

## RESOLUTION NO. 22179

**Background**

By Resolution No. 22008, the Board of Directors approved the composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. Due to the appointment of a new Director, it is in the best interest of The Illinois State Toll Highway Authority to supersede Resolution No. 22008 and all prior resolutions regarding the membership of Board committees.

**Resolution**

In the interest of executive economy and to provide thorough review of policy issues, effective immediately, the Board of Directors hereby declares that the membership of the committees listed below shall be as follows:

**Finance, Administration & Operations:**

Chair: Karen McConnaughay

Members: Alice Gallagher

Scott Paddock

James Sweeney

Gary Perinar, Jr.

**Audit:**

Chair: Alice Gallagher

Members: James Connolly

Jacqueline Gomez

Scott Paddock

Gary Perinar, Jr.

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**Resolution – Continued**

**Systems Review & Customer Service:**

Chair: James Sweeney

Members: Alice Gallagher

Scott Paddock

James Connolly

Gary Perinar, Jr.

**Diversity & Inclusion:**

Chair: Stephen Davis

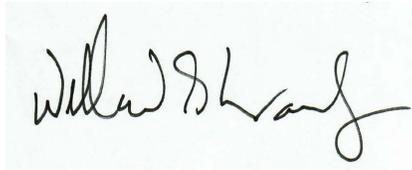
Members: James Connolly

Jacqueline Gomez

Karen McConnaughay

James Sweeney

Approved by:



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Chairman

## RESOLUTION NO. 22180

**Background**

Pursuant to the provisions of the Toll Highway Act (“Act”), The Illinois State Toll Highway Authority (“Tollway”) is authorized to provide for the construction, operation, regulation and maintenance of toll highways in the State of Illinois (“Tollway System”).

Pursuant to the Act, the Amended and Restated Trust Indenture between the Tollway and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (“Trustee”), effective March 31, 1999 and as supplemented and amended to the date of adoption of this Resolution (“Master Indenture”), the Tollway is authorized to issue revenue bonds for any lawful purpose including, among others, extending and improving the Tollway System.

Resolution No. 19480 adopted by the Tollway on August 25, 2011, as modified by Resolution No. 21244 adopted by the Tollway on April 27, 2017, authorizes a \$14.3 billion capital plan for the Tollway System, named “Move Illinois: The Illinois Tollway Driving the Future” (“Move Illinois Program”), to finance the capital needs of the existing Tollway System and certain expansions of the Tollway System intended to improve regional mobility.

The Tollway has determined that the costs of the Move Illinois Program are to be paid from available Tollway funds and from the proceeds of its \$3.6 billion aggregate principal amount of previously issued revenue bonds described in the following paragraph and additional revenue bonds to be issued from time to time.

In furtherance of, and to provide funds to pay a portion of the costs of, the Move Illinois Program: (i) on May 16, 2013, as authorized by Resolution No. 19825 dated December 13, 2012, and pursuant to the terms of the Fifteenth Supplemental Indenture dated as of May 1, 2013 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2013 Series A, in the aggregate principal amount of \$500 million; (ii) on June 4, 2014, as authorized by Resolution No. 19825 dated December 13, 2012, and pursuant to the

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**Background - Continued**

terms of the Eighteenth Supplemental Indenture dated as of June 1, 2014 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series B, in the aggregate principal amount of \$500 million; (iii) on December 4, 2014, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Nineteenth Supplemental Indenture dated as of December 1, 2014 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series C, in the aggregate principal amount of \$400 million; (iv) on July 30, 2015, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Twenty-First Supplemental Indenture dated as of July 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series A, in the aggregate principal amount of \$400 million; (v) on December 17, 2015, as authorized by Resolution No. 20815 dated September 24, 2015, and pursuant to the terms of the Twenty-Second Supplemental Indenture dated as of December 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series B, in the aggregate principal amount of \$400 million; (vi) on June 16, 2016, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, and pursuant to terms of the Twenty-Fourth Supplemental Indenture dated as of June 1, 2016 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2016 Series B, in the aggregate principal amount of \$300 million; (vii) on December 6, 2017, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, as further amended by Resolution No. 21350 dated September 28, 2017, and pursuant to the terms of the Twenty-Fifth Supplemental Indenture dated as of December 1, 2017 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2017 Series A, in the aggregate principal amount of \$300 million; (viii) on July 11, 2019, as authorized by Resolution No. 21477 dated February 22, 2018, and pursuant to the terms of the Twenty-Seventh Supplemental Indenture dated as of July 1, 2019 between the

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**Background - Continued**

Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2019 Series A, in the aggregate principal amount of \$300 million; and (ix) on December 17, 2020, as authorized by Resolution No. 21477 dated February 22, 2018 and Resolution No. 22104 dated October 15, 2020, and pursuant to the terms of the Thirtieth Supplemental Indenture dated as of December 1, 2020 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2020 Series A, in the aggregate principal amount of \$500 million.

The Tollway has determined that it is advisable, necessary and in the Tollway's best interests to authorize borrowing of an additional aggregate principal amount of not to exceed \$600 million for the purpose of paying costs of the Move Illinois Program and in evidence thereof to issue one or more series of Additional Senior Bonds (as defined in the Master Indenture) pursuant to Section 204 of the Master Indenture ("2021 New Money Bonds"), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the Tollway, by virtue of all laws applicable thereto, has the power to issue such 2021 New Money Bonds.

Any 2021 New Money Bonds authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Master Indenture) now or hereafter outstanding under the Master Indenture and shall be secured by the Master Indenture, as supplemented and amended as authorized herein or as may be supplemented and amended in the future.

It is necessary for the Tollway to authorize the issuance of the 2021 New Money Bonds and to approve and authorize the execution of one or more Fixed Rate Supplemental Indentures, Bond Purchase Agreements, and certain other documents and agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the 2021 New Money Bonds.

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**Resolution**

The Tollway authorizes the issuance and delivery of the 2021 New Money Bonds in an aggregate principal amount of not to exceed \$600 million for paying a portion of the costs of the Move Illinois Program. The 2021 New Money Bonds may be issued from time to time in one or more series as Additional Senior Bonds in said maximum aggregate principal amount or such lesser principal amount, all as may be determined by the Chairman of the Tollway (“Chairman”).

All 2021 New Money Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2021 New Money Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (each, a “2021 Supplemental Indenture”) between the Tollway and the Trustee, supplementing and amending the Master Indenture.

In connection with the issuance of each series of 2021 New Money Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Tollway (“Secretary”) is hereby authorized to attest to, a 2021 Supplemental Indenture meeting the requirements of the Master Indenture in substantially the form of supplemental indentures heretofore executed and delivered in connection with the issuance of fixed rate revenue bonds to finance costs of the Move Illinois Program, with such revisions, insertions, completions and modifications necessary therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (i) the dating, series designation, denominations, interest payment dates, redemption provisions, registration and transfer of the 2021 New Money Bonds, and (ii) the application of proceeds of the 2021 New Money Bonds for paying costs of the Move Illinois Program as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman’s and the Tollway’s approval of such revisions, insertions, completions and modifications.

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**Resolution - Continued**

*Terms of 2021 New Money Bonds.* The 2021 New Money Bonds of each series shall be designated “Toll Highway Senior Revenue Bonds” with such additions, modifications or revisions as shall be determined to be necessary by the Chairman at the time of sale of the 2021 New Money Bonds to reflect the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, and any other authorized features of the 2021 New Money Bonds determined by the Chairman as desirable to be reflected in the title of the 2021 New Money Bonds being issued. The 2021 New Money Bonds of a series shall mature no later than twenty-five (25) years from their date. Each series of 2021 New Money Bonds shall bear interest at a rate or rates not to exceed 8.00 percent per annum. Interest shall be payable on each series of 2021 New Money Bonds semiannually at such times and on such terms as shall be provided in the related Supplemental Indenture.

The 2021 New Money Bonds shall be executed by the manual or duly authorized facsimile signatures of the Chairman and the Secretary and the corporate seal of the Tollway (or facsimile thereof) shall be impressed or otherwise reproduced thereon. The 2021 New Money Bonds of a series shall be prepared in the form attached to the related Supplemental Indenture.

