

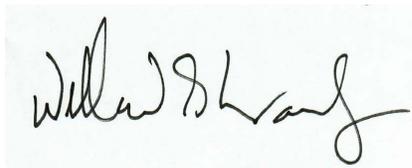
## RESOLUTION NO. 22140

**Background**

An Enterprise Risk Management Program (“ERM Program”) is a formal and continuous process designed to identify, assess and manage business risks and opportunities. The Illinois State Toll Highway Authority (“Tollway”) is committed to implementing and utilizing an ERM Program to better achieve its strategic goals and objectives. It is in the best interest of the Tollway to develop and maintain an ERM Program that will incorporate risk management efforts at all levels of the organization, promote transparency and enhance the Tollway’s internal controls and compliance framework.

**Resolution**

Based on the review and approval of the Enterprise Risk Management Program by the Tollway’s Chairman and Chief Executive Officer and members of the Audit Committee, the Board of Directors hereby approves adoption and implementation of the ERM Program as presented. The Tollway’s Chairman and Chief Executive Officer, or designee, in consultation with the Audit Committee is authorized to develop and issue any ERM guidelines that may be necessary.



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

## RESOLUTION NO. 22141

**Background**

Article VII, Section 710, of the Amended and Restated Trust Indenture (March 31, 1999) (“Trust Indenture”) of The Illinois State Toll Highway Authority (“Tollway”) requires that the Tollway Board of Directors adopt an Annual Budget for each Fiscal Year. Section 713 of the Trust Indenture requires, among other things, that (a) tolls for the use of the Tollway System be at rates not less than that set forth in an established schedule of tolls meeting the requirements of said Section 713, (b) the Tollway cause the Traffic Engineers to make a written estimate of the revenues from tolls for the last four months of the current fiscal year and for the ensuing fiscal year, and (c) the Tollway complete a review of its financial condition.

Section 10(c) of the Toll Highway Act provides in part that the Tollway, in fixing the rate for tolls for the privilege of using the toll highways, is authorized and directed, in fixing such rates, to base the same upon estimates to be made, recorded and filed with the Tollway that include the estimated total amount of the use of the toll highways and the estimated amount of the revenue to be derived therefrom, so that said revenue, when added to all other receipts and income, will be sufficient to pay the expense of maintaining and operating said toll highways, including the administrative expenses of the Tollway, and to discharge all obligations of the Tollway as they become due and payable.

Section 19 of the Toll Highway Act requires, in part, that the Tollway fix and revise, from time to time, tolls or charges or rates for the privilege of using the toll highways at rates calculated to provide the lowest reasonable toll rates that will provide funds sufficient with other revenues of the Tollway to pay (a) the cost of the construction of a toll highway authorized by joint resolution of the General Assembly pursuant to Section 14.1 of the Toll Highway Act and the reconstruction, major repairs or improvements of toll highways, (b) the cost of maintaining, repairing, regulating and operating the toll highways including only the necessary expenses of the Tollway, and (c) the principal of all bonds,

RESOLUTION NO. 22141

**Background (continued)**

interest thereon and all sinking fund requirements and other requirements provided by resolutions authorizing the issuance of the bonds as they shall become due.

The Chief Financial Officer has completed a review of the financial condition of the Tollway, taking into consideration the requirements of the Tollway’s Trust Indenture and the Toll Highway Act, including estimates the Traffic Engineers filed with the Tollway, and has heretofore provided information and recommendations to the Board of Directors regarding the tolls to be charged for the use of the Tollway System, taking into consideration the Operating Expense Budget, the Renewal and Replacement Deposit, the Improvement Requirement and the Tollway’s debt service obligations.

**Resolution**

1. Per the recommendation of the Chief Financial Officer regarding a 2021 Annual Budget, the amount budgeted for Operating Expenses of The Illinois State Toll Highway Authority for the fiscal year 2021 is \$379,516,443 in the estimated classifications and divisions set forth below:

Administration	\$5,473,982
Business Systems	\$24,033,004
Communications	\$1,571,104
Diversity and Strategic Development	\$6,355,368
Engineering	\$64,477,353
Executive Office and Directors	\$3,875,475
Facilities and Fleet	\$38,669,070

## RESOLUTION NO. 22141

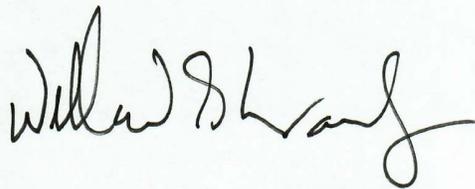
**Resolution (continued)**

Finance	\$81,194,720
Illinois State Police District 15	\$35,641,241
Information Technology	\$26,827,033
Internal Audit	\$1,168,165
Legal	\$1,991,434
Office of Inspector General	\$1,143,658
Planning	\$3,967,154
Procurement	\$3,200,942
Toll Operations	\$79,926,740
Total Operating Expense Budget	\$379,516,443

2. The amount budgeted for the Required Renewal and Replacement Deposit for the fiscal year 2021, as recommended by the Consulting Engineers, is \$228 million.

3. The current toll rate schedules heretofore established for the use of the toll highways are determined to be proper in accordance with the Tollway's Trust Indenture and are determined to be at the lowest reasonable toll rates in accordance with the Toll Highway Act.

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



Chairman

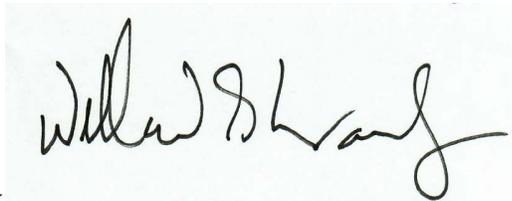
## RESOLUTION NO. 22142

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Toll Revenue Management and Maintenance Program Services from Electronic Transaction Consultants Corporation pursuant to a Sole Source Contract (No. 20-0179) for an upper limit of compensation not to exceed \$5,500,000.00. The Tollway is authorized to procure these goods and/or services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25, which requires advance public notice of at least two weeks. The Tollway currently is working with the State’s Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract will be entered only after all predicate steps are successfully completed.

**Resolution**

The sole source quote from Electronic Transaction Consultants Corporation for the purchase of Toll Revenue Management and Maintenance Program Services is accepted. Contract No. 20-0179 is approved in an amount not to exceed \$5,500,000.00, subject to successful satisfaction of all legal and regulatory requirements necessary to enter into a Sole Source Contract for the procurement. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



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

Chairman

## RESOLUTION NO. 22143

**Background**

Section 10(a-5) of the Toll Highway Act (“Act”), 605 ILCS 10/10(a-5), grants The Illinois State Toll Highway Authority (“Tollway”) discretionary authority to implement amnesty programs relative to fines and penalties imposed as a result of toll evasion and/or toll violations.

As a result of the severe and continuing economic contraction caused by the COVID-19 pandemic and for various other reasons, many Tollway customers are facing extremely difficult economic circumstances. Like other State agencies, the Tollway seeks to do its part to provide relief to Illinoisans and other motorists who travel on its toll roads. Accordingly, pursuant to the foregoing authority, the Tollway seeks Board approval to extend its existing amnesty program—which was implemented in June 2020 pursuant to Resolution No. 22053 and expires on December 30, 2020—to and including June 30, 2021.

Under the extended amnesty program:

- unpaid fines and penalties relating to unpaid tolls incurred on and between March 9, 2020 and June 25, 2020 will be eliminated (“March 9 Amnesty amount”); and
- unpaid fines and penalties relating to unpaid tolls incurred prior to March 9, 2020 will be substantially decreased—outstanding account balances will be reduced to an amount equal to unpaid tolls plus a fee of three dollars per toll (“Pre-March 9 Amnesty amount”).

