

RESOLUTION NO. 21104

DEFERRED

Chairman determined not to move forward with this resolution at the August Board of Directors meeting.

Background

Resolution

Approved by: _____
Chairman

RESOLUTION NO. 21105

Background

The State Finance Act, 30 ILCS 105/6z-27, provides that the Auditor General of the State of Illinois (“Auditor General”) may bill entities for the cost, incurred on their behalf, of audits, studies, and investigations, unless specifically prohibited from doing so under trust fund provisions.

The Office of the Auditor General, in carrying out its statutory duties under the Illinois State Auditing Act, 30 ILCS 5/1-1 *et seq.*, performed an audit of the Tollway’s 2015 financial statements and notified the Tollway of its obligation to pay for such audit.

The Auditor General has determined that, pursuant to 30 ILCS 105/6z-27, the Tollway is responsible to direct the State Comptroller and State Treasurer to request the transfer reimbursement for the allocated costs to the Audit Expense Fund.

Resolution

Payment to the Auditor General of the State of Illinois to the Audit Expense Fund in the amount of \$622,200.00 incurred for the audit period ending December 31, 2015, is approved and the Chief of Finance is authorized to approve the issuance of warrants or other proper form of intra-agency reimbursement in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21106

Background

The Illinois State Toll Highway Authority, with the approval of its Consulting Engineer, instituted a self-insured workers' compensation program effective May 1, 1988. Paragraph 715.4(1) of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority, dated March 31, 1999, requires that "each such self-insurance program shall include an actuarially sound reserve fund, if any, as recommended by the Consulting Engineers, out of which claims are to be paid and the adequacy of such funds shall be evaluated not later than 90 days after the end of each insurance year."

The Tollway has established a locally-held depository account known as the Workers' Compensation Insurance Claim Reserve Fund ("Fund") for its workers' compensation self-insurance program, the balance of which is net of all workers' compensation claims paid through such date. The Illinois State Toll Highway Authority, and the Consulting Engineer, are recommending the approval of funding for the Fund for the program year of May 1, 2016 through April 30, 2017 in the amount of \$7,922,000. Also recommended is a reduction of \$3,712,000 for open claims for program years prior to April 30, 2016.

Resolution

The Chief of Finance is authorized to: 1) approve deposits to (and deductions from) the Fund to establish or maintain its balance per the amounts as indicated above; and 2) approve payments of workers' compensation claims and settlements from the Fund that have been properly authorized. The Chief of Finance is further authorized to take any administrative actions consistent with the foregoing to achieve the effect of an actuarially sound workers' compensation reserve fund.

Approved by: _____

Chairman

RESOLUTION NO. 21107

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring the services of Hearing Officers. Pursuant to the Tollway’s Request for Proposal No. 16-0019, and upon evaluation by a selection committee, the Tollway has determined that Margaret E. Chapello; Marcie R. Claus; The Cosgrove Law Firm LLC (Audrey Cosgrove); Thomas Cosgrove; Robert J. Dargis; Frank R. Dufkis; Christopher R. Gorman, Esq.; Patricia Kladis-Schiappa, Esq.; The Law Office of William G. Worobec, P.C. (William G. Worobec); Law Offices of Frank Soto, Ltd. (Frank Soto); Legal Resolve, Inc. (Shelby Webb, Jr., Esq.); Lawrence Necheles; Sharon Finegan Patterson; Precision Business Solutions, Inc. (Wendy D. Calvert); Reyes Kurson, Ltd. (Gerald Alder, James Robinson, Latasha Thomas); Simpson Dattilo, LLC (Matthew Thomas Dattilo); Barbara J. Spain; Susan Davis Brunner LLC (Susan Davis Brunner); Thomas D. Resnick, P.C. (Thomas D. Resnick); Lorri Scott; Joel R. Skinner; Veterans Family Law Services, P.C. (Kimberly Backman); Evan T. Voboril; and Zachary C. Wilson are the best qualified to provide the services of Hearing Officers for an aggregate upper limit of compensation not to exceed \$540,000.00.