Any portion of the 2021 New Money Bonds may be issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes (“Taxable Bonds”) if determined by the Chairman to be beneficial to the Tollway.

*Redemption.* The 2021 New Money Bonds of a series may be made subject to redemption prior to maturity at the option of the Tollway, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each 2021 New Money Bond to be redeemed expressed as a percentage not to exceed two percent (2%) of the principal amount of the 2021 New Money Bonds being redeemed. Certain of the 2021 New Money

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**Resolution - Continued**

Bonds may be made subject to redemption by Sinking Fund Installments (as defined in the Master Indenture), at par and accrued interest to the date fixed for redemption, as determined by the Chairman at the time of the sale thereof and reflected in the related Supplemental Indenture.

Notwithstanding the foregoing, such 2 percent (2%) limitation on the redemption premium for 2021 New Money Bonds to be redeemed shall not apply in the case of Taxable Bonds where the redemption price is based upon a formula designed to compensate the owner of the 2021 New Money Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a “make-whole” redemption price (“Make-Whole Redemption Price”). At the time of sale of the 2021 New Money Bonds, the Chairman, by execution of a Bond Purchase Agreement (as hereafter defined), shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price. The terms and provisions of any applicable Make-Whole Redemption Price shall be set forth in the related Supplemental Indenture.

*Sale of Bonds.* The Chairman is hereby authorized on behalf of the Tollway to sell all or any portion of the 2021 New Money Bonds to one or more underwriters qualified by the Tollway’s procurement process RFP#16-0155 (“Underwriters”), which Underwriters may consist of an underwriting group represented by one or more senior managing underwriters. The 2021 New Money Bonds shall be sold and delivered to the Underwriters subject to the terms and conditions of one or more Bond Purchase Agreements between the Tollway and the Underwriters (each, a “Bond Purchase Agreement”); provided, that the aggregate purchase price shall be not less than 98.5 percent of the principal amount thereof to be issued (less any original issue discount used in marketing thereof) plus accrued interest, if any, from their date to the date of delivery thereof. The Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest to, each Bond Purchase Agreement in substantially the form previously

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**Resolution - Continued**

used in connection with the sale of fixed rate revenue bonds of the Tollway issued to finance costs of the Move Illinois Program, with such revisions, insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's and the Tollway's approval of such revisions, insertions, completions and modifications. In connection with any sale of the 2021 New Money Bonds, the Tollway, acting through the Chairman or the Chief Financial Officer, is hereby authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by the Chairman or the Chief Financial Officer, if such officer determines such bond insurance to be desirable in connection with such sale of the 2021 New Money Bonds. The related Supplemental Indenture may include covenants with such bond insurer that are not inconsistent with the provisions of this Resolution and the Master Indenture and are necessary to carry out the purposes of this Resolution.

*Preliminary Official Statement.* The preparation, use and distribution of one or more Preliminary Official Statements relating to the 2021 New Money Bonds (each, a "Preliminary Official Statement") is hereby in all respects ratified, authorized and approved. Each Preliminary Official Statement shall be in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Tollway issued to finance costs of the Move Illinois Program, or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the 2021 New Money Bonds proposed to be issued, including the application of the proceeds thereof and shall describe accurately the current financial condition of the Tollway System and the parties to the financing. The proposed use by the Underwriters of an Official Statement (in substantially the form of the related Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the 2021 New Money Bonds being sold) is hereby approved.

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**Resolution - Continued**

The Chairman is authorized and directed to execute the Official Statement on behalf of the Tollway, and the Chairman's execution thereof shall constitute conclusive evidence of the Chairman's and the Tollway's approval of any changes to the form of Preliminary Official Statement authorized herein.

*Application of Proceeds.* The proceeds from the sale of any series of the 2021 New Money Bonds shall be applied as determined by the Chairman and the Chief Financial Officer of the Tollway and as set forth in the Supplemental Indenture authorizing such 2021 New Money Bonds, as follows:

- (i) to the payment of costs of the Move Illinois Program;
- (ii) to make any required deposit to the Debt Reserve Account held under the Master Indenture;
- (iii) to deposit the amount representing accrued interest received, if any, to the first interest becoming due on the 2021 New Money Bonds sold;
- (iv) to the payment of interest to become due on the 2021 New Money Bonds of such series for a period not later than three years from the date of issuance of such 2021 New Money Bonds as shall be determined by the Chairman in connection with the issuance of such 2021 New Money Bonds;
- (v) to pay customary expenses related to the issuance of such 2021 New Money Bonds; and
- (vi) to such other purposes that are not inconsistent with the terms and provisions of this Resolution.

*Tax-Exemption and Non-Arbitrage.* The Authorized Officers are hereby authorized to take any actions and execute any documents and certificates necessary to assure that 2021 New Money Bonds issued on a tax-exempt basis comply with federal tax law relating to tax-exempt bonds, including not constituting "arbitrage bonds" under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of such 2021 New Money Bonds, including but not limited to the execution and delivery by one or more of

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**Resolution - Continued**

the Authorized Officers of a Tax Exemption Certificate and Agreement in a form to be approved by bond counsel and by counsel for the Tollway.

*Continuing Disclosure.* The Chairman is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Tollway's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as applicable to the 2021 New Money Bonds of each series, in substantially the form previously used in connection with the issuance of fixed rate revenue bonds issued by the Tollway to finance costs of the Move Illinois Program, with such insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's and the Tollway's approval of such insertions, completions and modifications.

*Authorized Acts.* Each of the Chairman, the Executive Director, the Secretary, the Assistant Secretary, the Chief Financial Officer, the General Counsel and the Chief Engineering Officer of the Tollway are hereby authorized and directed to do all such acts and things and execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable in connection with the issuance of the 2021 New Money Bonds and the execution and delivery of each Supplemental Indenture, Bond Purchase Agreement, Official Statement and Continuing Disclosure Agreement.

*Ratification.* All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the 2021 New Money Bonds are in all respects approved and confirmed.

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**Resolution - Continued**

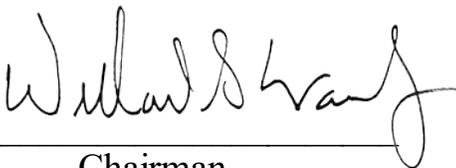
*Costs of Issuance.* The Chief Financial Officer of the Tollway is authorized to pay the costs of issuance of the 2021 New Money Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys' fees, upfront and annual rating agency fees, upfront and annual trustee fees, the premium or fee for bond insurance, if any, and all other reasonable and necessary fees, expenses and costs of the Tollway incurred in connection with the issuance of the 2021 New Money Bonds.

*Approval of Attorney General.* Notwithstanding anything herein to the contrary, the Tollway's approval of each Supplemental Indenture and Bond Purchase Agreement is subject to the further approval of such agreements, as to their form and constitutionality, by the Attorney General of the State of Illinois.

*Severability.* The provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

*Repealer and Effective Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

Approved by:

  
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Chairman

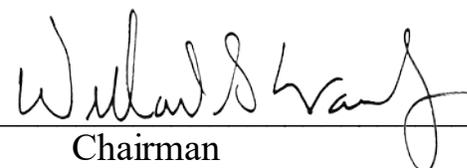
## RESOLUTION NO. 22181

**Background**

Under the State Employees Group Insurance Act of 1971, 5 ILCS 375/11, The Illinois State Toll Highway Authority (“Tollway”) is obligated to reimburse the state health insurance program for retirees who served the Tollway, members of the State Police who served District 15, and those former employees receiving disability benefits through the State Employees Retirement System (“SERS”). A monthly invoice is sent to Central Management Services for its review and approval. Payment in the amount of \$4,133,219.20 for 2020 is required to reimburse CMS for the Tollway’s cost of medical, dental and life insurance benefits for the period on and between January 1, 2020 and December 31, 2020.

**Resolution**

Reimbursement to Central Management Services of the State of Illinois for the Tollway’s pro-rata share of the state’s cost of medical, dental and life insurance benefits for retirees receiving pensions or former employees receiving disability benefits through the State in the amount of \$4,133,219.20 is approved, and the Chief Financial Officer is authorized to issue warrants in payment thereof and take all other measures in furtherance thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22182

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Liferay Software, Maintenance, and Support. Pursuant to the Tollway’s Invitation for Bid No. 20-0181, the Tollway has determined that NXGN, Inc. is the lowest responsive and responsible bidder for Liferay Software Maintenance and Support for an upper limit of compensation not to exceed \$720,720.00 for an initial two-year term and an amount not to exceed \$784,080.00 for a possible two-year renewal term.