In order to receive amnesty, a Tollway customer must pay the full March 9 Amnesty and Pre-March 9 Amnesty amounts (both of which will include all outstanding tolls) by 5:00 p.m., Central Daylight Time, on June 30, 2021. Full payment may be made by lump sum payment or by periodic payments, provided that final payment in full is made by the June 30, 2021, 5:00 p.m. deadline. A customer who fails to pay the full March 9 Amnesty and Pre-March 9 Amnesty amounts by the stated deadline will not receive amnesty and will be liable for the total of all unpaid tolls, fines and penalties.

RESOLUTION NO. 22143

**Background (continued)**

Under the amnesty program, partial payment shall not extend the amnesty payment deadline nor shall it relieve a customer of liability for the total of all unpaid tolls, fines and penalties.

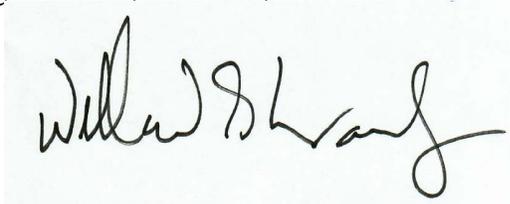
The amnesty program shall have no effect on payment plans agreed to and/or initiated on or before June 25, 2020, including any and all court-sanctioned payment plans.

The amnesty program shall have no retroactive effect with regard to any payments already tendered to the Tollway that were full payments or payments in an amount greater than the March 9 Amnesty or Pre-March 9 Amnesty amounts and shall not be the basis for either a refund or a credit.

The amnesty program does not apply to toll evasion citations issued by the Illinois State Police or other authorized law enforcement agencies and for which payment may be due to or through the clerk of the circuit court.

**Resolution**

To provide needed relief to Tollway customers, the Tollway is authorized to implement amnesty programs, as described above and as permitted under Section 10(a-5) of the Toll Highway Act, 605 ILCS 10/10(a-5). The Tollway implemented such a program in June 2020, which program will remain in effect through 5:00 p.m., Central Standard Time, December 30, 2020. The Tollway is hereby authorized to extend the end date of its existing amnesty program to 5:00 p.m., Central Daylight Time, June 30, 2021.



Approved by:

\_\_\_\_\_  
Chairman

RESOLUTION NO. 22144

**Background**

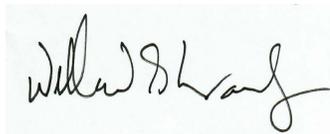
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4515 for Landscape Planting Improvements on the Tri-State Tollway (I-294) from Mile Post 41.0 (Devon Avenue) to Mile Post 52.5 (Edens Spur/Tri-State/Lake Cook Road). The lowest responsive and responsible bidder on Contract No. RR-20-4515 is Cardinal State, LLC in the amount of \$497,377.00.

**Resolution**

Contract No. RR-20-4515 is awarded to Cardinal State, LLC in the amount of \$497,377.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

## RESOLUTION NO. 22145

**Background**

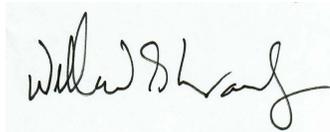
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4514 for Landscape Planting Improvements on the Tri-State Tollway (I-294) from Mile Post 0.0 (I-94/IL 394) to Mile Post 17.5 (US 12/US 20/95th Street). The lowest responsive and responsible bidder on Contract No. RR-20-4514 is Natural Creations Landscaping, Inc. in the amount of \$1,396,994.00.

**Resolution**

Contract RR-20-4514 is awarded to Natural Creations Landscaping, Inc. in the amount of \$1,396,994.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

## RESOLUTION NO. 22146

**Background**

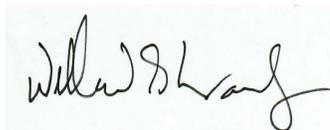
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4505 for Roadway Lighting Upgrades and LED Retrofit on the Jane Addams Memorial Tollway (I-90) from Mile Post 2.5 (Rockton Road) to Mile Post 9.6 (IL-173 / West Lane Road). The lowest responsive and responsible bidder on Contract No. RR-19-4505 is Demarc Electric and Communications, LLC in the amount of \$1,717,466.33.

**Resolution**

Contract No. RR-19-4505 is awarded Demarc Electric and Communications, LLC in the amount of \$1,717,466.33, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

## RESOLUTION NO. 22147

**Background**

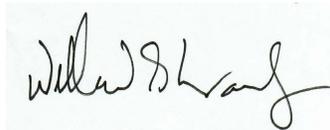
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4528 for Roadway Reconstruction of the Westbound I-290 Ramp to Eastbound Lake Street. The lowest responsive and responsible bidder on Contract No. I-20-4528 is Plote Construction, Inc. in the amount of \$7,681,028.54.

**Resolution**

Contract No. I-20-4528 is awarded to Plote Construction, Inc. in the amount of \$7,681,028.54, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

## RESOLUTION NO. 22148

**Background**

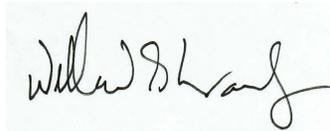
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4546 for Noise Abatement Wall construction on the Tri-State Tollway (I-294) from Mile Post 25.0 (Hinsdale Oasis) to Mile Post 25.4 (55th Street). The lowest responsive and responsible bidder on Contract No. I-20-4546 is Lorig Construction Company in the amount of \$5,372,710.88.

**Resolution**

Contract No. I-20-4546 is awarded to Lorig Construction Company in the amount of \$5,372,710.88, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

## RESOLUTION NO. 22149

**Background**

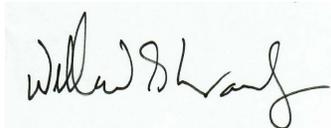
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4458 for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) from Mile Post 33.44 (North Avenue) to Mile Post 35.04 (South of Grand Avenue). The lowest responsive and responsible bidder on Contract No. I-19-4458 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$99,963,347.68.

**Resolution**

Contract No. I-19-4458 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$99,963,347.68, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

Chairman

## RESOLUTION NO. 22150

**Background**

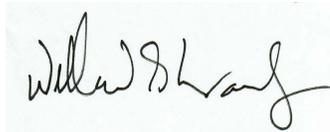
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4533 for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) from Mile Post 32.4 (St. Charles Road) to Mile Post 33.5 (North Avenue). The lowest responsive and responsible bidder on Contract No. I-20-4533 is Judlau Contracting, Inc. in the amount of \$112,113,435.08.

**Resolution**

Contract No. I-20-4533 is awarded to Judlau Contracting, Inc. in the amount of \$112,113,435.08, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

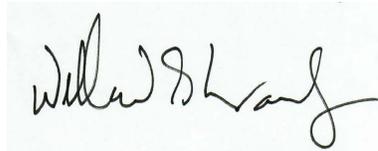
## RESOLUTION NO. 22151

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Crack Sealant Material. Pursuant to the Tollway’s Invitation for Bid No. 18-0123RR, the Tollway has determined that Chicago United Industries, Ltd. is the lowest responsive and responsible bidder for Crack Sealant Material for an upper limit of compensation not to exceed \$585,000.00 for an initial three-year term and an amount not to exceed \$585,000.00 for a possible three-year renewal term.

**Resolution**

The bid from Chicago United Industries, Ltd. for the purchase of Crack Sealant Material is accepted. Contract No. 18-0123RR is approved in an amount not to exceed \$585,000.00 for an initial three-year term and an amount not to exceed \$585,000.00 for a possible three-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



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

Chairman

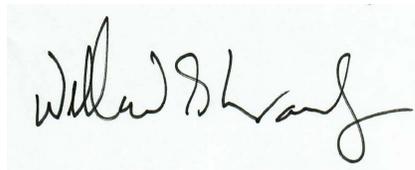
## RESOLUTION NO. 22152

**Background**

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Aluminum Extrusions from MDSolutions Inc. (“Contract No. 17-0136”). It is in the best interest of the Tollway to exercise a one-year renewal option in Contract No. 17-0136 and increase the upper limit of compensation to MDSolutions Inc. by an amount not to exceed \$202,200.00 for the purchase of additional Aluminum Extrusions.