Resolution

The proposals from Margaret E. Chapello; Marcie R. Claus; The Cosgrove Law Firm LLC (Audrey Cosgrove); Thomas Cosgrove; Robert J. Dargis; Frank R. Dufkis; Christopher R. Gorman, Esq.; Patricia Kladis-Schiappa, Esq.; The Law Office of William G. Worobec, P.C. (William G. Worobec); Law Offices of Frank Soto, Ltd. (Frank Soto); Legal Resolve, Inc. (Shelby Webb, Jr., Esq.); Lawrence Necheles; Sharon Finegan Patterson; Precision Business Solutions, Inc. (Wendy D. Calvert); Reyes Kurson, Ltd. (Gerald Alder, James Robinson, Latasha Thomas); Simpson Dattilo, LLC (Matthew Thomas Dattilo); Barbara J. Spain; Susan Davis Brunner LLC (Susan Davis Brunner); Thomas D. Resnick, P.C. (Thomas D. Resnick); Lorri Scott; Joel R. Skinner; Veterans Family Law Services, P.C. (Kimberly Backman); Evan T. Voboril; and Zachary C. Wilson for the purchase

RESOLUTION NO. 21107

Resolution (continued)

of the services of Hearing Officers are accepted. Contract No. 16-0019 is approved in an aggregate amount not to exceed \$540,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21108

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring OEM Printer Cartridges. Pursuant to the Tollway's Invitation for Bid No. 16-0079, the Tollway has determined that Atlas Stationers, Inc. is the lowest responsive and responsible bidder for OEM Printer Cartridges for an upper limit of compensation not to exceed \$651,235.00.

Resolution

The bid from Atlas Stationers, Inc. for the purchase of OEM Printer Cartridges is accepted. Contract No. 16-0079 is approved in an amount not to exceed \$651,235.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21109

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring ASCO Switches and Parts. Pursuant to the Tollway's Invitation for Bid No. 16-0016, the Tollway has determined that Active Electrical Supply Company is the lowest responsive and responsible bidder for ASCO Switches and Parts for an upper limit of compensation not to exceed \$113,691.86.

Resolution

The bid from Active Electrical Supply Company for the purchase of ASCO Switches and Parts is accepted. Contract No. 16-0016 is approved in an amount not to exceed \$113,691.86. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21110

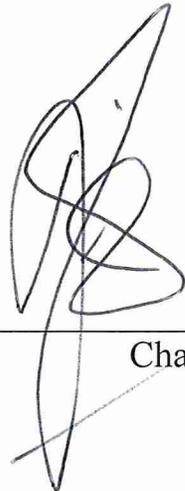
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Building Materials. Pursuant to the Tollway's Invitation for Bid No. 14-0072RRR, the Tollway has determined that Associated Lumber Industries, Inc. and Murphy Home Center, Inc. (d.b.a. Murphy Ace Hardware) are the lowest responsive and responsible bidders for Building Materials for an upper limit of compensation not to exceed \$87,014.86.

Resolution

The bids from Associated Lumber Industries, Inc. and Murphy Home Center, Inc. (d.b.a. Murphy Ace Hardware) for the purchase of Building Materials are accepted. Contract No. 14-0072RRR is approved in an amount not to exceed \$87,014.86. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21111

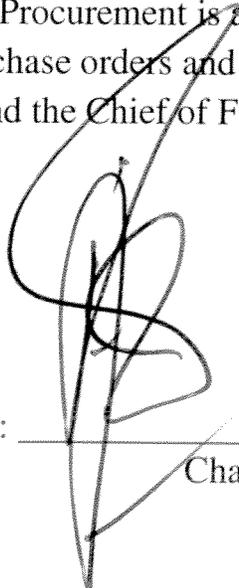
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring *999 Motorist Assistance Program Services as a Sole Source Contract (No. 16-0072) from Marketing Alternatives, Inc. for an upper limit of compensation not to exceed \$300,000.00. While responses to the new *999 Cellular Express Line Call Center Request for Proposal ("RFP") solicitation are received, evaluated, and awarded, it is imperative that Marketing Alternatives, Inc. continues to support the Tollway's and IDOT's current *999 cellular express line. The Tollway is authorized to procure these items pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. No interested parties requested a hearing to contest a contract award to Marketing Alternatives, Inc. and, with no objections having been noted, it was approved by the State's Chief Procurement Officer for General Services.