**Resolution**

The bid from NXGN, Inc. for the purchase of Liferay Software Maintenance and Support is accepted. Contract No. 20-0181 is approved in an amount not to exceed \$720,720.00 for an initial two-year term and an amount not to exceed \$784,080.00 for a possible two-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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

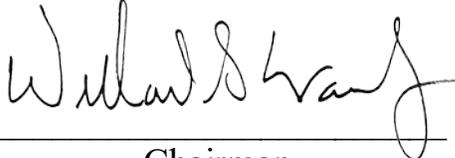
## RESOLUTION NO. 22183

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Electronic Parts. Pursuant to the Tollway’s Invitation for Bid No. 19-0162, the Tollway has determined that J.P. Simons & Co. is the lowest responsive and responsible bidder for Electronic Parts for an upper limit of compensation not to exceed \$88,105.00 for an initial two-year term and an amount not to exceed \$88,105.00 for a possible two-year renewal term.

**Resolution**

The bid from J.P. Simons & Co. for the purchase of Electronic Parts is accepted. Contract No. 19-0162 is approved in an amount not to exceed \$88,105.00 for an initial two-year term and an amount not to exceed \$88,105.00 for a possible two-year renewal term. The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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

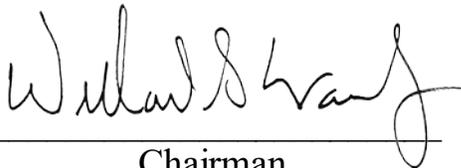
## RESOLUTION NO. 22184

**Background**

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Printing and Mailing Services from Transitions, N.F.P. (d.b.a. The Printer’s Mark), a State Use Vendor (“Contract No. 17-0127”). It is in the best interest of the Tollway to purchase additional Printing and Mailing Services from Transitions, N.F.P. (d.b.a. The Printer’s Mark) by renewing Contract No. 17-0127 and increasing the upper limit of compensation by an amount not to exceed \$14,000,000.00.

**Resolution**

The renewal and associated increase to the upper limit of compensation of Contract No. 17-0127 for the purchase of additional Printing and Mailing Services from Transitions, N.F.P. (d.b.a. The Printer’s Mark) is approved in an amount not to exceed \$14,000,000.00 (increasing the upper limit from \$15,900,000.00 to \$29,900,000.00). 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. 22185

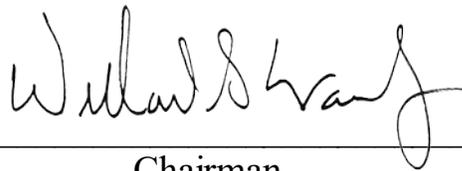
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22057 approved on July 16, 2020, entered into Contract No I-19-4496 with Walsh Construction Company II, LLC for Roadway and Bridge Reconstruction on the Central Tri-State Tollway (I-294) between Mile Post 30.9 Ramp J to Mile Post 31.8 North of I-290. It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4496, by an amount not to exceed \$699,000.00, to provide for underground obstruction removals for three separate sewer installations. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of Contract No. I-19-4496 in an amount not to exceed \$699,000.00.

**Resolution**

An Extra Work Order in the amount of \$699,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4496 (increasing the upper limit from \$44,928,265.60 to \$45,627,265.60) is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

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



Chairman

## RESOLUTION NO. 22186

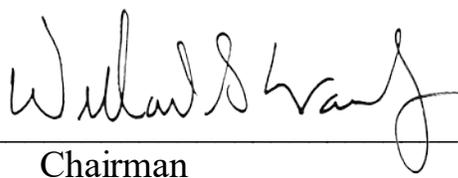
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21789 approved April 18, 2019, entered into an agreement with Infrastructure Engineering, Inc., on Contract No. RR-18-4434, for Construction Management Services on the Reagan Memorial Tollway (I-88) and Systemwide.

Per Tollway request, Infrastructure Engineering, Inc. submitted a proposal to provide Supplemental Construction Management Services upon Request for Contract No. RR-18-4434 in an amount not to exceed \$700,000.00, increasing Contract No. RR-18-4434’s upper limit from \$5,000,000.00 to \$5,700,000.00. It is necessary and in the best interest of the Tollway to accept Infrastructure Engineering, Inc.’s proposal.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an amended agreement with Infrastructure Engineering, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. RR-18-4434 by \$700,000.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the Agreement, 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. 22187

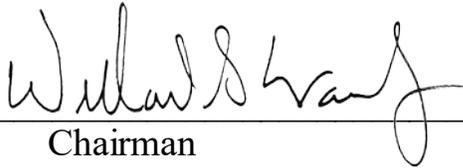
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21397 approved October 26, 2017, entered into an agreement with Jacobs Engineering Group, Inc., on Contract No. I-17-4300, for Design Services for Roadway Reconstruction and Widening on the Tri-State Tollway (I-294) from Mile Post 30.5 (Roosevelt Road) to Mile Post 32.3 (St. Charles Road).

Per Tollway request, Jacobs Engineering Group, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4300 in an amount not to exceed \$2,896,000.00, increasing Contract No. I-17-4300’s upper limit from \$41,245,000.00 to \$44,141,000.00. It is necessary and in the best interest of the Tollway to accept Jacobs Engineering Group, Inc.’s proposal.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an amended agreement with Jacobs Engineering Group, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-17-4300 by \$2,896,000.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the Agreement, 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. 22188

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Roadway Abrasives. Pursuant to the Tollway’s Invitation for Bid No. 20-0022RRR, the Tollway has determined that Thelen Materials, LLC is the lowest responsive and responsible bidder for Roadway Abrasives for an upper limit of compensation not to exceed \$334,095.00 for an initial two-year term and an amount not to exceed \$334,095.00 for a possible two-year renewal term.

**Resolution**

The bid from Thelen Materials, LLC for the purchase of Roadway Abrasives is accepted. Contract No. 20-0022RRR is approved in an amount not to exceed \$334,095.00 for an initial two-year term and an amount not to exceed \$334,095.00 for a possible two-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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. 22189

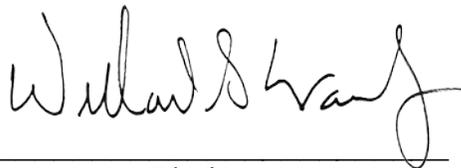
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Aluminum Light Poles, Arms and Frangible Bases. Pursuant to the Tollway’s Invitation for Bid No. 18-0008RR, the Tollway has determined that Production Distribution Companies, Inc. is the lowest responsive and responsible bidder for Aluminum Light Poles, Arms and Frangible Bases for an upper limit of compensation not to exceed \$653,049.95 for an initial two-year term and an amount not to exceed \$1,060,051.58 for a possible three-year renewal term.

**Resolution**

The bid from Production Distribution Companies, Inc. for the purchase of Aluminum Light Poles, Arms and Frangible Bases is accepted. Contract No. 18-0008RR is approved in an amount not to exceed \$653,049.95 for an initial two-year term and an amount not to exceed \$1,060,051.58 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. 22190

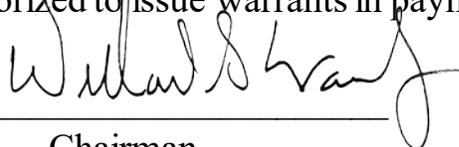
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95<sup>th</sup> Street to Balmoral Avenue (“Project”), including the Plainfield Road Bridge (“Bridge”) that crosses over I-294 and Flagg Creek. The Cook County Department of Transportation and Highways (“County”) is responsible for maintenance of portions of the Bridge and appurtenant facilities. The County requested that the Tollway perform the County’s maintenance responsibilities, as well as include stainless steel reinforcement for bridge deck elements, provide bridge deck smoothness per current Illinois Department of Transportation standards and increase the height of associated retaining walls to accommodate future County projects. The Tollway agreed to perform the Project work and make the upgrades the County requested, subject to the County’s agreement to reimburse the Tollway for its actual costs. The estimated cost of the requested upgrades is \$734,000, which will be satisfied by the County reducing the Tollway’s \$8,219,833 payment obligation to the County in relation to a County-led project pertaining to the EOWA project by \$734,000. *See* December 19, 2019 IGA between the Tollway and the County regarding project between Grand Avenue and Lake Street.. It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the County to memorialize the Tollway’s and County’s understanding regarding the reconstruction of the Bridge.

