTV) Relocation on the Tri-State Tollway (I-94) from Milepost 4.5 to Milepost 29.1; on the Tri-State Tollway (I-294) from Milepost 41.8 to Milepost 49.6; on the Ronald Reagan Memorial Tollway (I-88) from Milepost 117.1 to Milepost 139.6; and on the Veterans Memorial Tollway (I-355) at Milepost 27.3. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-13-4095 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20474

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20001 approved on June 27, 2013, entered into Contract No. I-13-4131 with Illinois Constructors Corporation for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 17.6 (Mill Road over I-90). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4131 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

9/25/14

6.3/10

RESOLUTION NO. 20475

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19344 approved on February 24, 2011, entered into Contract No. RR-10-5621 with Mott Excavating, Inc. for Landscape and Improvements on the Reagan Memorial Tollway (1-88) from Milepost 91.0 (Annie Glidden Road) to Milepost 137.0 (IL Route 83); Veterans Memorial Tollway (1-355) from Milepost 1.25 (US Route 6) to Milepost 27.75 (North Avenue); and Central Administration Building, Downers Grove. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-10-5621 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

9/25/14

6.3/11

RESOLUTION NO. 20476

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20007 approved on June 27, 2013, entered into Contract No. RR-13-5666 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Intermittent Pavement Repair, Ramp, and Parking Lot Rehabilitation on the Reagan Memorial Tollway (I-88) from Milepost 56.4 (Toll Plaza 69) to Milepost 138.5 (IL Route 59). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-13-5666 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

9/25/14

6.3/12

RESOLUTION NO. 20477

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20036 approved on July 25, 2013, entered into Contract No. RR-13-9138 with McDermaid Roofing and Insulating Company for Roof Repairs and Replacements on the Jane Addams Memorial Tollway (I-90) at Milepost 42.5 (US 20); and on the Reagan Memorial Tollway (I-88) at Milepost 54.2 (IL 26), Milepost 50.1 (Atkinson Road), Milepost 81.75 (Woodlawn Road) and Milepost 91.3 (Annie Glidden Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-13-9138 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20478

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with Hampshire Township in connection with the improvements to the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. Hampshire Township requests that the Tollway include in its project the construction of a landscaping berm along the south side of I-90 adjacent to the Hampshire Oaks Estate I and II Subdivision to provide a site screen of I-90 and allow for the beneficial use of excess soil within the I-90 corridor.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and Hampshire Township in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE TOWNSHIP OF HAMPSHIRE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2014, 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 TOWNSHIP OF HAMPSHIRE, a body politic and corporate of the State of Illinois, hereinafter called the "TOWNSHIP", 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 ILLINOIS 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 contract(s) including but not limited to Contract I-13-4126 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the TOWNSHIP requests that the ILLINOIS TOLLWAY include in its PROJECT the construction of a landscaping berm along the south side of I-90 adjacent to the Hampshire Oaks Estate I and II Subdivision, for the purpose of providing a site screen of I-90; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the TOWNSHIP's request to construct a landscaping berm approximately 1,325 feet in length that ranges in height from 10 feet to 15 feet, to be constructed on TOLLWAY property and on easement from the TOWNSHIP, which will allow for the beneficial use of excess soil within the I-90 PROJECT corridor, (hereinafter referred to as the "BERM"); and

WHEREAS, the ILLINOIS TOLLWAY and the TOWNSHIP 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 TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *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 ILLINOIS TOLLWAY 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 ILLINOIS TOLLWAY agrees, at its sole expense, to perform design engineering, obtain necessary surveys, and prepare plans for the BERM.
- C. The final approved plans for the BERM shall be promptly delivered to the TOWNSHIP by the ILLINOIS TOLLWAY.
- D. The TOWNSHIP shall review the plans for the BERM within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the TOWNSHIP within this time period, the lack of response shall be deemed approval of the plans. Approval by the TOWNSHIP shall mean the TOWNSHIP agrees with all specifications in the plans, including alignment and location of the BERM. In the event of disapproval, the TOWNSHIP will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- E. Any dispute concerning the plans for the BERM shall be resolved in accordance with Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY 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, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, 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. 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 TOWNSHIP shall grant and consent to any and all rights of access (ingress and egress), temporary use of its property, right of way or easement areas to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any right of access, temporary use shall not be unreasonably withheld by the TOWNSHIP.