Resolution

The sole source quote from Marketing Alternatives, Inc. for the purchase of *999 Motorist Assistance Program Services is accepted. Contract No. 16-0072 is approved in an amount not to exceed \$300,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman



RESOLUTION NO. 21112

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Avaya PBX Maintenance, Support, and Services as a Sole Source Contract (No. 16-0077) from Netrix, LLC for an upper limit of compensation not to exceed \$259,478.76. While responses already received to the new Voice over Internet Protocol ("VoIP") Telecom System, Support, and Services Request for Proposal ("RFP") solicitation are evaluated and awarded, it is imperative that Netrix, LLC continues to provide these services to support the Tollway's current PBX system. The Tollway is authorized to procure these items pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. No interested parties requested a hearing to contest a contract award to Netrix, LLC and, with no objections having been noted, it was approved by the State's Chief Procurement Officer for General Services.

Resolution

The sole source quote from Netrix, LLC for the purchase of Avaya PBX Maintenance, Support, and Services is accepted. Contract No. 16-0077 is approved in an amount not to exceed \$259,478.76. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21113

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4258 for Maintenance Facility Building Construction at Maintenance Facility M-7 (Rockford) on the Jane Addams Memorial Tollway (I-90) at Milepost 15.2 (Business US 20). The lowest responsible bidder on Contract No. RR-16-4258 is William Charles Construction Company, LLC in the amount of \$25,795,281.70.

Resolution

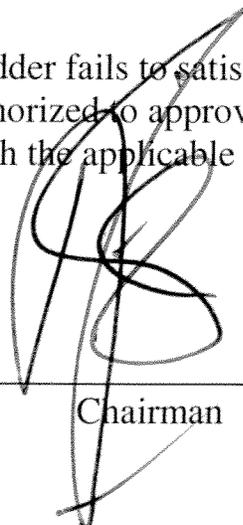
Contract No. RR-16-4258 is awarded to William Charles Construction Company, LLC in the amount of \$25,795,281.70, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____

Chairman



RESOLUTION NO. 21114

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20602 approved February 26, 2015 entered into an Agreement with Tecma Associates, Inc. on Contract I-14-4192 for Construction Management Services for Interchange Improvements on the Jane Addams Memorial Tollway (I-90) at Milepost 62.2 (Barrington Road Interchange).

Per Tollway request, Tecma Associates, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-14-4192, increasing the contract upper limit by \$906,873.39, from \$2,997,085.68 to \$3,903,959.07. It is necessary and in the best interest of the Tollway to accept the proposal from Tecma Associates, Inc.

Resolution

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

Approved by: _____

Chairman

RESOLUTION NO. 21115

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20210 approved January 23, 2014 entered into an Agreement with Graef-USA Inc. on Contract I-13-4625 for Design and Construction Management Services Upon Request on the Elgin O'Hare Western Access (EOWA).

Per Tollway request, Graef-USA Inc. has submitted a proposal to provide Supplemental Design and Construction Management Services for Contract I-13-4625, increasing the contract upper limit by \$330,000.00, from \$3,000,000.00 to \$3,330,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Graef-USA Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Graef-USA Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21116

Secretary's Note

The Background section of Resolution No. 21116, due to a scrivener error, contains a reference to a location (“at Meacham Road and Drummer Drive”) which does not pertain to Contract No. I-15-4663 or Resolution No. 21116. The language for the resolution itself is accurate in all respects, consistent with the Board action at the August 25, 2016 Regular Board meeting.

RESOLUTION NO. 21116

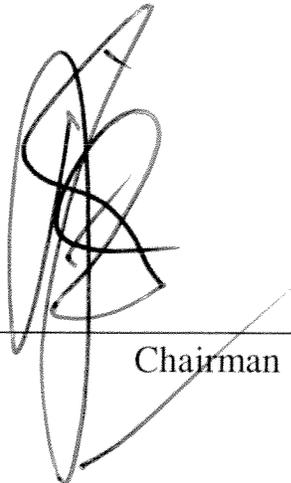
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20969 approved on February 25, 2016 entered into an Agreement for Contract No. I-15-4663 with Lindahl Brothers Inc. for Detention Pond, Pump Station, and Advanced Earthwork Construction on the Elgin O'Hare Western Access (EOWA) adjacent to Milepost 0.2 to Milepost 0.7. This extra work order provides for additional quantities of soil modification at Meacham Road and Drummer Drive in the amount of \$692,471.88.