**Resolution**

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway and the County 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 COUNTY OF COOK**

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 COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (“CCDOH”), (“COUNTY”), 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 the safety of the motoring public, intends to improve the 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"), said improvement to be included in multiple ILLINOIS TOLLWAY construction contract(s);

WHEREAS, the ILLINOIS TOLLWAY is removing and replacing the Plainfield Road bridge structure over the Tri-State Tollway (I-294) and Flagg Creek (herein referred to as “Plainfield Road Bridge”) as part of the Tri-State Tollway (I-294) Improvements. Said structure (ILLINOIS TOLLWAY Bridge 249 IDOT Structure Number 016-9629) is under the Jurisdiction of the COUNTY. Amongst the ILLINOIS TOLLWAY construction contract(s) is Design Contract number I-17-4304, (herein referred to as the “PROJECT”) which include, but are not limited to, making the following improvements:

Bridge demolition, retaining wall construction, temporary and permanent storm sewer systems including pipes and structures, temporary and permanent lighting, temporary and permanent erosion control measures, roadside safety improvements including guardrail, concrete barrier, terminals, and other work, haul road reconstruction, temporary and permanent pavement marking and delineation, maintenance of traffic control measures, earthwork including topsoil stripping, embankment construction, hauling 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. The Plainfield Road Bridge work is shown on “Exhibit A” and consists of Tri-State Tollway (I-294) roadway reconstruction and widening which will require a new grade separation structure to allow for four lanes of traffic with a two-lane Collector-Distributor (CD) Road in each direction as well as full inside and outside shoulders. The bridge new structure consists of a 419-foot long, 3-span bridge with prestressed precast concrete (PPC) I Beams supported on integral abutments and multi-column concrete piers with a 23-degree skew to the substructure. The span lengths are 147’, 154’ and 114’. The structure is 74’-8” wide out to out of deck which includes two lanes in each direction, raised median, raised

sidewalk, flush shared use path, and permanent concrete barriers on each side of the roadway. Work also consists of staging traffic on Plainfield Road, obtaining construction access through COUNTY property, constructing temporary pavement on Plainfield Road, constructing drainage improvements on Plainfield Road, constructing Mechanically Stabilized Earth (“MSE”) retaining walls on COUNTY and ILLINOIS TOLLWAY property, using COUNTY roads for access, and installation of underpass lighting.

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY utilize stainless steel reinforcement for bridge deck elements on the Plainfield Road Bridge (Structure Number 249) over I-294 and Flagg Creek as part of the PROJECT;

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY provide bridge deck smoothness per the Illinois Department of Transportation (IDOT) specifications on the Plainfield Road Bridge over I-294 and Flagg Creek as part of the PROJECT;

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY build the proposed retaining walls to the full height needed for future COUNTY improvements, including related earthwork and grading, fence, and drainage structures, approaching the Plainfield Road Bridge over I-294 and Flagg Creek as part of the PROJECT;

WHEREAS, the COUNTY agrees to reimburse the ILLINOIS TOLLWAY for the cost of upgrading to stainless steel reinforcement on the Plainfield Road Bridge over I-294 and Flagg Creek;

WHEREAS, the COUNTY agrees to reimburse the ILLINOIS TOLLWAY for the cost of providing bridge deck smoothness per the IDOT specifications on the Plainfield Road Bridge over I-294 and Flagg Creek;

WHEREAS, the COUNTY agrees to reimburse the ILLINOIS TOLLWAY for the increased cost to build the proposed retaining walls to the full height needed for future COUNTY improvements, including related earthwork and grading, fence, and drainage structures, on the Plainfield Road Bridge over I-294 and Flagg Creek;

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY IGA #004297-6, desire to determine and establish their respective responsibilities toward maintenance of the Plainfield Road Bridge as proposed;

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY by this instrument, desire to determine and establish their respective responsibilities toward engineering, right-of-way and/or property acquisition, utility relocation, construction, funding and maintenance of the PROJECT, and Plainfield Road Bridge as proposed and outlined in the Letter of Understanding (“LOU”) dated June 15, 2020 and fully executed June 30, 2020 and attached as “EXHIBIT B”;

WHEREAS, the PARTIES agree that per a separate agreement, the COUNTY and the Villages adjacent to the Plainfield Road Bridge will document their respective maintenance responsibilities of the Plainfield Road Bridge including the sidewalk and multi-use path;

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

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001 *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, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final construction plans, specifications, special provisions and cost estimates (collectively, the “plans and specifications”) for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered, in both paper and electronically, to the COUNTY by the ILLINOIS TOLLWAY.
- C. The COUNTY shall review the plans and specifications which impact the COUNTY's maintained facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY 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 COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's maintained facilities. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be in accordance with Section IX. of this AGREEMENT.

- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including ensuring 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 COUNTY shall grant and consent, in a reasonable amount of time, to any and all permits for right of access (ingress and/or egress) and/or temporary use of its property and right-of-way within the PROJECT limits to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right(s)-of-way and property (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
  
- B. Right(s)-of-way or other property acquired exclusively for construction of I-294, or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
  
- C. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to ILLINOIS TOLLWAY format.
  
- D. The ILLINOIS TOLLWAY, at its own expense, shall acquire all necessary right(s)-of-way or other property (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications.
  
- E. The transfer of property interests is not required between the PARTIES for this AGREEMENT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES that there will be no exchange of any property interests pursuant to the AGREEMENT.

- F. Upon full execution of this AGREEMENT, if during the construction of the PROJECT it becomes necessary for either PARTY (or their agents, consultants or contractors of any tier) to enter upon and temporarily use lands owned by the other PARTY, then permission for the ingress and egress, temporary use, and, if necessary, subsequent restoration will be granted subject only to proper notification by the PARTY requiring access to the PARTY owning said lands; provided, however, that if the issuance of a permit is determined to be required, said permit shall be issued without delay upon receipt of the aforementioned notification. This permission or permit will be granted with waiver of all fees and free of any consideration.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY right(s)-of-way or property 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.
- C. The COUNTY agrees to make arrangements for and issue permits, at no cost to the ILLINOIS TOLLWAY, for PROJECT required adjustments to utility facilities located on existing COUNTY right(s)-of-way or property, and on proposed COUNTY right(s)-of-way or property which are outside areas of ILLINOIS TOLLWAY jurisdiction, where improvements to COUNTY facilities are proposed to be done as part of the PROJECT.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue permits, at no cost to the COUNTY, for PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY right(s)-of-way or property, and on proposed ILLINOIS TOLLWAY right(s)-of-way or property, and on proposed ILLINOIS TOLLWAY right(s)-of-way or property which are outside areas of COUNTY jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT.
- E. At all locations where utilities are located on COUNTY right(s)-of-way or property and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the COUNTY 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 COUNTY for any and all out of pocket costs

the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.

- F. At all locations where utilities are located on ILLINOIS TOLLWAY right(s)-of-way or property and must be adjusted due to work proposed by the COUNTY, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the COUNTY's utilities are located on ILLINOIS TOLLWAY right(s)-of-way or property and must be adjusted due to work proposed by the COUNTY or due to work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The COUNTY agrees to 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.

#### **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. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, or receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the COUNTY. In the event of disapproval, the COUNTY will detail in writing its objections to the plans and specifications for revision and consideration by the ILLINOIS TOLLWAY. Any dispute concerning the plans and specifications shall be in accordance with Section IX of this AGREEMENT.
- C. After award of the construction contract(s), and, if necessary, coordination of proposed revisions to the plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY 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 COUNTY's system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work

included in the PROJECT that affects the COUNTY's system and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- E. Notices required to be delivered by either PARTY shall be delivered as indicated in Section IX of this agreement.
- F. The ILLINOIS TOLLWAY shall require that the COUNTY, 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 COUNTY 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 ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the COUNTY does not perform a final inspection within fifteen (15) 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 COUNTY. At its election, 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 COUNTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) 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 the corrective work. The COUNTY shall perform such joint re-inspections within ten (10) calendar days under the same terms as the original inspection after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- I. As-built drawings of the PROJECT and utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the COUNTY, in both paper and electronically, within sixty (60) days after completion of the PROJECT.