II. RIGHT OF WAY

- A. The TOWNSHIP, at its own expense, shall acquire in its name, a 50 foot temporary construction easement from all individual property owners adjacent to the proposed

BERM as needed for the construction of the BERM pursuant to the approved plans and specifications. It should be noted that the required temporary construction easements are only needed for the duration of the construction of the BERM and upon completion of the construction, the easements shall be null and void and the individual property owners will retain all rights and maintenance obligations for the areas.

- B. Prior to construction of the BERM, the TOWNSHIP shall provide copies of all temporary construction easements from the individual property owners for where the proposed BERM is to be constructed, to the ILLINOIS TOLLWAY.

III. UTILITY RELOCATION

- A. It has been determined that there are no known utilities in the area of the proposed BERM.
- B. In the event an unknown utility is discovered, the ILLINOIS TOLLWAY shall revise the plans and specifications of the BERM as required avoiding the utility conflict, at no expense to the TOWNSHIP.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall provide construction engineering inspections for and cause the BERM to be constructed in accordance with the PROJECT plans.
- B. The ILLINOIS TOLLWAY shall require its contractor(s) working within the TOWNSHIP's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2014, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- C. The TOWNSHIP and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the construction of the BERM. The TOWNSHIP shall assign personnel to perform inspections on behalf of the TOWNSHIP of all work included in the construction of the BERM that affects the TOWNSHIP, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012,

issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all BERM related engineering, construction engineering and construction costs.
- B. Either the TOWNSHIP or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the BERM or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

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 TOWNSHIP.
- B. 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.
- C. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other 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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 and the portion of the BERM constructed on TOLLWAY right of way inside of the access control fence, in its entirety.
- B. The TOWNSHIP agrees to maintain, or cause to maintain, the BERM constructed on the temporary easement outside of the access control fence, in its entirety.
- C. The TOWNSHIP agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the BERM.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. All items of construction which are stipulated in this AGREEMENT to be maintained by the TOWNSHIP shall, upon completion of construction be the sole maintenance responsibility of the TOWNSHIP, 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.
- B. Nothing herein is intended to prevent or preclude the TOWNSHIP from entering into agreements in the future for the transfer or sharing of maintenance of the BERM.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Township of Hampshire 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 TOWNSHIP 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. In the event of a dispute between TOWNSHIP and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Highway Commissioner of the TOWNSHIP shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. 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.
- G. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois

RESOLUTION NO. 20479

Background

The Tollway is interested in entering into an Addendum to its Intergovernmental Agreement with the Illinois Community College Board (hereinafter referred to as "ICCB"). The ICCB agreed to partner with the Tollway allowing the Tollway to share and benefit from the ICCB's resources and experienced staff to assist the agency with its business development and the development and implementation of the "Construction Business Development Center" (hereinafter referred to as the "CBDC"). The CBDC is comprised of identified ICCB member colleges which employ and train individuals possessing the knowledge and skill necessary to help the Tollway increase the capacity of small construction firms. This Addendum adds the College of Lake County as an additional authorized CBDC partner and an additional \$122,648 in annual funding amounting to an additional \$245,296 for the remainder of the term of the agreement.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Addendum to the Intergovernmental Agreement with the Illinois Community College Board in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

Approved by: _____



Chair

**INTERGOVERNMENTAL ADDENDUM AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS COMMUNITY COLLEGE BOARD**

This INTERGOVERNMENTAL ADDENDUM AGREEMENT (hereinafter referred to as the "ADDENDUM") is entered into this _____ day of _____ AD, 2014, 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 ILLINOIS COMMUNITY COLLEGE BOARD, as the coordinating board for community colleges of the State of Illinois, hereinafter called the "ICCB", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and the ICCB entered into an Intergovernmental Agreement number 002012-12, (hereinafter referred to as the "AGREEMENT") dated March 27, 2013 and fully executed on April 24, 2013, to utilize the ICCB's resources and experienced staff in various aspects of business development and to develop and implement the "Construction Business Development Center", (hereinafter referred to as the "CBDC") which included the participation of ICCB member colleges: Prairie State College, South Suburban College and Moraine Valley Community College in the Chicago Southland Region, and Waubensee Community College intended to increase the capacity of small construction firms; and

WHEREAS, exercising an option contained in the AGREEMENT, the PARTIES entered into an Extension of the AGREEMENT (hereinafter referred to as the "EXTENSION") dated March 10, 2014 and fully executed on March 24, 2014, to extend the AGREEMENT for the term option of two (2) years beginning March 27, 2014 through March 27, 2016; and