**Resolution**

A one-year renewal option and associated increase in the upper limit of compensation on Contract No. 17-0136 for the purchase of additional Aluminum Extrusions from MDSolutions Inc. is approved in an amount not to exceed \$202,200.00 (increase from \$1,170,124.47 to \$1,372,324.47). The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



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

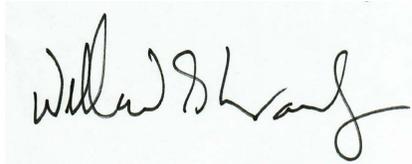
## RESOLUTION NO. 22153

**Background**

The Illinois State Toll Highway Authority (“Tollway”) owns Parcel T-7-4.EX (“Parcel”) located along I-294 between North Avenue and Saint Charles Road, Berkeley, IL, Cook County. The Parcel is not needed in connection with the maintenance and operation of the Tollway System and will not be needed for any foreseeable future improvement to the Tollway System. The Excess Property Committee has declared Parcel T-7-4.EX excess to the Tollway’s needs.

**Resolution**

Based on the representations of the Excess Property Committee, and in accordance with the same, the Board hereby approves the declaration of Parcel T-7-4.EX as excess property.



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

Chairman

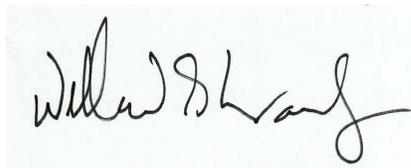
## RESOLUTION NO. 22154

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95th Street to Balmoral Avenue (“Project”). As part of the Project, the Illinois Department of Transportation (“Department”) requested that the Tollway reconstruct the Archer Avenue Bridges (“Bridges”) over I-294, and the Tollway and the Department previously agreed to share the cost of reconstructing the Bridges. The estimated cost of the reconstruction work is \$7,200,000. The Tollway agrees to perform the requested work on the Bridges, subject to reimbursement by the Department, and the Department agrees to reimburse the Tollway for the actual cost of the work. It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the Department to memorialize the Tollway and Department’s agreements and understanding regarding the reconstruction of the Bridges.

**Resolution**

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



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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), and the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION (“DEPARTMENT”, or “IDOT”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

**RECITALS:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Central Tri-State Tollway (I-294) from 95<sup>th</sup> Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as “Toll Highway”), in accordance with ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract # I-17-4296, and Construction Contract # I-19-4481 (hereinafter referred to as the “PROJECT”); the DEPARTMENT refers to the PROJECT as **Job No. M-91-002-21**, JN-121-508, DEPARTMENT Section No. 2020-208-B;

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT is recommending replacement of the following bridges with DEPARTMENT maintenance responsibility of the bridge deck and approaches:

Archer Avenue eastbound (“EB”) over I-294 (Tollway Bridge Number (“BN”) 179/ Existing IDOT Structure Number (“SN”) 016-0211, Proposed IDOT SN 016-1870) (See EXHIBIT A, Item #1):

The proposed scope of work includes removal and replacement of the existing structure.

Archer Avenue westbound (“WB”) over I-294 (Tollway BN 181/ Existing IDOT SN 016-0210, Proposed IDOT SN 016-1871) (See EXHIBIT A, Item #2):

The proposed scope of work includes removal and replacement of the existing structure.

WHEREAS, in an October 30, 2018 Letter of Understanding (“LOU”) (attached as “EXHIBIT B”), the ILLINOIS TOLLWAY agreed to the DEPARTMENT’s request that the ILLINOIS TOLLWAY include in its PROJECT the following replacement of bridges with DEPARTMENT maintenance responsibility:

Archer Avenue (EB) over 79<sup>th</sup> Street (WB) (Existing IDOT SN 016-0212, Proposed IDOT SN 016-1872) (See EXHIBIT A, Item #3):

The proposed scope of work includes removal and replacement of the existing structure.

Archer Avenue (WB) over US Route 12/45 (“LaGrange Road”) SB Ramp to Archer Avenue (EB) (Existing IDOT SN 016-0209, Proposed SN 016-1873) (See EXHIBIT A, Item #4):

The proposed scope of work includes removal and replacement of the existing structure.

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT is recommending reconstruction of the following roadways with DEPARTMENT maintenance responsibility to accommodate replacement of the bridges:

Archer Avenue (EB) from a point east of LaGrange Road to a point west of Oak Grove Avenue (See EXHIBIT A, Item #5):

The proposed scope of work includes grading, pavement reconstruction, retaining wall construction (DEPARTMENT Structure Numbers 016-8315, 016-8316, 016-8317, 016-8318, and 016-8319), drainage improvements, lighting improvements, pavement markings, erosion and sediment control, landscaping, and maintenance of traffic.

79<sup>th</sup> Street (WB and EB) from Archer Avenue to a point west of Cork Avenue (See EXHIBIT A, Item #6):

The proposed scope of work includes grading, pavement reconstruction, retaining wall construction, drainage improvements, lighting improvements, pavement markings, erosion and sediment control, landscaping, and maintenance of traffic.

Archer Avenue (WB) from a point west of Oak Grove Avenue to LaGrange Road (NB) Ramp, continuing to a point east of LaGrange Road (See EXHIBIT A, Item #7):

The proposed scope of work includes grading, pavement reconstruction, drainage improvements, lighting improvements, pavement markings, erosion and sediment control, landscaping, and maintenance of traffic.

LaGrange Road (SB) to Archer Avenue (EB) Ramp from a point east of LaGrange Road to Archer Avenue (See EXHIBIT A, Item #8):

The proposed scope of work includes grading, pavement reconstruction, drainage improvements, lighting improvements, pavement markings, erosion and sediment control, landscaping, and maintenance of traffic.

LaGrange Road (NB) to Archer Avenue (EB) Ramp from a point east of LaGrange Road to Archer Avenue (See EXHIBIT A, Item #9):

The proposed scope of work includes grading, pavement reconstruction, retaining wall construction, drainage improvements, lighting improvements, pavement markings, erosion and sediment control, landscaping, and maintenance of traffic.

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

WHEREAS, it is understood and agreed by the PARTIES to retain jurisdictional and maintenance responsibilities as detailed in the Intergovernmental Agreement executed on December 21, 1960, titled “General Maintenance Agreement Between the Department of Works and Buildings of the State of Illinois and the Illinois State Toll Highway Commission” attached as EXHIBIT C;

WHEREAS, in a Letter of Intent (“LOI”) dated December 5, 2019, and fully executed December 20, 2019, attached as “EXHIBIT D”, the ILLINOIS TOLLWAY and the DEPARTMENT established the cost participation for the Archer Avenue Interchange Improvements;

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/101, *et seq.* is authorized to enter into this AGREEMENT; and

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and

specifications for the PROJECT, subject to reimbursement by the DEPARTMENT as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the DEPARTMENT for its review and comment.

- B. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DEPARTMENT maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding, any disapproval by the DEPARTMENT, the ILLINOIS TOLLWAY after considering the DEPARTMENT's objections shall proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX (General Provisions) of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DEPARTMENT by the ILLINOIS TOLLWAY.
- E. 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, Metropolitan Water Reclamation District of Greater Chicago, Cook County Soil and Water Conservation (SWPPP), Cook County, 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 in support of general project schedules and deadlines. All PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The DEPARTMENT will grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right-of-way within the PROJECT limits to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by DEPARTMENT.

- G. The ILLINOIS TOLLWAY shall require all construction within the ILLINOIS TOLLWAY's 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 for construction, issued on April 5, 2019, as amended, and shall require all work performed within the DEPARTMENT's right-of-way to conform to the same current Standards and Specifications.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of Right-of-Way (ROW) is not required for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the undersigned that there will be no exchange of any interest in the DEPARTMENT's ROW or the ILLINOIS TOLLWAY's ROW.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's ROW needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the DEPARTMENT, shall upon the ILLINOIS TOLLWAY's application on the DEPARTMENT's "OPER-1045" form, and provision of a plan set, issue the ILLINOIS TOLLWAY a permit, without charge, allowing the ILLINOIS TOLLWAY all temporary use rights it may need. In addition, the DEPARTMENT will waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT.