## V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right-of-way, property, construction engineering and construction costs subject to reimbursement by the COUNTY as herein stipulated.
- B. The COUNTY has requested the ILLINOIS TOLLWAY include stainless steel reinforcement, and diamond grinding and surface smoothness testing bridge sections, including the bridge deck, bridge approach slab, transition approach shoulder slab, transition approach slab, and up to twenty-five 25 feet of adjacent pavement and retaining walls to the full height needed for future COUNTY improvements, including related earthwork and grading, fence, and drainage structures (“ENHANCEMENTS”) on the Plainfield Road Bridge reconstruction. The estimated cost for the ENHANCEMENTS is \$500,000 for the stainless steel reinforcement, and \$120,000 for the diamond grinding, and \$114,000 for retaining wall height increases for an estimated total cost to the COUNTY of \$734,000 in requested ENHANCEMENTS.
- C. The estimated costs of upgrades requested by the COUNTY for the Plainfield Road Bridge reconstruction shall be accounted for as a credit to the ILLINOIS TOLLWAY for cost participation in the County Line Road: Grand Avenue to Lake Street project, memorialized in a separate Intergovernmental Agreement, fully executed by the PARTIES December 19, 2019.
- D. Either the COUNTY 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. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the COUNTY.
- B. The term “local roadway” refers to any highway, road or street under the jurisdiction of the COUNTY.

- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or 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, including compliance with state laws and local ordinances.
  2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls, retaining walls, 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.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may

proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

- H. The term "approve" refers to the duty of each- PARTY not only to consult with the other PARTY but also, if necessary, to provide consent for the proposed action and to retain a record which documents such consent.
- I. 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.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
  - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local roadway.
  - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local roadway over the Toll Highway.
  - 3. 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.

**VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety.
- B. The COUNTY agrees to maintain, or cause to maintain, Plainfield Road including all facilities, sidewalks, bike paths, concrete barriers, drainage scuppers, inlets, frames and grates, and any and all fences, walls, lighting, in its entirety.
- C. The bridge under this AGREEMENT is of the following type as described in Section VI. J. above.

Bridge Structure Type	Affected Roadway	IDOT Structure Number	ILLINOIS TOLLWAY Bridge Number
2	Plainfield Road over I-294	016-9629	249

Type 2 – COUNTY Roadway over ILLINOIS TOLLWAY Right-of-Way and property.

- 1. The COUNTY has all maintenance responsibility as to the following:
  - a. Local roadway and local highway roadway approaches to the grade separation structure for the Plainfield Road Bridge, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach

slabs, approach embankments and all parts of retaining walls outside ILLINOIS TOLLWAY right-of-way.

- b. The following portions of the grade elevation structure:
  - i. The wearing surface;
  - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
  - iii. Drainage facilities above structural beams and girders;
  - iv. All fences installed on the overpass including those installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic and those installed on the parapet of the bridge;
  - v. All COUNTY signals, signs, and pavement markings;
  - vi. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a party, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
  - vii. All drainage facilities carrying exclusively COUNTY drainage;
  - viii. Ice and snow removal accomplished in such a manner as to not block or obstruct I-294.

- 2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions of the grade separation structure not maintained by the COUNTY as set forth herein, including but not limited to the following:

- a. All parts of the grade separation structure not specifically listed in Section VII.C.1. above, including, but not limited to, beams, girders, slope walls, abutments and piers;
- b. All parts of retaining walls within ILLINOIS TOLLWAY right(s)-of-way and property.
- c. All fences along ILLINIOIS TOLLWAY routes, except COUNTY highway overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
- d. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
- e. All remaining drainage facilities installed for the purpose of carrying exclusively ILLINOIS TOLLWAY drainage;
- f. All underpass lighting.

- D. The COUNTY agrees that the ILLINOIS TOLLWAY reserves the exclusive right to review the following:

1. Any signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right(s)-of-way or property.
  2. The permitting of any and all loads traversing the grade separation structure within the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;
  3. Pavement markings, including embedded reflectors;
  4. Standards governing right-of-way maintenance;
- E. 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.

#### **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. It is understood and agreed by the PARTIES that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES regarding maintenance of the Plainfield Road Bridge over I-294.
- B. During construction, the COUNTY shall continue to maintain all portions of the local roadways within the geographic scope of the work of the PROJECT within the COUNTY'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).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, 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.
- D. The COUNTY and the ILLINOIS TOLLWAY 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.
- E. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any interchange for the efficient removal of snow, ice, and debris or for incident management.

## IX. GENERAL PROVISIONS

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction of I-294 Tri-State Tollway. The COUNTY shall retain jurisdiction of Plainfield Road traversed or affected by I-294, 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. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the Plainfield Road Bridge 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 COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld, subject to the discretion of the Board of Directors of the ILLINOIS TOLLWAY if necessary.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, in reference to the Toll Highway, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's Superintendent 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 (other than specified in Section IX.G. below), the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the COUNTY's roadway, or a dispute concerning the plans and specifications for the COUNTY's roadway, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's Superintendent shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the COUNTY's roadway, the decision of the COUNTY's Superintendent shall be final as long as that decision does not delay delivery 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, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. This AGREEMENT does not, and shall not be construed to, create any rights, responsibilities, or causes of action in any third parties except as specified herein.
- K. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois, except for the law of conflicts of law, shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in the Circuit Court of 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, or their designate(s) 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](mailto:paulkovacs@getipass.com)

To the COUNTY:

Cook County Department of  
 Transportation and Highways  
 69 W. Washington Street, 24<sup>th</sup> Floor  
 Chicago, Illinois 60602  
 Attn: Acting Superintendent  
[Jennifer.Killen@cookcountyil.gov](mailto:Jennifer.Killen@cookcountyil.gov)

The PARTIES may exchange electronic mail addresses without amending this AGREEMENT.

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

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

**THE COUNTY OF COOK**

By: \_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

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

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

RECOMMENDED BY:

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

\_\_\_\_\_  
Jennifer (Sis) Killen, P.E., PTOE  
Acting Superintendent  
County of Cook  
Department of Transportation and Highways

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Willard S. Evans, Jr.  
Chairman

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

By: \_\_\_\_\_  
Michael Colsch  
Chief Financial Officer

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

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

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Tom Forgue, Assistant Attorney General





June 15, 2020

Mr. John Yonan, P.E.  
Superintendent  
Cook County Department of Transportation & Highways  
69 W. Washington Street  
Chicago, Illinois 60602

**Re: Letter of Understanding**  
Central Tri-State Rehabilitation and Reconstruction

Dear Mr. Yonan,

This Letter of Understanding (“LOU”), executed in duplicate, has been prepared to outline the general understanding between the Cook County Department of Transportation & Highways (“CCDOTH”) and the Illinois State Toll Highway Authority (“Illinois Tollway”), (referred to individually as “Party” and together as “Parties”), with regard to the Illinois Tollway’s proposed rehabilitation and reconstruction of the Tri-State Tollway and its impact to CCDOTH owned facilities.

**Background:**

The Illinois Tollway, in order to improve the free flow of traffic and continue to ensure safety to the motoring public, has commenced with a series of improvements to the Tri-State Tollway (I-294), crossroad bridges and appurtenant facilities from 95<sup>th</sup> Street to Balmoral Avenue, (“Project”). Included with these mainline and crossroad bridge improvements, are rehabilitation of the 5<sup>th</sup> Avenue Cutoff bridge structure (SN 185) over I-294, replacement of the Plainfield Road bridge structure (SN 249) over I-294, widening of the I-294 bridges (SN 193 and SN 194) over Wolf Road and replacement of the I-294 bridges (SN 171, SN 173 and SN 175) over 87<sup>th</sup> Street and Roberts Road. A map showing the bridge locations is included in “Exhibit A” attached hereto.