WHEREAS, the PARTIES agree to add the College of Lake County, an ICCB member which possesses the necessary resources and staff trained in various aspects of business development to the consortium of the CBDC partners providing services under the AGREEMENT and the EXTENSION; 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 ADDENDUM; and

WHEREAS, the ICCB by virtue of its powers as set forth in the Public Community College Act (110 ILCS 805/1 *et seq.*) is authorized to enter into this ADDENDUM; and

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

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

I. PARTIES RESPONSIBILITIES

- 1. D. shall be revised to read as follows:

“Assess and evaluate the needs of the firms (currently estimated at 160) that are expected to apply to the program in the preparation of bid documentation, preparation of estimates, project management, negotiating bonds, etc.”

- 2. E. shall be revised to read as follows:

“Provide customized and/or classroom technical assistance to assessed firms (currently estimated at 120) that meet the specific criteria which shall be selected and approved to participate and be assessed to identify the types of services that are necessary for the firm’s growth.”

- 3. F. shall be revised to read as follows:

“The CBDC shall distribute certificates of completion for services provided to 96 applicants of which 48 will bid on small unbundled TOLLWAY contracts.”

- 4. G. shall be revised to read as follows:

“The CBDC shall provide the above referenced services to the businesses (currently estimated at 48) as they prepare to bid on TOLLWAY contracts.”

III. TERM

- 1. The term shall be revised to read as follows:

“The PARTIES agree that the term of this AGREEMENT shall be from March 27, 2013 to March 27, 2016. It is agreed and understood that this ADDENDUM is contingent upon the TOLLWAY having adequate funding in its budget unless otherwise terminated as described in Section IV, A of this AGEEMENT.”

V. FINANCIAL

- 1. The Financial Section V shall be revised to read as follows:

- A. The PARTIES agree that the annual estimated costs associated with the Program shall be in accordance with the following, as submitted by the ICCB:

<u>CATEGORIES</u>	<u>PRICING</u>	<u>TOTAL</u>
<u>PERSONNEL</u>		
1- Project Manager	\$ 75,000	\$ 75,000
5- Part Time Assistant Managers	\$ 18,000	\$ 90,000
5- Case Managers	\$ 57,000	\$285,000

EXPENSES

Technical Assistance Services	\$ 62,800	\$ 62,800
Specialized Assistance (Attorney, CPA, etc.)	\$ 37,442	\$ 37,442
Resource Materials (Books, Software, etc.)	\$ 15,000	\$ 15,000

<u>STAFF OFFICE</u>	\$ 6,998	\$ 6,998
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<u>TRAVEL</u>	\$ 26,100	\$ 26,100
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<u>PRINTING</u>	\$ 5,014	\$ 5,014
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<u>MARKETING</u>	\$ 30,000	\$ 30,000
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<u>SUBTOTAL</u>		<u>\$633,354</u>
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<u>ADMINISTRATION FEES @ 5 Colleges</u>		\$ 63,116
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<u>COORDINATION by ICCB Office of Workforce Development</u>	\$ 5,000	
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<u>GRAND TOTAL</u>		<u>\$701,470</u>
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- B. The PARTIES agree that the ICCB shall submit itemized invoices monthly to the TOLLWAY in accordance with the above estimated costs as submitted by the ICCB. Any invoices/bills issued by the ICCB to the TOLLWAY pursuant to this AGREEMENT shall be sent to the TOLLWAY at the address listed in VII, L. All invoices shall be on ICCB letterhead, signed and certified that the submitted billings are correct and accurate by an authorized representative of ICCB.
- C. It is mutually agreed by the PARTIES hereto that the annual cost to the TOLLWAY is capped at \$701,470.

VI. GENERAL PROVISIONS

- A. This ADDENDUM 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.
- B. The introductory recitals included at the beginning of this ADDENDUM are agreed to and incorporated into this AGREEMENT.
- C. All other provisions contained in the original AGREEMENT and the EXTENTION that are not in conflict with this ADDENDUM shall remain in full force and effect.

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

THE ILLINOIS COMMUNITY COLLEGE BOARD

By: _____
Geoffrey S. Obrzut, President/
Chief Executive Officer

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

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


RESOLUTION NO. 20480

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a Collective Bargaining Agreement with the Service Employees International Union Local 73 (“SEIU”), effective January 1, 2013 through December 31, 2017.

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 SEIU, in accordance with the terms and conditions presented to the Board. The Chair or the Executive Director is authorized to execute said Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 

Chair