Resolution

The Extra Work Order in the amount of \$692,471.88 and the associated increase in the upper limit of compensation on Contract No. I-15-4663 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21117

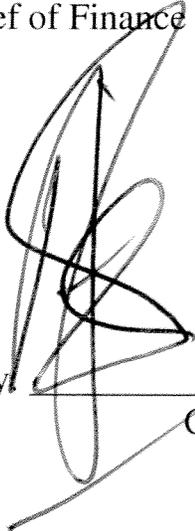
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20249 approved on February 27, 2014 entered into an Agreement for Contract No. I-13-4168 with F.H. Paschen, S.N. Nielsen & Assoc., LLC for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 67.4 (Meacham Road). This extra work order provides for the addition of a right turn lane and intersection modifications in the amount of \$255,000.00.

Resolution

The Extra Work Order in the amount of \$255,000.00 and the associated increase in the upper limit of compensation on Contract No. I-13-4168 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by



Chairman

RESOLUTION NO. 21118
(AMENDING RESOLUTION NO. 20487)

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20249 approved on February 27, 2014 entered into an Agreement for Contract No. I-13-4168 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 67.4 (Meacham Road). Resolution No. 20487 preliminarily increased the upper limit of compensation by \$376,692.25 via change order / extra work order to provide compensation to the contractor for the addition of a southbound right turn lane and realignment of the center concrete median on Meacham Road at Thoreau Drive. This amendment provides for an additional \$208,307.75 to that change order / extra work order to establish a total net adjustment to the contract of \$585,000.00. The work performed by the contractor was necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order in the amount of \$585,000.00 and the associated increase in the upper limit of compensation on Contract No. I-13-4168 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21119
(AMENDING RESOLUTION NO. 21068)

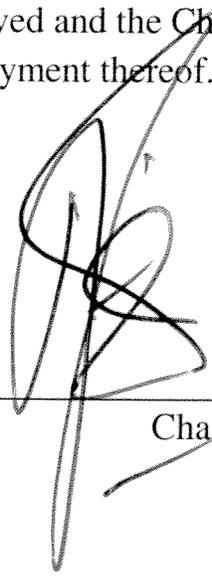
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20847 approved on October 22, 2015 entered into an Agreement for Contract No. I-15-4237 with Judlau Contracting, Inc. for Inside Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 73.3 (Oakton Street) to Milepost 76.5 (Mannheim Road). Resolution No. 21068 preliminarily increased the upper limit of compensation by \$833,442.75 via change order / extra work order to provide compensation to the contractor for bridge abutment and retaining wall revisions. This amendment provides for an additional \$1,100,000.00 to that change order / extra work order to establish a total net adjustment to the contract of \$1,933,442.75. The work performed by the contractor was necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order in the amount of \$1,933,442.75 and the associated increase in the upper limit of compensation on Contract No. I-15-4237 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21120

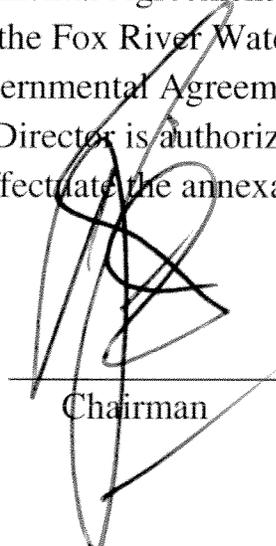
Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Fox River Water Reclamation District (“District”) consenting to the annexation of a Tollway parcel into the jurisdictional boundaries of the District. In 2014, the Tollway entered into an Intergovernmental Agreement with Pace Bus Service allowing the transportation agency to construct Park-n-Ride facilities on Tollway right-of-way (Tollway Board Resolution 20417). To service a restroom facility at a Park-n-Ride facility near I-90 and Randall Road, the District must establish jurisdiction over a Tollway parcel. Pursuant to State law, the Board of Directors must approve the annexation of any Tollway property (65 ILCS 5/7-1-2). Pace Bus Service, the beneficiary of this annexation agreement will pay any and all associated costs.