The Illinois Tollway is developing contract documents for the Project and will submit to CCDOTH, for review and comment; preliminary plans for improvements to CCDOTH owned facilities.

The Project is the responsibility of the Illinois Tollway. The rehabilitation of the 5<sup>th</sup> Avenue Cutoff bridge was completed in December of 2018. Contract Advertisement is tentatively scheduled for Summer 2020 for the Wolf Road, 87<sup>th</sup> and Roberts Road bridges. Contract Advertisement is tentatively scheduled for Fall 2021 for the Plainfield Road bridge. Construction of the aforementioned bridges is anticipated to be completed in 2022.

The Illinois Tollway desires to enter into one or more Intergovernmental Agreements with CCDOTH memorializing the commitments in this LOU.

**1. The Illinois Tollway will:**

- a. Fund the Tri-State Tollway Interchange Impact Study analyzing opportunities from 95th Street to 159th Street. The study will be conducted by the Illinois Tollway Traffic Engineering Consultant at an estimated cost of \$325,000. The study area is shown in “Exhibit B” attached hereto.
- b. Implement aesthetics treatments to mainline Tri-State Tollway bridges over Wolf Road and over 87<sup>th</sup> Street and Roberts Road per the Illinois Tollway aesthetics plan.
- c. Rehabilitate the 5<sup>th</sup> Avenue Cutoff Bridge over I-294. The work was completed in December 2018. The Illinois Tollway will resolve any outstanding punch list items.
- d. Lead efforts to secure right-of-way or easements for CCDOTH for the roadways from the east and west leading up to the 5<sup>th</sup> Avenue Cutoff Bridge over I-294.
- e. Reconstruct the Plainfield Road bridge over I-294 and Flagg Creek in accordance with the Project Plans and Specifications, providing additional bridge deck, substructure, and superstructure width to accommodate a new multi-use path on the south side of the bridge. The Plainfield Road bridge over I-294 and Flagg Creek work will include work requested by CCDOTH including, but not limited to, utilizing stainless steel reinforcement for bridge deck elements and providing bridge deck smoothness per Illinois Department of Transportation specifications, subject to reimbursement by CCDOTH to the Illinois Tollway.
- f. Reconstruct the I-294 bridges over 87<sup>th</sup> Street and Roberts Road in accordance with the Project Plans and Specifications. The work includes, but is not limited to, installation of underpass lighting, removal of the frontage road east of I-294 connecting 87<sup>th</sup> Street to Roberts Road; temporary traffic signal installation, and provide funding equal to in-kind replacement of the permanent signals and equipment of the 87<sup>th</sup> and Roberts Road intersection and adjust and repair drainage structures along 87<sup>th</sup> Street and Roberts Road within the contract limits. The 87<sup>th</sup> Street and Roberts Road work will include work requested by CCDOTH including, but not limited to, roadway widening and traffic signal modernization at 87<sup>th</sup> Street and Roberts Road, including traffic signal interconnect installation subject to reimbursement by CCDOTH to the Illinois Tollway.
- g. Convey fee ownership of right-of-way to CCDOTH to include land used for the newly installed sidewalks and signals subject to retaining a permanent easement for the Tri-State Tollway over 87<sup>th</sup> and Roberts Rd. bridges.
- h. Widen the I-294 bridges over Wolf Road in accordance with the Project Plans and Specifications. The work includes, but is not limited to, installation of underpass lighting in accordance with CCDOTH requirements and paved shoulder on the west and east side of Wolf Road under I-294 bridges.

- i. Make any necessary surveys, perform preliminary and final design engineering, and perform construction engineering for the Project except as otherwise indicated herein.
- j. Advertise and receive bids, award contracts, and cause the Project to be constructed in accordance with the Project plans and specifications.
- k. Account for and offset the costs incurred by the Illinois Tollway for CCDOTH requested work associated with the Plainfield Road over I-294 and Flagg Creek project and the I-294 over 87<sup>th</sup> Street and Roberts Road project with the costs incurred by the CCDOTH for County Contract S01-B, identified in an Intergovernmental Agreement fully executed December 19, 2019, and reimburse the County for the remaining balance following offset.
- l. Prepare and enter into intergovernmental agreements with CCDOTH to include reimbursable engineering, right of way, construction costs, and maintenance responsibilities as described herein.

**2. CCDOTH will:**

- a. Promptly review all permit applications and, at no additional cost to the Illinois Tollway, issue permits necessary to construct the portions of the Project within the CCDOTH jurisdiction as identified in this LOU, including the temporary use and improvement of CCDOTH right of way.
- b. Account for the actual costs of the CCDOTH requested enhancements to the Plainfield Road over I-294 and Flagg Creek project, and the I-294 over 87<sup>th</sup> Street and Roberts Road project, and provide credit for said amount to the Illinois Tollway for the actual costs incurred by CCDOTH for County Contract S01-B, identified in an Intergovernmental Agreement fully executed December 19, 2019. As shown in "Exhibit C", estimated CCDOTH costs for requested improvements to Plainfield Road over I-294 and Flagg Creek and for I-294 over 87<sup>th</sup> Street and Roberts Road are \$5,720,000. Estimated Illinois Tollway costs for participation in County Contract S01-B, identified in an Intergovernmental Agreement fully executed December 19, 2019 are \$8,219,833.
- c. Subject to final inspection, assume ownership and maintenance responsibilities of the rehabilitated 5<sup>th</sup> Avenue Cutoff bridge deck over I-294.
- d. Upon construction completion, assume ownership and maintenance responsibilities of the newly constructed bridge deck for the Plainfield Road bridge over I-294 and Flagg Creek.
- e. Provide design of underpass lighting, pavement, safety appurtenance, and drainage improvements, and design of any temporary traffic signals and the permanent traffic signals

and equipment, including proposed layout, modernization and traffic signal interconnect at the 87<sup>th</sup> and Roberts Road intersection.

- f. Upon construction completion, assume ownership and maintenance responsibilities of the newly constructed underpass lighting system and traffic signals at 87<sup>th</sup> Street and Roberts Road.
- g. Upon construction completion, continue ownership and maintenance responsibilities of the vacated frontage road from 87<sup>th</sup> Street to Roberts Road (on the east side of I-294).
- h. Upon construction completion, continue ownership and maintenance responsibilities of the 87<sup>th</sup> Street and Roberts Road within CCDOTH right-of-way.
- i. Upon construction completion, assume ownership and maintenance responsibilities of the newly constructed shoulders and underpass lighting system at Wolf Road.
- j. Enter into intergovernmental agreements with the Illinois Tollway to include reimbursable engineering, right of way, construction costs, and maintenance responsibilities as described herein

Please confirm your concurrence with the above understanding by countersigning, dating and returning one original.

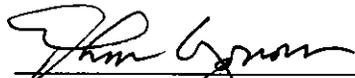
If you have any questions, please contact our Intergovernmental Agreements Manager, Jim McDonough at 331-238-4906.

Sincerely,

  
Paul Kovacs (Jun 15, 2020 10:41 CDT)

Paul D. Kovacs, P.E.  
Chief Engineering Officer

CONCUR:



John Yonan  
Superintendent

Cook County Department of Transportation & Highways

DATE:

6/30/2020

PDK/jm

cc: Rocco Zucchero, Lanyea Griffin, Manar Nashif, Jim McDonough, Richard A. Young, Bridget Malinowski, Dave Wilson, John Sadler, Tara Orbon

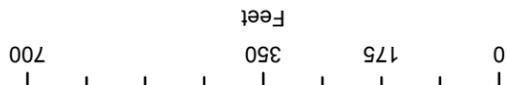
LOU\_CTS\_CCDOTH\_For Signature\_06.15.2020