## **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT ROW which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross DEPARTMENT highway ROW; and 2) to DEPARTMENT facilities improved as part of the PROJECT.
- C. The DEPARTMENT agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located

within existing DEPARTMENT rights of way, and proposed DEPARTMENT ROW, and proposed by the DEPARTMENT to be done in conjunction with PROJECT, at no expense to the ILLINOIS TOLLWAY.

- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY ROW, and on proposed ILLINOIS TOLLWAY ROW which are outside areas of the DEPARTMENT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT.
- E. At all locations where utilities are located on DEPARTMENT ROW and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the DEPARTMENT for any and all out of pocket costs the DEPARTMENT may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on DEPARTMENT ROW and must be adjusted due to work proposed by the DEPARTMENT, the DEPARTMENT agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The DEPARTMENT will either require the applicable utility to complete the required adjustment at its own cost or the DEPARTMENT shall reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. In the event that the work proposed by the DEPARTMENT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the DEPARTMENT shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where ILLINOIS TOLLWAY infrastructure (remote traffic microwave sensors, message signs, weather stations, roadway lighting controllers, electrical services and data connections) that is currently in place within the PROJECT limits must be adjusted due to work proposed by the DEPARTMENT, the DEPARTMENT agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur to adjust said infrastructure

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain DEPARTMENT concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT) before award, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the proposed deviations and indicate its approval or disapproval thereof in writing within fifteen (15) calendar days after receiving the proposed deviation. If proposed deviations to the plans and specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT within the fifteen (15) calendar-day review period or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the DEPARTMENT. Notwithstanding any disapproval by DEPARTMENT, the ILLINOIS TOLLWAY may, after considering the DEPARTMENT's objections, proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar day's written notice to the DEPARTMENT prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the DEPARTMENT's ROW to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on April 5, 2019 or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The ILLINOIS TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of contract(s) let in support of this AGREEMENT. The ILLINOIS TOLLWAY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT assisted contracts. Failure by the ILLINOIS TOLLWAY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the DEPARTMENT deems appropriate.
- F. The ILLINOIS TOLLWAY shall require that the DEPARTMENT, and its agents, officers, and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that

the DEPARTMENT will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

- G. The DEPARTMENT 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 PROJECT that affects the DEPARTMENT's system. The DEPARTMENT shall assign personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affects the DEPARTMENT's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to who has been assigned to perform said inspections.
- H. Notices to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. The ILLINOIS TOLLWAY shall give notice to the DEPARTMENT upon completion of 70% and 100% of the PROJECT to be subsequently maintained by the DEPARTMENT, and the DEPARTMENT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of the PROJECT or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the DEPARTMENT. At the request of the DEPARTMENT, the ILLINOIS TOLLWAY's representative shall participate in such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DEPARTMENT's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's of any deficiency and shall thereafter deliver, within five (5) calendar days, a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of corrective work. The DEPARTMENT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- J. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B., due to circumstances either known or unknown at the time of bidding or arising after entering into contract(s), in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, ROW, construction engineering and construction costs subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES that preliminary and design engineering costs shall be computed as 5% of the actual construction costs. It is further agreed that construction engineering shall be computed as 10% of actual construction costs. It is further agreed that a contingency of 5% shall be included in the overall estimated construction cost.
- C. It is mutually agreed by the PARTIES that the estimated total cost to the DEPARTMENT to be reimbursed to the ILLINOIS TOLLWAY is \$7,200,000.
- D. It is further agreed that notwithstanding the estimated cost, the DEPARTMENT shall be responsible for the actual costs associated with the aforementioned improvements described in the Recital section of this AGREEMENT.
- E. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described and qualified herein, and the DEPARTMENT shall make arrangements to fund its obligations in Fiscal Year 2021, which ends June 30, 2021. It is agreed by the PARTIES that the funding obligation of the DEPARTMENT recited above is now, and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.
- F. The DEPARTMENT agrees that upon award of the contract for the improvement described herein and receipt of an invoice from the ILLINOIS TOLLWAY, the DEPARTMENT will pay the ILLINOIS TOLLWAY an amount equal to 80% of its obligation under this AGREEMENT, based upon actual bid prices, and will pay the ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- G. Either the DEPARTMENT 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 PROJECT or more costly substitute work 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 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 "General Maintenance Agreement between the Department of Public Works and Buildings of the State of Illinois and the Illinois State Toll Highway Commission" dated December 21, 1960 shall remain in full force and effect upon completion of the improvements provided herein.
- B. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT.
- C. The term "local roadway" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- D. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, maintaining pavement markings, including compliance with state laws and local ordinances.
  2. "Structural maintenance" refers to the integrity of the grade separation structures, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls, retaining walls and drainage structures.
  3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
  4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or

destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

- E. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- F. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- G. 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.
- H. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- I. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- J. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over unless otherwise specified.
- K. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local roadway.

Type 2. An intersection where a grade separation structure has been constructed to carry the local roadway over the Toll Highway.

Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local roadway and the Toll Highway.

- L. As it pertains to this AGREEMENT, and the maintenance responsibilities defined herein, Archer Avenue over the Toll Highway is a Type 2 bridge structure.

## VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 within the limits of this PROJECT.
- B. The bridge improvements being constructed under this AGREEMENT, as they relate to inter-agency maintenance responsibilities are of the following type as described in Section VI, Paragraph K above, and involve the following roadway:

Type of Bridge Structure	Affected Roadway
Type 2	Archer Avenue

Type 2 - DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way

- 1. The DEPARTMENT has all maintenance responsibility as to the following:
  - i. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
  - ii. The following portions of the grade elevation structure:
    - a. The wearing surface;
    - b. The deck below the wearing surface and above the structural beams including expansion joints, parapet walls, etc.;
    - c. Guardrail;
    - d. Drainage facilities above structural beams and girders;
    - e. All lighting except underpass;
    - f. All DEPARTMENT signals, signs, and pavement markings;
    - g. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any

- facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
- h. All drainage facilities carrying exclusively DEPARTMENT drainage
  - i. Ice and snow removal shall be accomplished in such a manner as to not block or obstruct I-294.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
  - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
  - v. All underpass lighting.

C. Upon completion of the construction of the PROJECT and acceptance of the improvements performed by the ILLINOIS TOLLWAY on behalf of the DEPARTMENT, the DEPARTMENT agrees to maintain, or cause to be maintained the bridge deck of both EB and WB Archer Avenue over I-294 (DEPARTMENT SN's 016-1870 and 016-1871, respectively) as described in Section VII., Paragraph B above, and shall have full maintenance responsibility of Archer Avenue (EB) from a point east of LaGrange Road (EB) to a point west of Oak Grove Avenue, including DEPARTMENT SN 016-1872 over 79<sup>th</sup> Street (WB), 79<sup>th</sup> Street (EB) from Archer Avenue to a point west of Cork Avenue, 79<sup>th</sup> Street (WB) from a point west of Oak Grove Avenue to Archer Avenue (WB), Archer Avenue (WB) to LaGrange Road (NB) Ramp, continuing to a point east of LaGrange Road, including DEPARTMENT SN 016-1873, LaGrange Road (SB) to Archer Avenue (EB) Ramp, and LaGrange Road (NB) to Archer Avenue (EB) Ramp including all the facilities, sidewalks, bike paths, and any all fences, walls (including DEPARTMENT SN's 016-8315, 016-8316, 016-8317, 016-8318, and 016-8319), or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, landscaping, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for DEPARTMENT at its request or within its jurisdiction, in its entirety.

## VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right-of-way that are not to be improved or by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. The PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the party.
- D. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and comment on all signalization and timing issues that arise within one half (1/2) mile from the centerline of I-294 on DEPARTMENT owned and maintained roadways. The ILLINOIS TOLLWAY's comments will primarily focus on safety consideration for priority traffic movement off the Toll Highway to prevent backups which may extend onto the mainline pavement.
- F. The PARTIES agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

## IX. GENERAL PROVISIONS

- A. The PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction of I-294 Tri-State Tollway. The DEPARTMENT shall retain jurisdiction of Archer Avenue traversed or affected by the I-294 Tri-State Tollway except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- B. The PARTIES understand and agree that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. In a timely manner following execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of 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 the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, and the Region One Engineer of the DEPARTMENT 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 Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out the terms of this AGREEMENT in reference to the DEPARTMENT's requested work or a dispute concerning the plans and specifications for the DEPARTMENT's requested work, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Region One Engineer of the DEPARTMENT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the DEPARTMENT's requested work, the decision of the DEPARTMENT's Region One Engineer shall be final as long as that decision does not delay deliver of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

- G. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- H. This AGREEMENT may be executed in two (2) or more counterparts, or electronically, each of which shall be deemed an original and all of which shall be one and the same instrument.
- I. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- J. Under penalties of perjury, the DEPARTMENT certifies that its Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- K. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- L. This AGREEMENT and the covenants herein shall become null and void in the event a contract covering the construction work contemplated herein is not awarded within three (3) years after the date this AGREEMENT is executed.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- N. The failure by the ILLINOIS TOLLWAY or the DEPARTMENT to seek redress for violation of, or to insist upon the strict performance of, any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or any subsequent breach of such covenants, terms, conditions, rights or remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DEPARTMENT unless such provision is waived in writing.
- O. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:           The Illinois Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Chief Engineering Officer



**STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Omer Osman  
Acting Secretary

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

By: \_\_\_\_\_  
Joanne Woodworth  
Acting Chief Fiscal Officer

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

By: \_\_\_\_\_  
Phillip C. Kaufmann  
Chief Counsel

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

ILLINOIS TOLLWAY SIGNATURE PAGE TO FOLLOW

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

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

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

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

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert Lane, Assistant Attorney General

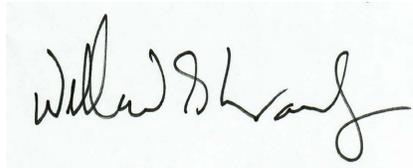
## RESOLUTION NO. 22155

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95th Street to Balmoral Avenue (“Project”). A portion of the Project will impact Forest Preserve District of Cook County (“District”) property adjacent to I-294. The Tollway is compensating the District for temporary and permanent easements needed to construct and maintain I-294 and for tree removal necessary as part of the Project. The cost to the Tollway for the temporary and permanent easements and tree removal is not to exceed \$2,290,102.79. It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the District to memorialize the Tollway and District’s agreements and understandings regarding the property rights and required compensation.

**Resolution**

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



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

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), effective upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), and THE FOREST PRESERVE DISTRICT OF COOK COUNTY, a special district of the State of Illinois, (“DISTRICT”), individually referred to as “PARTY,” and collectively referred to as “PARTIES”.

**RECITALS:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (“I-294” or “Toll Highway”) from 95<sup>th</sup> Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), and included in ILLINOIS TOLLWAY construction contracts, including but not limited to Design Contracts RR-16-4265, and I-17-4298, and Construction Contracts I-20-XXXX, and I-18-4431 (“PROJECT”);

WHEREAS, the PROJECT impacts property adjacent to I-294 owned, or leased by the DISTRICT, and includes the following improvements:

Bridge and roadway reconstruction and widening which will allow for six lanes of traffic in each direction with full inside and outside shoulders. The work also includes, but is not limited to bridge demolition, bridge reconstruction, retaining wall construction, widening and reconstructing pavement, temporary and permanent storm sewer systems including pipes, box culverts and structures, temporary and permanent lighting, temporary and permanent erosion control measures, intelligent transportation system equipment, roadside safety improvements including temporary concrete barriers, overall site restoration, temporary and permanent pavement marking and delineation, maintenance of traffic, earthwork including topsoil stripping, embankment construction, and proper disposal of excess material off site or to designated ILLINOIS TOLLWAY facilities, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications.

Ecological work to include brush removal, tree thinning, and 3 years of invasive control and re-sprout follow up. Typical restoration work to remove invasive brush and thin trees is conducted in the winter months under frozen ground conditions or dry periods in the fall. Re-sprout and invasive work is typically conducted in the growing season (April-October). Work to be conducted by a qualified ecological contractor with design input from the District.

WHEREAS, the DISTRICT agrees to grant the ILLINOIS TOLLWAY permanent easements for Parcels TW-5-16-120.P1, TW-5-16-120.P2, TW-5-16-120.P3, TW-5-16-120.P4 and TW-5-16-120.P5 as shown on (“EXHIBIT A”) attached;

WHEREAS, the DISTRICT agrees to grant the ILLINOIS TOLLWAY temporary easements for Parcels TW-5-16-120.T1, TW-5-16-120.T2, TW-5-16-120.T3, TW-5-16-120.T4 and TW-5-16-120.T5 as shown on EXHIBIT A;

WHEREAS, due to impacts from the PROJECT, the ILLINOIS TOLLWAY agrees to reconstruct the path under the I-294 Salt Creek bridge as shown on (“EXHIBIT A”);

WHEREAS, the ILLINOIS TOLLWAY requests that the DISTRICT allow the ILLINOIS TOLLWAY permanent access via an easement into Bemis Woods via a path from 31<sup>st</sup> Street at the Meadowlark Golf Course as shown on (“EXHIBIT B”) attached;

WHEREAS, the ILLINOIS TOLLWAY shall provide tree trimming to the optimize use of the path during PROJECT construction in Bemis Woods adjacent to 31<sup>st</sup> Street at the Meadowlark Golf Course as shown on (“EXHIBIT C”) attached;

WHEREAS, the ILLINOIS TOLLWAY shall provide vegetation maintenance in Bemis Woods as shown on EXHIBIT C;

WHEREAS, the ILLINOIS TOLLWAY shall reimburse the DISTRICT for tree removal required for the PROJECT per the DISTRICT Tree Mitigation Plan, as approved by the DISTRICT’s Board of Commissioners on March 21, 2007 and any subsequent amendments thereto, as shown on (“EXHIBIT D”) attached;

WHEREAS, the ILLINOIS TOLLWAY shall include in its PROJECT additional benefits beyond required compensation to ameliorate the partial loss of recreational use of Bemis Woods, enhancing DISTRICT facilities adjacent to the Toll Highway for future use and enjoyment by the public, as shown on (“EXHIBIT E”) attached;

WHEREAS, the ILLINOIS TOLLWAY will add the DISTRICT’s “gateway logo” to the I-294 bridge over Salt Creek as part of the PROJECT;

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of entry, utility relocation, construction, funding and maintenance of the PROJECT;

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

WHEREAS, the DISTRICT by virtue of its powers as set forth under the Cook County Forest Preserve District Act, 70 ILCS 810/0.01, *et seq.* is authorized to enter into this AGREEMENT; and

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DISTRICT by the ILLINOIS TOLLWAY.
- C. The DISTRICT shall review the plans and specifications which impact the DISTRICT's maintained facilities within thirty (30) business days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DISTRICT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DISTRICT shall mean the DISTRICT agrees with all plans and specifications, including alignment and location of the PROJECT improvements which impact the DISTRICT's maintained facilities. In the event of disapproval, the DISTRICT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY shall give reasonable consideration of any objections by the DISTRICT and provide the DISTRICT with reasons for rejection of any of the DISTRICT's objections.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX.E of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including obtaining all permits and approvals required by federal, state, county, and local law, including, without limitation, such permits and approvals that may be required by the U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County, and Illinois Environmental Protection Agency. The ILLINOIS TOLLWAY also agrees to obtain any other necessary consents (County, Township, Municipal, Railroad, Utility, private third party, etc.) as may be required for the PROJECT. As the owner or lessee of the real estate, the DISTRICT agrees to fully cooperate with the ILLINOIS TOLLWAY and its representatives in its applications for appropriate permits, approvals, and consents.