Resolution

The Chief Engineer and General Counsel are hereby authorized to enter into an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Fox River Water Reclamation District in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized said agreement and any other documents necessary to effectuate the annexation.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE FOX RIVER WATER RECLAMATION DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into by the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois (the "Tollway") and the Fox River Water Reclamation District (the "District");

W I T N E S S E T H:

WHEREAS, the Tollway and Pace Suburban Bus have entered into a partnership to construct Park-n-Ride facilities along the Tollway system; and

WHEREAS, Pace is constructing a Park-n-Ride facility near I-90 and Randall Road on property owned by the Tollway pursuant to a Tollway Intergovernmental Agreement (Resolution 20417); and

WHEREAS, the Randall Road Park-n-Ride will include a restroom that will require water and sewer service ; and

WHEREAS, the I-90 and Randall Road vicinity is not currently annexed into a water reclamation district; and

WHEREAS, the Pace Suburban Bus Service has asked the Tollway for its cooperation and consent allowing the District to annex the Tollway's property into the District's boundaries (See 65 ILCS 5/7-1-2); and

WHEREAS, Tollway right of way may not be annexed without the consent of the Governor or the Tollway's Board of Directors. 65 ILCS 5/7-1-2 also see People ex rel. Clark v. The District of Wheeling, 24 Ill.2d 267, 181 N.E.2d 72 (1962); and

WHEREAS, the Tollway consents to the Tollway Property, legally described and depicted on attached Exhibit "A", being annexed into the District's jurisdiction for the purpose of servicing the Pace Bus facility with sanitary sewage treatment services and certain downstream interceptor sewer services (sometimes referred to as the "Annexed Property"); and

WHEREAS, the District's annexation of the Tollway Property will have no impact on the Tollway's continuing, permanent, unfettered use of the Tollway Property free of District regulations, other than the regulation of discharges of sanitary sewage into District facilities (the "Protective Conditions"); and

WHEREAS, Pursuant to the Tollway's Annexation Policy, the Excess Property/Annexation Committee has reviewed and approved this annexation; and

WHEREAS, the 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 Sanitary District Act of 1917, 70 ILCS 2405 *et seq.* is authorized to enter into this Agreement; and

WHEREAS, the District and the Tollway are units of government within the meaning of Article VII, Section 10 of the 1970 Constitution of the State of Illinois and have the authority under the Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into this Agreement;

NOW, THEREFORE, in consideration of the recitals and the provisions of this Agreement, the District and the Tollway agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.

2. Petition For Annexation. The Tollway hereby petitions the District for annexation of the Annexed Property into the District's jurisdictions for the purposes stated herein. The Tollway agrees to sign and submit an Annexation Petition in substantially the form of the document attached as Exhibit "B".

3. Annexation. The District and the Tollway are responsible for taking all actions necessary to annex the Tollway's Annexed Property into the District's jurisdiction. Any and all costs and fees assessed, incurred or associated with the annexation of the Tollway Property shall either be waived by the District or be paid by the Pace Suburban Bus Service. The District has agreed to waive the usual \$32,000 Service Fee. The \$5,373.09 Recapture fee will be paid by Pace Suburban Bus Service. The Tollway will cooperate with the District as reasonably necessary to accomplish the annexation of the Tollway Property. The annexation to the City of Elgin, recapture fees payable to the City of Elgin, and the use of local sewers or interceptor sewers owned or controlled by the City of Elgin are outside the scope of this Agreement.

4. Review and Approval. The District and the Tollway shall have the following rights and responsibilities with respect to the annexed property located in the vicinity of I-90 and Randall Road:

- (a) The District shall keep the Tollway informed of any proposed modifications to the property abutting the Annexed Property within the statutory authority of the District.
- (b) The Tollway shall be granted the right to review and approve/disapprove the use, purpose, planned improvements and associated plans for the Annexed Property. The Tollway's review shall include but not be limited to potential impacts to land use, zoning, operations, safety and drainage.
- (c) The Tollway shall not allow any modifications to the Annexed Property that will change the discharge of sanitary sewer in either quantity or wastewater composition without contacting the District.