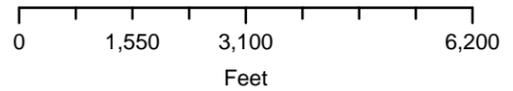
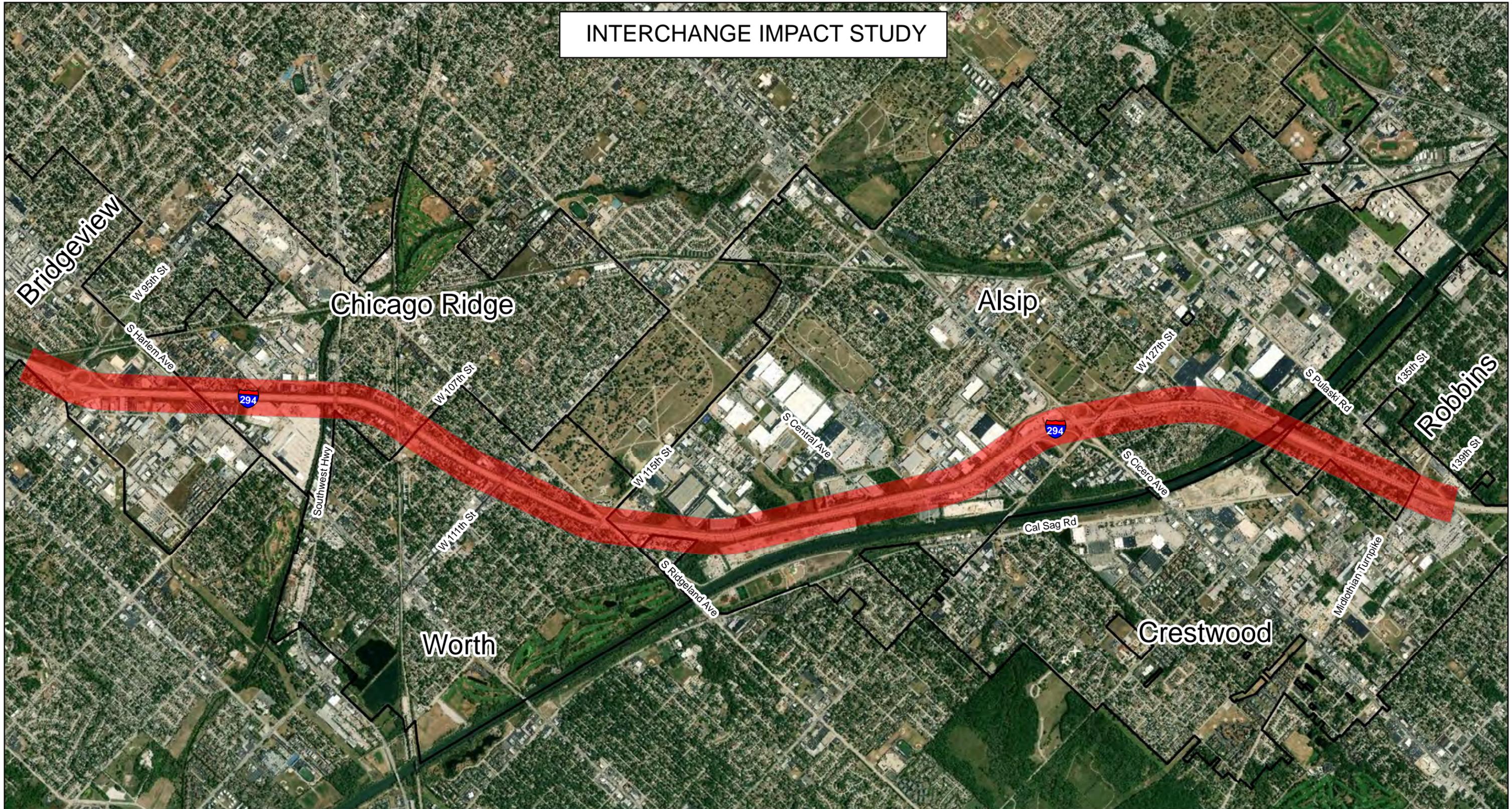
**Legend**

● Area of Interest

□ Municipality Boundary



# INTERCHANGE IMPACT STUDY



**Legend**

-  Area of Interest
-  Municipality Boundary

EXHIBIT B



11/02/2018

EXHIBIT C

**Cost Offsets Amongst Projects by Agency**

<b>Cost Responsibility:</b>	<b>87<sup>th</sup> Street/Roberts Road</b>	<b>Plainfield Road and Flagg Creek Bridge</b>	<b>County Line Road (S01-B)</b>	<b>Total Cost</b>
Tollway			\$8,219,833	\$8,219,833
CCDOTH	\$5,100,000	\$620,000		\$5,720,000
			<b>Estimated balance to CCDOTH:</b>	\$2,499,833

## RESOLUTION NO. 22191

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95<sup>th</sup> Street to Balmoral Avenue, and in connection therewith, the Tollway is constructing the Mile Long Bridge (“Project”). For purposes of the Project, the Tollway needs to acquire a temporary easement over approximately five acres of property owned by the Metropolitan Water Reclamation District of Greater Chicago (“District”), for 27 months, for construction staging, equipment storage and material management. The District agreed to convey the temporary easement to the Tollway at a cost of no more than \$1,662 per acre per month. To memorialize the Tollway’s and the District’s understanding regarding the conveyance of the temporary easement, it is in the best interest of the Tollway to enter into a First Addendum to the parties’ June 2019 Intergovernmental Agreement pertaining to the Mile Long Bridge.

**Resolution**

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare this First Addendum 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: William S. Kravitz  
Chairman

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO**

This First Intergovernmental Agreement Addendum (“FIRST ADDENDUM”) is entered into by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY (“ILLINOIS TOLLWAY”), an instrumentality and administrative agency of the State of Illinois, and THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (“DISTRICT”), a unit of local government and body corporate and politic, individually referred to as “PARTY” and collectively as “PARTIES”.

**RECITALS:**

WHEREAS, in order to promote the public welfare and facilitate the free flow of vehicular traffic in Illinois by providing convenient and safe toll highways, the ILLINOIS TOLLWAY is making improvements to the Tri-State Tollway (“I-294 or Toll Highway”), crossroad bridges and appurtenant facilities from 95<sup>th</sup> Street to Balmoral Avenue (“PROJECT”);

WHEREAS, the PARTIES entered into an Intergovernmental Agreement (“AGREEMENT”) dated June 7, 2019, and attached as “Exhibit A”, pursuant to which the PARTIES established their respective responsibilities regarding engineering, right-of-way acquisition, utility relocation, construction, funding and maintenance as each relate to the reconstruction of the Mile Long Bridge that spans over the IC Railroad tracks, I&M Canal, Chicago Sanitary and Ship Canal (a.k.a., Main Channel), Lawndale Avenue Solids Management Area (LASMA Island), Des Plaines River, and BNSF Railroad Tracks and its impacts to the DISTRICT;

WHEREAS, the ILLINOIS TOLLWAY has identified the need to utilize land owned by the DISTRICT to more efficiently construct the PROJECT, and requests that the DISTRICT grant a temporary easement to Parcel TW-3B-16-004.11T (“PARCEL”) to the ILLINOIS TOLLWAY as shown on “Exhibit B” attached, for use during construction of the PROJECT;

WHEREAS, the DISTRICT agrees to grant the ILLINOIS TOLLWAY a temporary easement to the PARCEL at a cost per acre comparable to the cost per acre charged the Tollway in the AGREEMENT;

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 DISTRICT, by virtue of its powers as set forth in the Metropolitan Water Reclamation District Act, 70 ILCS 2605/1, *et seq.*, is authorized to enter into this FIRST ADDENDUM;

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. The DISTRICT agrees to convey temporary easement to the PARCEL as generally depicted on “Exhibit B” attached.
- C. The PARTIES agree the cost of the conveyance of the temporary easement to the PARCEL shall be no more than \$1,662 per month, per acre; the temporary easement shall be for up to five (5) acres, which shall be determined and identified by the Tollway based on its construction needs; the term of the temporary easement shall commence upon full execution of this AGREEMENT and end no later than June 30, 2023.
- D. The PARTIES agree the cost of the temporary easement shall not exceed \$224,370.00
- E. Upon full execution of this FIRST ADDENDUM, the DISTRICT shall grant and consent to any and all permits, rights of access (ingress and egress), and temporary use of the property described in this FIRST ADDENDUM without charge to the ILLINOIS TOLLWAY.
- F. The ILLINOIS TOLLWAY agrees that upon full execution of this FIRST ADDENDUM, and receipt of an invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay the DISTRICT in a lump sum its obligation incurred under this FIRST ADDENDUM, an amount of \$224,370.
- G. 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.
- H. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