## **II. RIGHT OF WAY**

- A. The DISTRICT agrees to provide to the ILLINOIS TOLLWAY with the following Permanent Easements: TW-5-16-120.P1, TW-5-16-120.P2, TW-5-16-120.P.3, TW-5-16-120.P4 and TW-5-16-120.P5 as shown on EXHIBIT A.
- B. The DISTRICT agrees to provide to the ILLINOIS TOLLWAY with the following Temporary Easements: TW-5-16-120.T1, TW-5-16-120.T2, TW-5-16-120.T3 TW-5-16-120.T4 and TW-5-16-120.P5 as shown on EXHIBIT A.
- C. The ILLINOIS TOLLWAY shall record all easements acquired from the DISTRICT for the PROJECT with the Cook County Recorder of Deed's office.
- D. The ILLINOIS TOLLWAY shall convey a permanent easement to the DISTRICT for purposes of maintaining the path and fencing under the I-294 bridge over Salt Creek within existing ILLINOIS TOLLWAY right-of-way.
- E. During the construction phase of the PROJECT, the DISTRICT shall grant, permit and allow the ILLINOIS TOLLWAY access, ingress, and egress to DISTRICT property, for the purpose of PROJECT construction. In order to avoid PROJECT delays, upon execution of this AGREEMENT the PARTIES shall permit and authorize each other, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in this AGREEMENT without additional consideration. So as to protect the public at large, each PARTY shall notify the other PARTY prior to the commencement of any excavation, construction, repair, maintenance or other work contemplated by this AGREEMENT. After the construction phase of the PROJECT is completed, in order to access the easement areas described above, the DISTRICT shall grant, permit and allow the ILLINOIS TOLLWAY access, ingress, and egress to Bemis Woods for purpose of maintenance or repair of structures over Salt Creek, retaining walls, concrete barrier, and drainage structures as part of I-294, provided, the ILLINOIS TOLLWAY shall provide the DISTRICT reasonable prior notice as specified by the DISTRICT before maintenance or repair activities. If the ILLINOIS TOLLWAY causes damage to Bemis Woods, after the construction phase of the PROJECT is completed, the ILLINOIS TOLLWAY shall immediately inform the DISTRICT of said damage and at its expense, immediately repair same.
- F. The DISTRICT owns or leases property on which the PROJECT is to be constructed. The ILLINOIS TOLLWAY shall not permit any lien to be filed against the property or funds of the DISTRICT for any labor or materials in connection with the work to be performed by, or on behalf of, the ILLINOIS TOLLWAY for the PROJECT. If the DISTRICT determines, after final inspection, that the constructed portion of the PROJECT poses a safety hazard on property owned or leased by the DISTRICT, the DISTRICT shall promptly notify the ILLINOIS TOLLWAY which agrees to take remedial measures as expeditiously as reasonably possible.

### **III. UTILITY RELOCATION**

- A. The DISTRICT agrees to cooperate with necessary adjustments to existing utilities located within existing DISTRICT rights-of-way, where improvements to DISTRICT facilities are proposed to be done as part of the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- B. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights-of-way, and on proposed ILLINOIS TOLLWAY rights-of-way which are outside areas of DISTRICT jurisdiction, and where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DISTRICT.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. As part of the PROJECT, the ILLINOIS TOLLWAY shall perform ecological restoration within portions of Bemis Woods as shown on (“EXHIBIT F”), attached.
- C. As part of the PROJECT, the ILLINOIS TOLLWAY shall fabricate and install new informational and directional signage at the direction of the DISTRICT within Bemis Woods as shown on (“EXHIBIT G”), attached.
- D. As part of the PROJECT, the ILLINOIS TOLLWAY shall perform embankment repair work along the Des Plaines River specifically affecting the John Husar Trail as shown on (“EXHIBIT H”), attached.
- E. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DISTRICT shall be submitted to the DISTRICT for approval prior to commencing such work. The DISTRICT shall review the proposed deviations and indicate its approval or disapproval in writing. If the ILLINOIS TOLLWAY receives no written response from the DISTRICT within thirty (30) calendar days after delivery to the DISTRICT of the proposed deviation, the proposed deviation shall be deemed approved by the DISTRICT.
- F. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DISTRICT, the ILLINOIS TOLLWAY shall provide no less than five (5) business days’ written notice to the DISTRICT prior to commencement of work on the PROJECT.
- G. The DISTRICT 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 PROJECT that affects the DISTRICT. The DISTRICT shall assign

personnel to perform inspections on behalf of the DISTRICT of all work included in the PROJECT that affects the DISTRICT and will advise the Chief Engineering Officer of the ILLINOIS TOLLWAY in writing or by e-mail as to the identity of the individual(s) assigned to perform said inspections.

- H. Notices required to be provided by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX.(N) of this AGREEMENT.
- I. The ILLINOIS TOLLWAY shall give notice to the DISTRICT upon completion of 70% and 100% of all PROJECT construction contracts that are directly related to the DISTRICT, and the DISTRICT shall make an inspection thereof not later than ten (10) calendar days after notice thereof. If the DISTRICT does not perform a final inspection within ten (10) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the DISTRICT. The ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DISTRICT's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Identified deficiencies shall be subject to joint re-inspection upon completion of the corrective work. The PARTIES shall perform joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- J. 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 this AGREEMENT was entered into, in accordance with the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 30, 2020 or the Canceled Items provision in the applicable version of the Illinois State Toll Highway Authority's Standard or Supplemental Specifications. Notwithstanding the above, the DISTRICT shall have the right to approve, in the manner described in Section IV.B, any alterations to the work (including plans and specifications) that impact property owned or leased by the DISTRICT.

## **V. FINANCIAL**

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering, and construction costs for the PROJECT.
- B. The ILLINOIS TOLLWAY agrees to pay the DISTRICT for the following Permanent Easement Parcels TW-5-16-120.P1, TW-5-16-120.P2, TW-5-16-120.P3, TW-5-16-120.P4 and TW-5-16-120.P5 and for Temporary Easement Parcels: TW-5-16-120.T1, TW-5-16-120.T2, TW-5-16-120.T3, TW-5-16-120.T4

and TW-5-16-120.T5, as shown on EXHIBIT A, at an appraised market value of \$44,000.00.

- C. The ILLINOIS TOLLWAY agrees to pay the DISTRICT \$2,246,102.79 for tree removal compensation per the DISTRICT Tree Mitigation Plan.
- D. The total amount referenced in Sections V.B-C above equals \$2,290,102.79 to the DISTRICT in a lump sum within thirty (30) days after the following: (1) full execution of this AGREEMENT, (2) execution of the permanent and temporary easements referenced in Section V.B, and (3) receipt of an invoice from the DISTRICT.
- E. Either the DISTRICT 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 PROJECT 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. As used herein, the terms “maintenance” or “maintain” mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI.(A). Maintenance includes but is not limited to:
  - 1. “Routine maintenance” refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances. It is understood and agreed upon by the PARTIES that with respect to the DISTRICT’s maintenance obligations under this AGREEMENT, routine maintenance shall comply with the DISTRICT’s internal policies on maintenance (e.g. minimal or no salt use; limited or no snow removal; etc.).
  - 2. “Structural maintenance” refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls, retaining walls, concrete barrier and drainage structures.

3. “Lighting maintenance” refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  4. “Emergency maintenance” refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
  5. “Vegetation Maintenance” refers to **trimming of woody vegetation and/or the removal of hazardous or downed trees blocking or otherwise impacting the path. The performance of required tasks shall be in accordance with the American National Standards Institutes: Standard Practices for Tree Care Operations Pruning, Trimming, Repairing, Maintaining, and removing Trees, and Cutting Brush –Safety Requirements [ANSI Z133.1-2017] or more recent revision when/if it occurs. District approval is required prior to the use of herbicide. District staff shall be notified 24 hours in advance of work beginning and reserve the right to be present on-site during work.**
  6. “Vegetation maintenance for invasive species” refers to chemical, manual or biological control of invasive plant species including but not limited to, reed canary grass, purple loosestrife, cattails, phragmites, crown vetch, teasels, thistles and wild parsnip. District staff shall be notified 24 hours in advance of work beginning and reserve the right to be present on-site during work.
- B. The term “drainage facilities” refers to both open and enclosed systems. The term “drainage structures” refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- C. The terms “notify”, “give notice” and “notification” refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication. See Section IX.N for notice procedures.
- D. 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.

- E. The terms “consultation” or “consult with” refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice.
- F. The term “approve” refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- G. The term “grade separation structure” refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 within the PROJECT limits in its entirety.
- B. The ILLINOIS TOLLWAY has maintenance responsibility for all items within the ILLINOIS TOLLWAY right-of-way not maintained by the DISTRICT, as set forth herein, including but not limited to the grade separation structure, drainage facilities, and embankments within ILLINOIS TOLLWAY access fencing, and fences.
- C. The ILLINOIS TOLLWAY shall maintain the box culvert, retaining walls, and barrier walls installed as part of the PROJECT.
- D. Maintenance of vegetation for invasive species shall be performed by the ILLINOIS TOLLWAY in the temporary easements granted by the DISTRICT for a period of five (5) years, and in the permanent easements granted by the DISTRICT for a period of ten (10) years after substantial completion of PROJECT. The DISTRICT shall assume maintenance responsibilities for vegetation and invasive species after the TOLLWAY’S five (5) and ten (10) year maintenance responsibility periods expire.
- E. The DISTRICT shall maintain, or cause to be maintained, Bemis Woods, the path and fencing under the I-294 bridge over Salt Creek, vegetation maintenance for

invasive species, the Des Plaines River embankment repaired adjacent to the John Husar Trail, and any work the ILLINOIS TOLLWAY is including in the PROJECT for the DISTRICT at its request, in its entirety.

- F. The DISTRICT shall maintain the path and fencing under the Toll Highway bridge over Salt Creek. The ILLINOIS TOLLWAY reserves the right to close or restrict access to the path under the Toll Highway at its discretion
- G. The DISTRICT shall remove graffiti from the bridge abutment within a reasonable period of time. In order to avoid damage to the abutment, the DISTRICT's efforts in fulfilling this obligation will be limited to power blasting and painting. The ILLINOIS TOLLWAY will perform structural and maintenance inspections on the bridge abutment every two years.
- H. The DISTRICT shall maintain the DISTRICT "gateway logo" on the west bridge abutment of the I-294 bridges over Salt Creek, the ILLINOIS TOLLWAY is including in the PROJECT for the DISTRICT at its request, in its entirety.
- I. The PARTIES agree that the ILLINOIS TOLLWAY shall retain sole discretion to approve any and all signage, conduit, pipe, wire, pole, device or appurtenance affixed to the grade separation structure, placed on TOLLWAY right-of-way, or placed on or across ILLINOIS TOLLWAY right-of-way.
- J. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- K. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification or relocation of the above referenced path and fencing, then the DISTRICT hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said path and appurtenances in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, the DISTRICT shall continue to maintain all portions of the PROJECT within the DISTRICT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the DISTRICT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DISTRICT, 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.

## **IX. GENERAL PROVISIONS**

- A. 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.
- B. Wherever in this AGREEMENT approval or review by either the DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C. In a timely manner following execution of this AGREEMENT each PARTY shall designate in writing, or by e-mail a representative who shall serve as the representative of the said PARTY during the performance of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice including e-mail. Each representative shall be readily available to the other PARTY.
- D. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, as they relate to the Toll Highway, including but not limited to, bridge and roadway reconstruction and widening, use of the permanent and temporary easements conveyed, bridge demolition, bridge reconstruction, retaining wall construction, reconstruction of the path under the I-294 Salt Creek Bridge, intelligent transportation system equipment installation, construction of drainage improvements, and roadside safety improvements, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the General Superintendent of the DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on a resolution of items described above in this paragraph decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- E. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, as they relate to DISTRICT facilities, including but not limited to, tree trimming on the path in Bemis Woods adjacent to 31<sup>st</sup> Street at the Meadowlark Golf Course, vegetation management throughout Bemis Woods, gateway logo installation, fabrication and installation of trailhead and trail signage in Bemis Woods, and embankment repair work along the Des Plaines River affecting the John Husar Trail, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the General Superintendent of the DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on a

resolution of items described above in this paragraph, the decision of the General Superintendent of the DISTRICT shall be final.

- F. This AGREEMENT may be executed in two (2) or more counterparts, or electronically, 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.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- I. Subject to the terms and conditions herein, this AGREEMENT shall remain in full force and effect until the portion of the PROJECT that is constructed on property owned or leased by the DISTRICT is removed or abandoned.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No PARTY shall sell, assign or otherwise transfer its interest under this AGREEMENT without the written approval of the other PARTY.
- K. The failure by the ILLINOIS TOLLWAY or the DISTRICT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such condition or covenant. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DISTRICT unless such provision is waived in writing and agreed upon by both PARTIES.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:           The Illinois Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Chief Engineering Officer  
paulkovacs@getipass.com

To the DISTRICT:

General Superintendent  
The Forest Preserve District of Cook County  
536 North Harlem Avenue  
River Forest, IL 60305

Chief Attorney  
The Forest Preserve District of Cook County  
69 W. Washington St., Suite 2010  
Chicago, IL 60602

- N. The DISTRICT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY under the AGREEMENT for a minimum of three (3) years from the date of substantial completion of the PROJECT. The DISTRICT further agrees to cooperate fully with any audit and to make its books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- O. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

## **X. INSURANCE AND CASUALTY**

- A. The ILLINOIS TOLLWAY or its contractor(s) shall maintain the following insurance coverage relating to the construction, maintenance, and repair of the PROJECT on property owned or leased by the DISTRICT:
- 1 Worker's Compensation and Occupation Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this AGREEMENT. Employer's liability coverage with limits of not less than \$500,000.00 for bodily injury by each accident, \$500,000.00 bodily injury by disease each employee, \$500,000.00 bodily injury by disease policy limits.
  - 2 Commercial General Liability Insurance (Primary and Umbrella): Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage and personal injury. (The limit of coverage may be a combined limit of the Primary and Excess Liability).

- 3 Automobile Liability Insurance (Primary and Umbrella): Commercial Automobile Liability Insurance covering owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage.
- 4 Insurance Requirements: All policies of insurance required hereunder shall be written by carriers, which possess A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by AM Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories). The Commercial General Liability Policy and Automobile Liability Policy shall be on a primary and noncontributory basis with respect to any insurance or self-insurance programs carried or administered by the DISTRICT.
- 5 All policies of commercial general liability insurance shall name the DISTRICT as an Additional Insured for any and all injury, damage, liability, expenses or judgments arising out of the construction, maintenance, and/or repair of the PROJECT on property owned or leased by the DISTRICT.
- 6 All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been provided to the Additional Insured.
- 7 Insurance Certificates: The ILLINOIS TOLLWAY or its contractor(s) may furnish insurance certificates as evidence of the required coverage to the DISTRICT. No construction shall commence prior to the DISTRICT's approval of the insurance coverage.

## **XI. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, the ILLINOIS TOLLWAY shall, and it shall require its contractor(s) working on the PROJECT to, indemnify, defend and save harmless the DISTRICT and its commissioners, officers, directors, employees, and agents from any and all claims, suits, actions, costs and fees of every nature or description, arising from, growing out of, or connected with the work to be performed under this AGREEMENT by or on behalf of the ILLINOIS TOLLWAY, and such indemnity shall not be limited by reason of any insurance coverage requirements herein. Nothing herein contained shall be construed as prohibiting the DISTRICT, its commissioners, officers, directors, employees, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The ILLINOIS TOLLWAY, and its contractor(s), shall likewise be liable for the costs, fees and expenses incurred in the defense of any such claims, actions, or suits against the DISTRICT, its commissioners, officers, directors,

employees, and agents. This provision shall survive termination or expiration of this AGREEMENT.

- B. To the fullest extent permitted by law, the DISTRICT shall, and it shall require its contractor(s) working on its behalf, to indemnify, defend and save harmless the ILLINOIS TOLLWAY and its officers, directors, employees and agents from and against any and all claims, suits, actions, costs and fees of every nature or description arising from, growing out of, or connected with the work to be performed under this AGREEMENT by or on behalf of the DISTRICT, and such indemnity shall not be limited by reason of any insurance coverage requirements herein. Nothing herein contained shall be construed as prohibiting the ILLINOIS TOLLWAY, its officers, directors, employees and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The DISTRICT, and its contractor(s), shall likewise be liable for the costs, fees and expenses incurred in the defense of any such claims, actions, or suits against the ILLINOIS TOLLWAY, its officers, directors, employees and agents. This provision shall survive termination or expiration of this AGREEMENT.

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

**THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

By: \_\_\_\_\_  
Toni Preckwinkle,  
President

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Please Print Name)

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

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

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

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

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert Lane, Assistant Attorney General

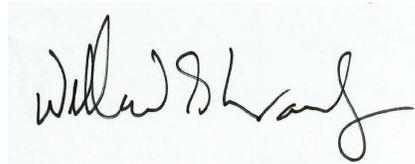
## RESOLUTION NO. 22156

**Background**

The Illinois State Toll Highway Authority (“Tollway”) and the Village of Justice (“Village”) will be constructing a new interchange along I-294 at 88th Avenue/Cork Avenue (“Project”). The Village is responsible for conducting Phase One and Phase Two engineering for the Project. To maximize efficiencies, advance the Project and ensure coordination with the Tollway’s Central Tri-State rehabilitation and reconstruction project, the Tollway agreed to advance \$1,215,750.00 to the Village toward Phase Two engineering costs. The Tollway requested that the Village perform additional Phase Two engineering work, which will cost approximately \$540,106.70. The Tollway agreed to advance \$540,106.70 to the Village to cover the costs of the extra work. The advance will be part of the Tollway’s contribution to the Project and will be accounted for in a future intergovernmental agreement. It is in the best interest of the Tollway to enter into a First Addendum Intergovernmental Agreement with the Village to memorialize the Tollway and Village’s agreements and understandings regarding the additional Phase Two engineering work.

**Resolution**

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



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

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE VILLAGE OF JUSTICE**

This First Intergovernmental Agreement Addendum (“FIRST ADDENDUM”) is entered into by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”) and the VILLAGE OF JUSTICE, a municipal corporation of the State of Illinois (“VILLAGE”), individually referred to as “PARTY,” and collectively referred to as “PARTIES.”

**RECITALS:**

WHEREAS, the PARTIES entered into an Intergovernmental Agreement (“AGREEMENT”) dated December 18, 2019, and attached as “EXHIBIT A”, pursuant to which the PARTIES established their respective responsibilities regarding Phase One and Phase Two engineering costs as they relate to the design of an additional access interchange at I-294 and Cork Avenue/88<sup>th</sup> Avenue (“PROJECT”), and the ILLINOIS TOLLWAY’s request that the VILLAGE accelerate its Phase Two engineering in order to advance efficiencies of the ILLINOIS TOLLWAY’s Central Tri-State Reconstruction and Rehabilitation Project (“CTS PROJECT”);

WHEREAS, modifications in the funding for the PROJECT have necessitated that the VILLAGE perform additional Phase Two engineering for the PROJECT, recognizing the related efficiencies benefitting the ILLINOIS TOLLWAY’s CTS PROJECT;

WHEREAS, the ILLINOIS TOLLWAY has requested the VILLAGE perform additional Phase Two engineering for the PROJECT, which also benefits the CTS PROJECT;

WHEREAS, the VILLAGE agrees to perform additional Phase Two engineering for the PROJECT, which also benefits the CTS PROJECT, estimated at \$540,106.70, and for VILLAGE budgeting purposes requests that the ILLINOIS TOLLWAY advance the cost of the additional Phase Two engineering to the VILLAGE;

WHEREAS, the ILLINOIS TOLLWAY agrees to advance the cost of the additional Phase Two engineering for the PROJECT, estimated at \$540,106.70, and account for said advancement in a future Intergovernmental Agreement for the PROJECT;

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 FIRST ADDENDUM;

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

WHEREAS, a cooperative FIRST ADDENDUM is appropriate and in the best interests of both PARTIES and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

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

**FIRST ADDENDUM**

A. All provisions contained in the original AGREEMENT that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.

B. Article V, Paragraph B. of the original AGREEMENT is hereby stricken and replaced with the following:

“The ILLINOIS TOLLWAY agrees to fund the VILLAGE for the ILLINOIS TOLLWAY’s share of Phase Two engineering for the PROJECT, estimated at \$1,755,856.70. The costs shall be funded by the ILLINOIS TOLLWAY to the VILLAGE in installments as follows.” (Actual payment will be equal to actual, ILLINOIS TOLLWAY approved expenditures):

- 1. \$607,875.00      Paid 03/03/2020.
- 2. \$482,088.33      Paid upon full execution of this FIRST ADDENDUM, within 60 of receipt of an invoice from the VILLAGE.
- 3. \$251,537.37      Paid upon completion of the original Phase Two design contract, within 60 days of receipt of an invoice from the VILLAGE.
- 4. \$414,356.00      Paid upon completion of the supplemental Phase Two design contract, within 60 days of receipt of an invoice from the VILLAGE.

F. This FIRST ADDENDUM may be executed in counterparts or electronically, each of which shall be deemed an original and all of which shall be deemed one and the same document.

G. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

H. The information contained in the recital section of this FIRST ADDENDUM is agreed to and incorporated in this FIRST ADDENDUM.

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

**THE VILLAGE OF JUSTICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Krzysztof Wasowicz  
Mayor

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Willard S. Evans, Jr.  
Chairman & Chief Executive Officer

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

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert Lane, Assistant Attorney General

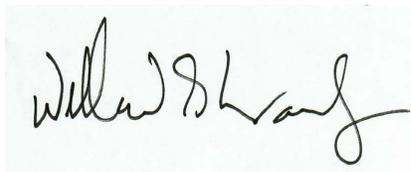
## RESOLUTION NO. 22157

**Background**

The Illinois State Toll Highway Authority (“Tollway”) purchases Oracle licenses and related support services under a State Master Contract with Mythics, Inc. (“Mythics”), an Oracle reseller. The Tollway’s current contract for support services will expire on December 31, 2020. To continue support services uninterrupted, it is in the best interest of the Tollway to negotiate an extension contract with Mythics.

**Resolution**

Consistent with information presented to the Board in Executive Session, the General Counsel is authorized to negotiate and finalize an extension contract with Mythics. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



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

## RESOLUTION NO. 22158

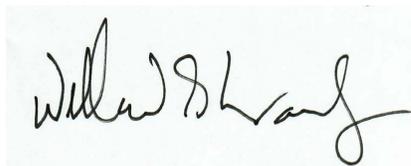
**Background**

International Standards for the Professional Practice of Internal Auditing, the Fiscal Control and Internal Auditing Act (“FCIAA”), and the State Internal Audit Advisory Board (“SIAAB”) require that The Illinois State Toll Highway Authority’s (“Tollway”) Internal Audit Plan be presented to the Chief Executive Officer and the Board of Directors on an annual basis.

The 2021-2022 Internal Audit Plan, for a period of two years beginning January 1, 2021, was presented to and approved by the Chief Executive Officer and members of the Board’s Audit Committee. It is in the best interest of the Tollway that the Board of Directors adopt the 2021-2022 Internal Audit Plan as presented.

**Resolution**

Based on the review and approval of the 2021-2022 Internal Audit Plan by the Chief Executive Officer and members of the Audit Committee, the Board of Directors hereby adopts the 2021-2022 Internal Audit Plan, for a period of two years beginning January 1, 2021, as presented.



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