5. District Findings, Agreement Not To Regulate Tollway Property.

(a) Findings. The District finds that (i) The Tollway has used and should always continue to use the Tollway Property for Tollway purposes, (ii) there is no useful purpose

for the District to regulate in any way the Tollway Property or the Tollway's uses of the Tollway Property, and (iii) that the sole purpose of annexing the Tollway Property into the District is to enable the District to service the Pace Bus facility located near Randal Road and I-90 with sanitary sewage treatment services and certain downstream interceptor sewer services.

(b) Agreement Not to Regulate. The District agrees and covenants never to include the Tollway Property in any special services area, special assessment district, business district, or any other taxing or development district. To the extent Tollway property is or becomes located in any special services area, special assessment district, business district or any other taxing or development district, the District shall release the Tollway from any and all obligation and the Tollway property upon request. The District further agrees and covenants never to impose District standards or regulations on or against the Tollway or the Tollway Property, including without limitation zoning, planning, or subdivision ordinances or regulations; business licensing; building, construction, property maintenance codes or any other similar codes; stormwater management ordinances or regulations; or any taxes, fees, or other exactions of any kind, except for the regulation of discharges of sanitary sewage into District facilities.

6. Dispute Resolution. In the event of a dispute over the terms of this Agreement, the District Executive Director and the Tollway's Executive Director will meet and attempt to resolve the dispute.

7. Tollway Remedies. If the District at any time acts or threatens to act in violation of Section 5 or any other term of this Agreement, then the Tollway has the right to seek immediate injunctive relief, a declaratory judgment against the District, damages for breach of this Agreement, and any other available relief in law or equity, without posting any bond therefor.

8. Notices. Notices between the District and the Tollway related to this Agreement must be in writing, sent by certified mail, and addressed as follows:

If to the Tollway:

Illinois State Toll Highway Authority
Attn.: Land Acquisition Manager
2700 Ogden Avenue
Downers Grove, Illinois 60515

If to the District:

Fox River Water Reclamation District
Attn.: Executive Director
P. O. Box 328
Elgin, IL 60121-0328

9. Applicable Law, Venue. This Agreement is governed by the laws of the State of Illinois. The venue for any action on this Agreement is Kane County.

10. District and Tollway Representation and Warranty. The District and the Tollway represent and warrant that they have the authority to bind their respective agency to all of the provisions of this Agreement and that this Agreement has been properly approved by the District and the Tollway and executed by properly authorized representatives.

[all signatures appear on next page]

IN WITNESS WHEREOF, the District and the Tollway have caused this Agreement to be approved and executed by their properly authorized representatives.

FOX RIVER WATER RECLAMATION DISTRICT

By: _____
Bruce R. Corn Date
Board President

Attest:

By: _____
Benjamin P. Bernal, its Clerk

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg Bedalov Date
Executive Director

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General

EXHIBIT A

MAP, SURVEY, AND LEGAL DESCRIPTION OF TOLLWAY PROPERTY

RESOLUTION NO. 21121

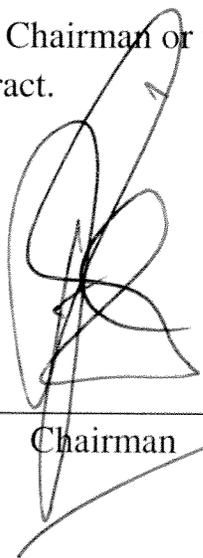
Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into a contract with Frasco, Inc. for investigative services as discussed in the Tollway Board of Directors’ Executive Session. The contract has an initial three-year term, with a two-year renewal option. The upper limit of compensation was established in executive session.

Resolution

The General Counsel and Chief of Administration are hereby authorized to enter into a contract in substantially the form of the agreement attached to this Resolution. The Chairman or the Executive Director is authorized and directed to execute the contract.

Approved by:



Chairman

STATE OF ILLINOIS
CONTRACT
FMLA SURVEILLANCE SERVICES
Frasco Inc. Investigative Services

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
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9. **FRASCO INC. 2016 POWERPOINT PRESENTATION**
10. **STANDARD RATES (MIDWEST) PRICING SCHEDULE ATTACHED AS EXHIBIT "A"**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

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CONTRACT SIGNATURES

Click here to enter text.