DRAFT

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

**THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

\_\_\_\_\_  
Marcelino Garcia, Chairman of the Committee on Finance

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Head Assistant Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
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

**Exhibit A**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND THE  
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER  
CHICAGO**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 7<sup>TH</sup> day of JUNE, 2019, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a unit of local government and body corporate and politic, hereinafter called the "DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95<sup>th</sup> Street in Oak Lawn (Mile Post 17.5) to Balmoral Avenue in Rosemont (Mile Post 40.0), (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, the ILLINOIS TOLLWAY, as part the aforementioned improvement, is removing and replacing the Mile Long Bridge that spans over the IC Railroad tracks, I&M Canal, Chicago Sanitary and Ship Canal (a.k.a., Main Channel), Lawndale Avenue Solids Management Area (LASMA Island), Des Plaines River, and BNSF Railroad Tracks (hereinafter referred to as the "PROJECT"); and

WHEREAS, the DISTRICT agrees to sell to the ILLINOIS TOLLWAY certain lands necessary for the PROJECT and grant certain permanent and temporary easements to the ILLINOIS TOLLWAY, as shown on "Exhibit A" attached hereto for use in construction and maintenance of the PROJECT; and

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

WHEREAS, the DISTRICT, by virtue of its powers as set forth in the "Metropolitan Water Reclamation District Act", 70 ILCS 2605/1 *et seq.*, is authorized to enter into this AGREEMENT; and

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

WHEREAS, authority to enter into this Agreement was granted by the ILLINOIS TOLLWAY's Board of Directors on March 21, 2019; and

WHEREAS, authority to enter into this Agreement was granted by the DISTRICT's Board of Commissioners on April 18, 2019.

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

## **I. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all lands and easements (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. Lands acquired exclusively for construction of I-294 or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- C. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the ILLINOIS TOLLWAY format.
- D. The ILLINOIS TOLLWAY, at its own expense, shall acquire all lands and easements (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications.
- E. The property interests on DISTRICT property required for construction of the PROJECT and drainage maintenance as shown on "Exhibit A" attached hereto shall be transferred and conveyed free and clear of all encumbrances as set forth in the real estate documents between the parties.
- F. The DISTRICT agrees to convey to the ILLINOIS TOLLWAY (for which the ILLINOIS TOLLWAY presently intends to use part or all of such parcel) as a right of way, clear title to, and full ownership of Parcel TW-3B-16-004 as shown on "Exhibit A", and legally described on "Exhibit B" attached hereto, satisfactory to the ILLINOIS TOLLWAY, provided, however, the ILLINOIS TOLLWAY shall allow the DISTRICT a reservation of permanent easement across said parcel for purposes of maintenance of DISTRICT facilities and for ingress to and egress from adjacent District lands (such ingress and egress rights extend to the District's agents, employees, lessees, permittees, and invitees).
- G. The DISTRICT agrees to convey permanent easements to Parcels TW3B-16-004.01P, TW3B-16-004.02P, TW3B-16-004.03P, TW3B-16-004.04P, TW3B-16-004.05P, TW3B-16-004.06P, TW3B-16-004.07P, and TW3B-16-004.10P, and

temporary easement to Parcels TW3B-16-004.08T, and TW3B-16-004.09T as shown on “Exhibit A”, and legally described on “Exhibit B” attached hereto.

- H. To effectuate the transfers contemplated above, the ILLINOIS TOLLWAY shall provide the necessary plats and legal descriptions to effect the transfer of properties to the ILLNOIS TOLLWAY by the DISTRICT.
- I. It is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT other than as stipulated for the PROJECT as noted herein.

## **II. FINANCIAL**

The ILLINOIS TOLLWAY agrees to pay the DISTRICT as compensation for the conveyance of the parcel identified in Paragraph I(F) of this AGREEMENT and to grant the easements identified in Paragraph I(G) of this Agreement to the ILLINOIS TOLLWAY at an agreed fair market value of **\$4,066,500.00**. This amount includes compensation for any and all access rights, together with damages to the remainder of DISTRICT’s property, if any, including, but not limited to any diminution in value due to acquiring the property interests herein or due to the construction and operation of the Toll Highway. This amount also includes compensation for any improvements on the property and any potential damages to improvements on the property or any remainder or other property owned by the DISTRICT but not acquired by the ILLINOIS TOLLWAY.

## **III. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the DISTRICT and the ILLINOIS TOLLWAY exclusively, and it does not create any rights, interests, or causes of action in any third party.
- B. It is understood and agreed by the PARTIES hereto that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The DISTRICT shall retain jurisdiction of the property where the John Husar Trail is located and the LASMA Island roadway network traversed or affected by the I-294 PROJECT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. 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 the transfers of the property rights that are the subject of this AGREEMENT.
- D. Notwithstanding Paragraph III(C) above, the PARTIES acknowledge that a quitclaim deed will be prepared and signed governing the sale of DISTRICT land

pursuant to this AGREEMENT, a 5-year easement agreement will be entered into by the PARTIES governing the temporary easement to be granted pursuant to this AGREEMENT, and a perpetual easement agreement will be entered into by the PARTIES governing the permanent easement to be granted pursuant to this AGREEMENT.

- E. 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.
- F. Not later than fourteen (14) calendar days after execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT.
- G. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Engineering of the DISTRICT 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 as to the PROJECT, and the decision of the Director of Engineering shall be final as to District infrastructure or facilities.
- H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. 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.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. 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 covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DISTRICT unless such provision is waived in writing.

- M. It is agreed that the laws of the State of Illinois, except for the law of the conflict of laws, shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. 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 or their designated representatives at the following addresses. The PARTIES agree that they may exchange e-mail addresses for purposes of implementing this Paragraph and any other notice requirements, without amending this AGREEMENT.

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

To the DISTRICT:                      The Metropolitan Water Reclamation  
District of Greater Chicago  
100 East Erie Street  
Chicago, IL 60611  
Attn: Executive Director

- O. 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 and/or the DISTRICT under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The DISTRICT further agrees to cooperate fully with any audit and to make its books and records, and 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.
- P. The DISTRICT also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The DISTRICT will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

- Q. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- R. This Agreement shall be effective on the date that the last signature is affixed hereto and shall extend until the expiration of the temporary easements or the completion of the Project, whichever is sooner, unless otherwise terminated in accordance with this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

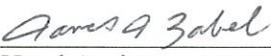
**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

 6.4.19  
Frank Avila, Chairman of the Committee on Finance Date

ATTEST:

 6.4.19  
Clerk Date

APPROVED AS TO FORM AND LEGALITY:

 05.29.19  
Head Assistant Attorney BJD Date

 5.29.19  
General Counsel Date

APPROVED:

 5.31.19  
Executive Director Date

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: José R. Alvarez  
José R. Alvarez  
Executive Director

Date: 6-7-19

By: Michael Colsch  
Michael Colsch  
Chief Financial Officer

Date: 6-6-19

By: Kathleen Pasulka-Brown  
Kathleen Pasulka-Brown  
General Counsel

Date: 6-5-2019

Approved as to Form and Constitutionality

Tom Forgue  
Tom Forgue, Assistant Attorney General, State of Illinois

# Exhibit B

## TW-3B-16-004.11T



## RESOLUTION NO. 22192

**Background**

To avoid the risks and uncertainties of litigation, it is in the best interest of The Illinois State Toll Highway Authority to enter into a settlement agreement with Martam Construction Company, Inc. (“Martam”) and thereby amicably resolve *Martam Construction Company, Inc. v. The Illinois State Toll Highway Authority*, Case No. 2020 L 000408.

**Resolution**

The proposed settlement is approved, consistent with the terms and conditions presented to the Board of Directors in Executive Session. The General Council is authorized to prepare an agreement consistent with such terms, 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

## RESOLUTION NO. 22193

**Background**

To avoid the risks and uncertainties of litigation, it is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into a settlement agreement with Oracle America, Inc. and Mythics, Inc. and thereby amicably resolve issues regarding the Tollway’s ongoing responsibility for annual fees for technical support services.

**Resolution**

The proposed settlement is approved, consistent with the terms and conditions presented to the Board of Directors in Executive Session. The General Council is authorized to prepare an agreement consistent with such terms, 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