Utilize the signature page if threshold is less than 100K

VENDOR

Vendor Name: Frasco Inc.	Address: 115 E. Ogden Avenue, Suite 117-333, Naperville, IL 60563
Signature:	Phone: (877) 372-7261
Richard Cyr	Fax: (877) 734-6478
Title: Regional Manager, Frasco, Inc.	Email: Click here to enter text.
Date:	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Tollway	Phone: 630 241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/505-9270
City, State ZIP: Downers Grove, IL 60515	
Procurement Signature: Click here to enter text.	Date:
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	
Legal Signature: Click here to enter text.	Date:
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1 SUPPLIES AND/OR SERVICES REQUIRED: The Vendor shall provide professional investigative and surveillance services of Tollway employees while on leave from their Tollway employment. The Agency hopes to address and improve its operational and staffing needs by conducting random and investigative surveillance of employees suspected of abuse or fraud relating to approved Tollway leaves from employment. The required surveillance may occur outside of the employee’s home and/or may include observing his/her daily activities. The services must be available on limited notice and outside of usual business hours. The Vendor must be available to travel the Northern Illinois, Southern Wisconsin and Northwest Indiana areas without limitation. The Vendor must be able to provide up to the minute reports by e-mail and must also be able to provide electronic video of surveillance in as little as four (4) hours notice.

1.2 MILESTONES AND DELIVERABLES: d/n/a

1.3 VENDOR / STAFF SPECIFICATIONS: See Supplies and Services Required in above paragraph 1.1.

1.4 TRANSPORTATION AND DELIVERY: The Vendor is required to provide for its own transportation as required by the particular surveillance assignments.

1.5 SUBCONTRACTING

Subcontractors are notare not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement with a total value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

1.5.1 Will subcontractors be utilized? Yes No

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

All subcontracts must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

1.5.2 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.6 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: While there may be exceptions, services will generally be performed in Northern Illinois, Southern Wisconsin and Northwest Indiana.

Value of services performed at this location: 100 %

2 **PRICING**

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Pre-surveillance fee plus an hourly rate and travel reimbursement.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is firm.

2.3 EXPENSES ALLOWED: Expenses are allowed as follows: **Travel - \$.60 per mile; Additional expenses such as hotels, parking, etc. are are permitted reimbursements with advance Tollway approval. Approved expense reimbursements are at cost.**

2.4 DISCOUNT: The State may receive a 0 % discount for payment within d/n/a days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1 Vendor's Price for the Initial Term: **\$74.50/Pre-surveillance fee per file, \$74.50/hour as indicated in the Standard Rates (Midwest) schedule incorporated herein and attached as Exhibit "A". The upper limit of compensation is \$50,000 per contract year.**

2.5.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.3 Maximum Contract Amount. The total payments under this contract, including renewals, shall not exceed **\$250,000** without a formal amendment.

3 TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of **September 1, 2016 to August 31, 2019**.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of **two years** in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
- 3.4.1 The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.
- 3.5** Intentionally deleted.

4 STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Intentionally deleted.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department’s official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).

4.1.5 Intentionally deleted.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. All invoices are subject to statutory offset. 30 ILCS 210.

All invoices must include original order date to ensure accurate and timely payment processing.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	Illinois Tollway
Attn:	Click here to enter text.
Address:	Click here to enter text
City, State Zip	Click here to enter text

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information

received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23** Intentionally deleted.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Intentionally deleted.
- 4.24.2. Intentionally deleted.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5 SUPPLEMENTAL PROVISIONS

5.1 STATE SUPPLEMENTAL PROVISIONS:

- Agency/University Definitions

Click here to enter text.

- Required Federal Clauses, Certifications and Assurances

Click here to enter text.

- Public Works Requirements (construction and maintenance of a public work). 820 ILCS 130/4.

Click here to enter text.

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

- Agency/University Specific Terms and Conditions

Click here to enter text.

- Other (describe)

Click here to enter text.

5.1.1 TOLLWAY SUPPLEMENTAL PROVISIONS

- Definitions

- Required Federal Clauses, Certifications and Assurances

- ARRA Requirements (American Recovery and Reinvestment Act of 2009)

- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

- PAYMENT OF TOLLS:** The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

5.1.2 Agency Supplemental Terms and Conditions

5.1.2.1 Intentionally deleted.

5.1.2.2 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and if applicable, subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway/Buyer determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

5.1.2.3 Publicity:

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway/Buyer nor shall the Tollway/Buyer's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.1.2.4 Consultation:

Vendor shall keep the Tollway/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Tollway/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.1.2.5 Third Party Beneficiaries:

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

5.1.2.6 Successors In Interest:

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5.1.2.7 Vendor's Termination Duties:

The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

5.1.2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;

5.1.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;

5.1.2.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

5.1.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;

5.1.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

5.1.3 Overtime:

If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

5.1.4 Venue

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

5.1.4.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.1.4.2 Intentionally deleted.

5.1.4.3 Intentionally deleted.

5.1.5 Report of a Change in Circumstances: The (Contractor/Vendor) agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the (CONTRACTOR/VENDOR)'s ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the (CONTRACTOR/VENDOR)'s Certification/Disclosure Forms, the (CONTRACTOR/VENDOR)'s IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the (CONTRACTOR/VENDOR), or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the (CONTRACTOR/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the (CONTRACTOR/VENDOR) acknowledges and agrees that the failure of the (CONTRACTOR/VENDOR) to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

5.2 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

[Click here to enter text.](#)

6 STANDARD CERTIFICATIONS

This Contract is exempt from the requirements of the Procurement Code as it has been determined to be necessary for agency enforcement actions or investigations and necessary in the furtherance of covert activities lawfully conducted by a State agency. 30 ILCS 500/1-10(b)(7) also see CPO Notice #33.

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

ATTACHMENT AA

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

I certify that I am a U.S. person (including a U.S. resident alien).

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.
- If you are a sole proprietor, then enter the owner's name on the name line followed by the name of the business and the owner's SSN or Employer Identification Number (EIN).
- If you are a single-member LLC that is disregarded as an entity separate from its owner, then enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, then enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number

Social Security Number: [Click here to enter text.](#)

Or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

Date: [Click here to enter a date](#)[Click here to enter a date](#)

Standard Rates (Midwest)

Surveillance	\$74.50/Hour
Claims Investigations	\$74.50/Hour
Mileage	\$.60/Mile
Report Writing	\$74.50/Hour
Pre-Surveillance	\$74.50/File
Activities Check	\$300.00 *
Alive and Well Checks	\$300.00 *
Hospital Checks	\$215.00
Basic Pharmacy Checks	\$215.00
Level II Pharmacy Checks	\$375.00
International Services	Priced per assignment
Medical Clinic Inspections	\$350.00 *
QER® Services	\$350.00 *
Miscellaneous Expenses	Billed at cost **

* Flat Rate Investigations: Includes 2 hours of Travel and no mileage charge for first 2 hours. Additional time and travel is \$74.50/Hour and \$.60/Mile.

** Investigations that require hotels, meals, parking, tolls, cell phone, etc. are billed at cost.

THE FRASCO ADVANTAGE

Frasco's skilled management team and support personnel manage all cases through our unparalleled technology platform, giving you immediate access to your cases 24/7. We thoroughly research and investigate every aspect of each referral, resulting in comprehensive, factual reports delivered to our clients in a timely and professional manner.

FRASCO CORPORATE PROFILE

Frasco, Inc., founded in 1964, is a full-service investigation corporation serving the insurance, legal, employment, and entertainment communities, as well as providing national and international pre-employment screening. Specializing in all areas of investigations, Frasco has been assisting clients with their investigative needs with the most comprehensive investigative coverage available.

With Frasco's web based technology platform, clients have complete access to every aspect of the investigation process. Our clients can easily make investigation referrals, retrieve reports, view surveillance video and listen to recorded statements. We make doing business easy!

CORPORATE HEADQUARTERS 215 W. Alameda Ave., Burbank, CA 91502 U.S.A.

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RESOLUTION NO. 21122

Background

The Illinois State Toll Highway Authority (the "Tollway") has negotiated a proposed settlement regarding a worker's compensation claim with Michael Giliberto as recommended by defense counsel Ganan & Shapiro. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Michael Giliberto's worker's compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman