

RESOLUTION NO. 20776

Background

The Board of Directors previously approved, pursuant to Resolution No. 20736, the composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. It is in the best interest of the Illinois State Toll Highway Authority to amend Resolution No. 20736 due to a recent appointment of a new director by the Governor of Illinois. Except as expressly modified herein, Resolution No. 20736 shall remain in full force and effect.

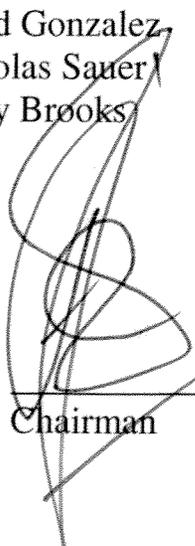
Resolution

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 Finance, Administration and Operations Committee shall be as follows:

Chair: Joseph Gomez

Members: Earl Dotson, Jr.
David Gonzalez
Nicholas Sauer
Corey Brooks

Approved by:



Chairman

RESOLUTION NO. 20777

Background

WHEREAS, Noel Rodriguez has served with the Illinois State Toll Highway Authority since July 2009, starting as a custodian at the Park Ridge (M-3) Maintenance Site and earning promotions to equipment operator laborer at the Downers Grove (M-14) Maintenance Site in January 2012 and to maintenance section supervisor at the Naperville (M-8) Maintenance Site in March 2013. He has been assigned to the Marengo (M-6) Maintenance Site since February 2014.

WHEREAS, Ryan Zierer has served with the Illinois State Toll Highway Authority as an equipment operator laborer since August 2012, starting at the Gurnee (M-4) Maintenance Site and transferring to the Marengo (M-6) Maintenance Site in March 2014.

WHEREAS, Arthur Trillet has served as a trooper for Illinois State Police District 15 since May 2015;

WHEREAS, in the early hours of Friday, August 21, Mr. Rodriguez, Mr. Zierer and Trooper Trillet were performing their duties as part of lane closures for bridge work on the Jane Addams Memorial Tollway (I-90) at Anthony Road near Hampshire;

WHEREAS, a Tollway customer's vehicle caught fire due to an incident on the eastbound side of I-90 in the vicinity of the work zone;

WHEREAS, Mr. Rodriguez demonstrated quick thinking and resourcefulness by using his maintenance truck to stop the vehicle that was on fire from rolling into other vehicles;

WHEREAS, Mr. Rodriguez, Mr. Zierer and Trooper Trillet, with assistance from a Good Samaritan, broke into the burning vehicle and pulled out the customer who was unconscious inside the burning vehicle;

WHEREAS, Mr. Zierer and Trooper Trillet, risking injury to themselves, extinguished the fire that had engulfed the customer's vehicle;

RESOLUTION NO. 20777

Background - continued

WHEREAS, Mr. Rodriguez, although suffering minor burns and cuts, continued to perform his duties in making sure everybody on the scene was safe from further injury after the Tollway customer was rescued from the burning vehicle;

WHEREAS, the dedication and efforts of these individuals enables the Tollway to continue providing the people of the State of Illinois and the motoring public with a safe, modern and efficient toll highway system;

Resolution

NOW, THEREFORE, BE IT RESOLVED by the Illinois State Toll Highway Authority as follows: That as a sign of respect, thanks and esteem, the Members of the Board of Directors of the Illinois State Toll Highway Authority, on behalf of all Tollway employees, express their gratitude and admiration to Noel Rodriguez, Ryan Zierer, and Arthur Trillet for their bravery, their dedication to duty and their selfless service to Tollway customers by presenting them with a copy of this Resolution, and that this Resolution be placed on record in the Minutes of the Illinois State Toll Highway Authority.

Approved: _____

Chairman

RESOLUTION NO. 20778

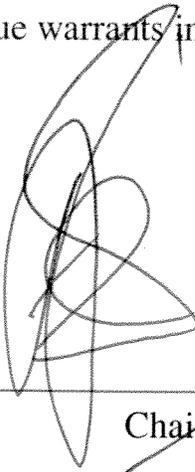
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Crash Attenuator Parts through the Central Management Services ("CMS") master contract with Energy Absorption Systems, Inc. (Tollway Contract No. 14-0104). It is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 14-0104 by an amount of \$200,000.00 for the purchase of additional Crash Attenuator Parts. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract and the associated increase to the upper limit of compensation of Tollway Contract No. 14-0104 for the purchase of additional Crash Attenuator Parts from Energy Absorption Systems, Inc. is approved in an amount not to exceed \$200,000.00 (increase from \$235,000.00 to \$435,000.00). 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. 20779

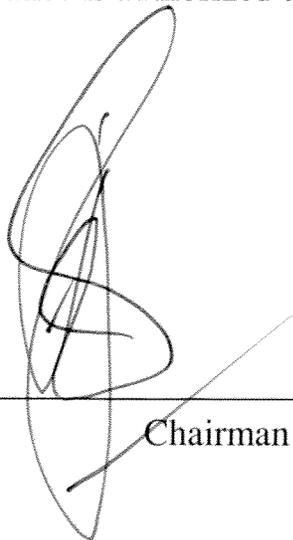
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Technology Professional Services. Pursuant to the Tollway's Request for Proposals No. 13-0218, which proposals were evaluated by a selection committee, the Tollway has determined that SDI Solutions LLC provides the best value for Technology Professional Services for an upper limit of compensation not to exceed \$11,870,000.00.

Resolution

The proposal from SDI Solutions LLC for the purchase of Technology Professional Services is accepted. Contract No. 13-0218 is approved in an amount not to exceed \$11,870,000.00. 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. 20780

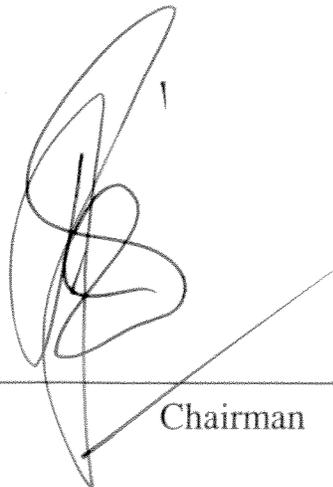
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased a Web-Based Project Management System (Contract No. 12-0267) from e-Builder, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to amend the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$187,740.00 for the purchase of additional customization services on the Web-Based Project Management System.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 12-0267 for the purchase of additional customization services on the Web-Based Project Management System from e-Builder, Inc. is approved in an amount not to exceed \$187,740.00 (increase from \$2,594,213.00 to \$2,781,953.00). 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. 20781

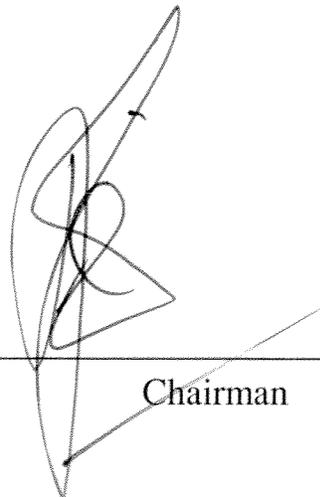
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Hewlett-Packard Software, Licenses, Maintenance, and Support. Pursuant to the Tollway’s Invitation for Bids No. 15-0078, the Tollway has determined that Aptude, Inc. is the lowest responsible bidder for Hewlett-Packard Software, Licenses, Maintenance, and Support for an upper limit of compensation not to exceed \$219,086.58.

Resolution

The bid from Aptude, Inc. for the purchase of Hewlett-Packard Software, Licenses, Maintenance, and Support is accepted. Contract No. 15-0078 is approved in an amount not to exceed \$219,086.58. 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. 20782

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Salt Brine Machines. Pursuant to the Tollway's Invitation for Bids No. 15-0020, the Tollway has determined that Henderson Products, Inc. (d.b.a. Henderson Truck Equipment-IL) is the lowest responsible bidder for Salt Brine Machines for an upper limit of compensation not to exceed \$241,000.00.

Resolution

The bid from Henderson Products, Inc. (d.b.a. Henderson Truck Equipment-IL) for the purchase of Salt Brine Machines is accepted. Contract No. 15-0020 is approved in an amount not to exceed \$241,000.00. 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. 20783

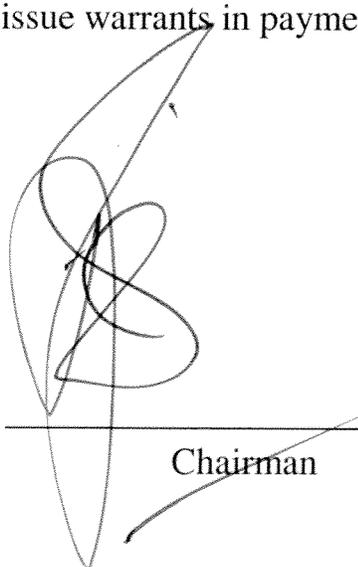
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Trinity Guardrail Parts. Pursuant to the Tollway’s Invitation for Bids No. 13-0251R, the Tollway has determined that Industrial Fence, Inc. is the lowest responsible bidder for Trinity Guardrail Parts for an upper limit of compensation not to exceed \$210,199.55.

Resolution

The bid from Industrial Fence, Inc. for the purchase of Trinity Guardrail Parts is accepted. Contract No. 13-0251R is approved in an amount not to exceed \$210,199.55. 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:



A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is highly cursive and loops around itself. Below the signature, the word "Chairman" is printed.

Chairman

RESOLUTION NO. 20784

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Towing and Road Services for Tollway Vehicles and Equipment. Pursuant to the Tollway’s Invitation for Bids No. 15-0004R, the Tollway has determined that Maggio Truck Center, Inc.; Hillside Auto Body & Service, Inc.; O’Hare Towing Service, Inc.; Naperville Towing Service, Inc.; Suburban Towing, Inc.; and Ernie’s Wrecker Service, Inc. are the lowest responsible bidders for Towing and Road Services for Tollway Vehicles and Equipment for an aggregate upper limit of compensation not to exceed \$205,723.30.

Resolution

The bids from Maggio Truck Center, Inc.; Hillside Auto Body & Service, Inc.; O’Hare Towing Service, Inc.; Naperville Towing Service, Inc.; Suburban Towing, Inc.; and Ernie’s Wrecker Service, Inc. for the purchase of Towing and Road Services for Tollway Vehicles and Equipment are accepted. Contract No. 15-0004R is approved in an aggregate amount not to exceed \$205,723.30. 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. 20785

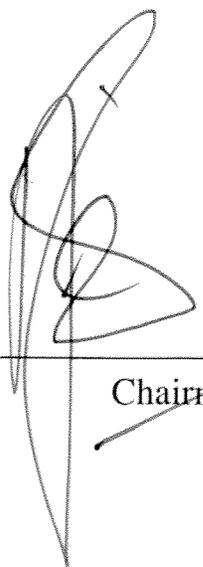
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Original Equipment Manufacturer ("OEM") Printer Cartridges. Pursuant to the Tollway's Invitation for Bids No. 15-0037, the Tollway has determined that Atlas Stationers, Inc. is the lowest responsible bidder for OEM Printer Cartridges for an upper limit of compensation not to exceed \$121,050.00.

Resolution

The bid from Atlas Stationers, Inc. for the purchase of OEM Printer Cartridges is accepted. Contract No. 15-0037 is approved in an amount not to exceed \$121,050.00. 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. 20786

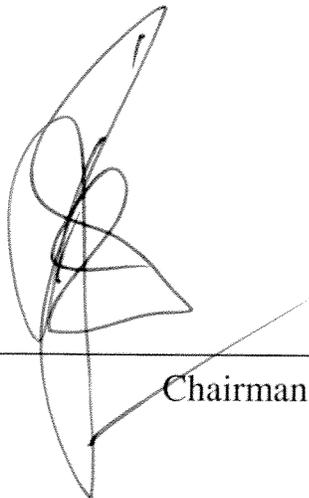
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Lumber and Plywood. Pursuant to the Tollway’s Invitation for Bids No. 13-0216R, the Tollway has determined that Construction Materials & Supply Resources LLC is the lowest responsible bidder for Lumber and Plywood for an upper limit of compensation not to exceed \$126,594.90.

Resolution

The bid from Construction Materials & Supply Resources LLC for the purchase of Lumber and Plywood is accepted. Contract No. 13-0216R is approved in an amount not to exceed \$126,594.90. 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. 20787

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4652 for Building Removal on the North-South bypass of the Elgin O'Hare Western Access (EOWA) from Milepost 0.1 (Powell Street) to Milepost 0.8 (Franklin Avenue). The lowest responsible bidder on Contract No. I-15-4652 is Fox Excavating, Inc. in the amount of \$866,429.00.

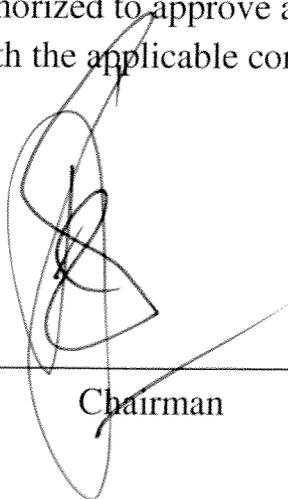
Resolution

Contract No. I-15-4652 is awarded to Fox Excavating, Inc. in the amount of \$866,429.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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. 20788

Background

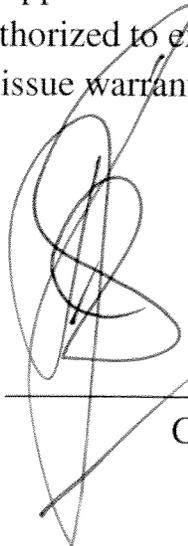
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19682 approved April 26, 2012 entered into an Agreement with BV3 LLC, a Joint Venture on Contract I-11-4018 for Design Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90) Milepost 78.6 (Kennedy Expressway) to Milepost 53.8 (Elgin Toll Plaza) and from Milepost 60.8 (Higgins Road) to Milepost 53.8 (Elgin Toll Plaza).

Per Tollway request, BV3 LLC, a Joint Venture has submitted a proposal to provide Supplemental Design Services for Contract I-11-4018, increasing the contract upper limit by \$1,207,809.00 from \$26,899,338.80 to \$28,107,147.80. It is necessary and in the best interest of the Tollway to accept the proposal from BV3 LLC, a Joint Venture.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with BV3 LLC, a Joint Venture consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20789

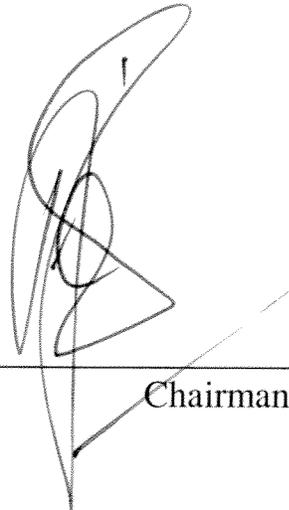
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20247 approved on February 27, 2014, entered into an Agreement for Contract No. I-13-4166 with Lorig Construction Company for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 65.6 (Roselle Road). This Extra Work Order is to provide for bridge pier removal required for maintaining the mainline contract schedule, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$308,250.00 increasing the upper limit of compensation with Lorig Construction Company under the Agreement from \$23,403,880.19 to \$23,712,130.19 on Contract No. I-13-4166 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:



Chairman

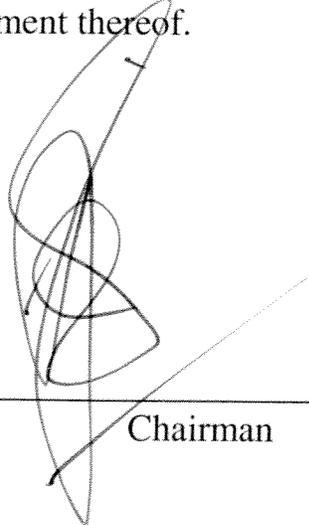
RESOLUTION NO. 20790

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20569 approved on January 29, 2015, entered into an Agreement for Contract No. I-14-4205 with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 56.8 (IL 25) to Milepost 60.8 (Higgins Road). This Extra Work Order is to provide for mainline pavement construction in 2015, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$1,625,514.97 increasing the upper limit of compensation with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) under the Agreement from \$76,921,585.38 to \$78,547,100.35 on Contract No. I-14-4205 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 20791

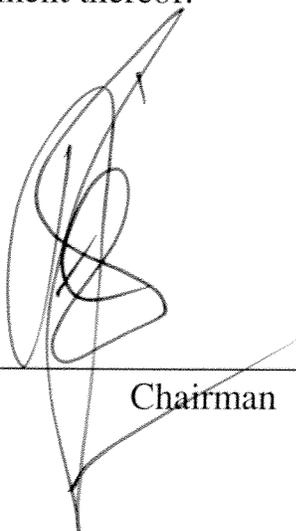
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20539 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4206 with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 60.8 (Higgins Road) to Milepost 65.5 (Roselle Road). This Extra Work Order is to provide for mainline pavement construction in 2015, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$4,019,093.74 increasing the upper limit of compensation with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) under the Agreement from \$77,678,050.86 to \$81,697,144.60 on Contract No. I-14-4206 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20792

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20541 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4208 with Walsh Construction Company II, LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL 53) to Milepost 70.7 (Arlington Heights Road). This Extra Work Order is to provide for mainline pavement construction in 2015, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$ 3,750,000.00 increasing the upper limit of compensation with Walsh Construction Company II, LLC / K-Five Construction Corporation (JV) under the Agreement from \$74,273,860.21 to \$78,023,860.21 on Contract No. I-14-4208 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20793

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20542 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4209 with Walsh Construction Company II, LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). This Extra Work Order is to provide for the majority of the mainline pavement construction in 2015, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$2,500,000.00 increasing the upper limit of compensation with Walsh Construction Company II, LLC / K-Five Construction Corporation (JV) under the Agreement from \$61,917,453.33 to \$64,417,453.33 on Contract No. I-14-4209 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20794

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20517 approved on November 20, 2014, entered into an Agreement for Contract No. I-14-4210 with Lorig Construction Company for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 73.3 (Oakton Street) to Milepost 75.1 (Wolf Road). This Extra Work Order is to provide for mainline pavement construction in 2015, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$2,010,000.00 increasing the upper limit of compensation with Lorig Construction Company under the Agreement from \$54,751,392.21 to \$56,761,392.21 on Contract No. I-14-4210 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20795

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20518 approved on November 20, 2014, entered into an Agreement for Contract No. I-14-4211 with Lorig Construction Company for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 75.1 (Wolf Road) to Milepost 76.6 (Mannheim Road). This Extra Work Order is to provide for mainline pavement construction in 2015, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$1,992,580.00 increasing the upper limit of compensation with Lorig Construction Company under the Agreement from \$46,171,658.49 to \$48,164,238.49 on Contract No. I-14-4211 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20796

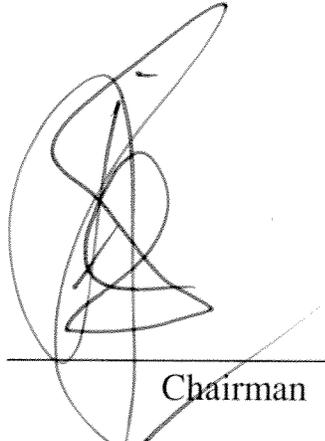
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20245 approved on February 27, 2014, entered into an Agreement for Contract No. I-13-4104 with Plote Construction, Inc. for IL Route 25 Interchange Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 55.8 (East of the Fox River Bridge) to Milepost 56.7 (West of IL 25). This Change Order is to provide for dewatering, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order in the amount of \$313,900.00 increasing the upper limit of compensation with Plote Construction, Inc. under the Agreement from \$59,639,321.75 to \$59,953,221.75 on Contract No. I-13-4104 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20797

Background

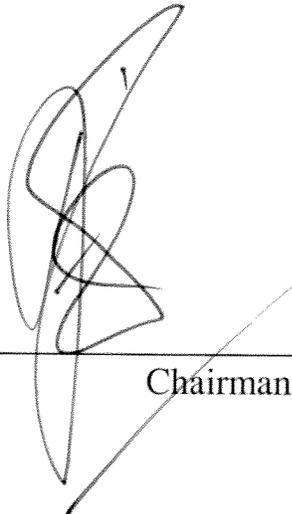
The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20245 approved on February 27, 2014, entered into an Agreement for Contract No. I-13-4104 with Plote Construction, Inc. for IL Route 25 Interchange Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 55.8 (East of the Fox River Bridge) to Milepost 56.7 (West of IL 25). This Change Order is to provide for temporary pavement, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order in the amount of \$247,750.00 increasing the upper limit of compensation with Plote Construction, Inc. under the Agreement from \$59,639,321.75 to \$59,887,071.75 on Contract I-13-4104 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman



RESOLUTION NO. 20798

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20541 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4208 with Walsh Construction Company II LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL 53) to Milepost 70.7 (Arlington Heights Road). This Change Order is to provide for a soil retention system at IL 53, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order in the amount of \$343,394.64 increasing the upper limit of compensation with Walsh Construction Company II LLC / K-Five Construction Corporation (JV) under the Agreement from \$74,273,860.21 to \$74,617,254.85 on Contract I-14-4208 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20799

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20570 approved on January 29, 2015, entered into an Agreement for Contract No. I-14-4212 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Eastbound Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 76.6 (Mannheim Road) to Milepost 78.9 (Kennedy Expressway). This Change Order/Extra Work Order is to provide for modifying the pier foundations for the bridge over the Wisconsin Central Railroad, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order/Extra Work Order in the amount of \$277,702.21 increasing the upper limit of compensation with F.H. Paschen, S.N. Nielsen & Associates, LLC under the Agreement from \$59,216,090.41 to \$59,493,792.62 on Contract I-14-4212 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:  _____
Chairman

8/27/15

6.2/14

RESOLUTION NO. 20800

Background

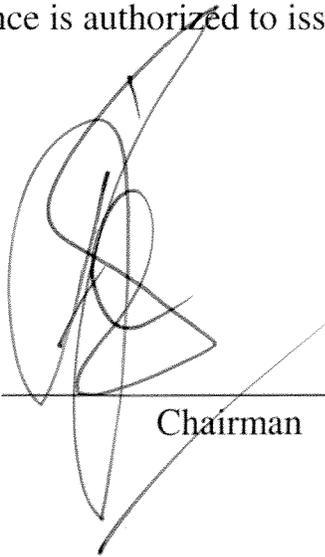
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20061 approved on August 29, 2013, entered into an Agreement for Contract No. I-13-4600 with Lorig Construction Company for Roadway and Bridge Construction on Illinois Route 390 at Milepost 12.1 (Rohling Road). This Change Order is to provide for additional quantity of pavement, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order in the amount of \$442,200.00 increasing the upper limit of compensation with Lorig Construction Company under the Agreement from \$26,623,002.98 to \$27,065,202.98 on Contract I-13-4600 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is highly cursive and loops around itself, starting from the left and ending on the right side of the line.

RESOLUTION NO. 20801

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20600 approved on February 26, 2015, entered into an Agreement for Contract No. I-14-4648 with Benchmark Construction Company for Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) Water Main Relocation on Jane Addams Memorial Tollway (I-90) from Milepost 73.5 (Elmhurst Road) to Milepost 74.3 (Higgins Creek). This Change Order/Extra Work Order is to provide for the NSMJAWA Watermain Line Stop necessary to temporarily stop the flow inside the existing 72-inch diameter watermain to connect with newly relocated watermain.

Resolution

The Change Order/Extra Work Order in the amount of \$1,891,709.00 increasing the upper limit of compensation with Benchmark Construction Company under the Agreement from \$18,538,027.70 to \$20,429,736.70 on Contract I-14-4648 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20802

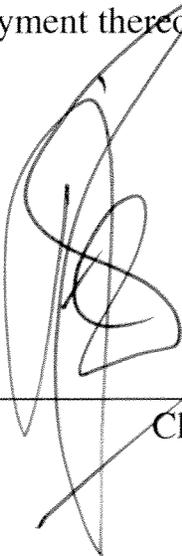
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20105 approved on September 26, 2013, entered into an Agreement for Contract No. I-13-5676 with Lorig Construction Company / Lindahl Brothers Inc. (JV) for Noise and Retaining Wall Construction and Drainage Improvements on Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (East of Oakton Street). This Extra Work Order is to provide for removal and stockpiling of excess material.

Resolution

The Extra Work Order in the amount of \$ 245,384.42 increasing the upper limit of compensation with Lorig Construction Company / Lindahl Brothers Inc. (JV) under the Agreement from \$28,218,612.87 to \$28,463,997.29 on Contract I-13-5676 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____


Chairman

8/27/15

6.2/17

RESOLUTION NO. 20803

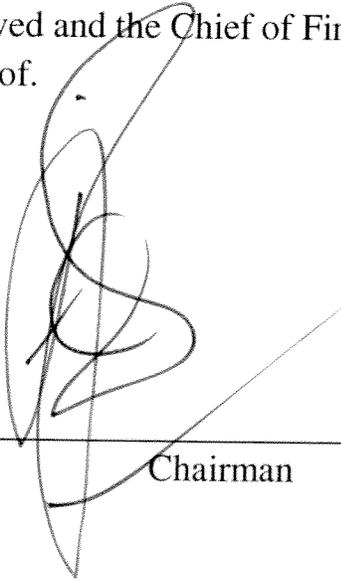
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20208 approved on January 23, 2014, entered into Contract I-13-4165 with Meade, Inc for Intermediate Power Distribution and Communication (IPDC) Facility Fabrication and Installation, on the Jane Addams Memorial Tollway (I-90) from Milepost 18.5 (East of Kishwaukee River) to Milepost 53.1 (West of Elgin Plaza). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in the amount of \$474,731.82 on Contract No. I-13-4165 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____
Chairman

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around itself. The word "Chairman" is printed below the line.

RESOLUTION NO. 20804

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20005 approved on June 27, 2013, entered into Contract No. I-13-4115 with Plote Construction, Inc. for Roadway Widening & Reconstruction, on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 49.7 (Union Pacific Railroad) to Milepost 53.6 (West of the Elgin Toll Plaza). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4115 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____

Chairman

8/27/15

6.2/19

RESOLUTION NO. 20805

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20030 approved on July 25, 2013, entered into Contract No. I-13-4137 with William Charles Construction Company, LLC for Pavement, Drainage, Guardrail and Structural Repairs on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 17.8 (Mill Road) to Milepost 18.4 (East of Kishwaukee River). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4137 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20806

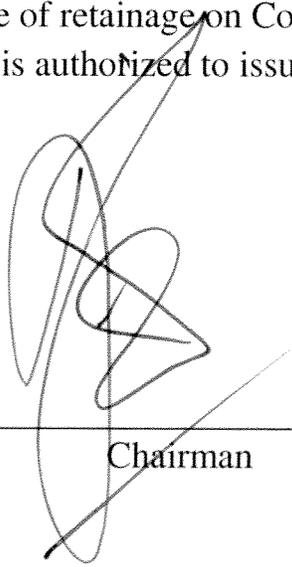
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19935 approved on March 28, 2013, entered into Contract No. RR-13-5658 with A.C. Pavement Striping Company for Pavement Marking on the Tri-State Tollway (I-294), from Milepost 37.5 to Milepost 55.0; Tri-State Tollway (I-94) from Milepost 0.0 to Milepost 21.5; Jane Addams Memorial Tollway (I-90) east of the Fox River, Milepost 55.7. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-13-5658 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20807
AMENDING RESOLUTION NO. 19584

Background

Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$300,000.00 for any and all land acquisition fees and costs needed for the Reagan Memorial Tollway Project, Project No. I-11-4009. Resolution 19584 must be amended to identify parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Reagan Memorial Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 19584 identifies the parcel and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcel listed herein on Exhibit "A" ("Identified Parcel") which is attached hereto and incorporated herein by this reference. This acquisition is necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$300,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

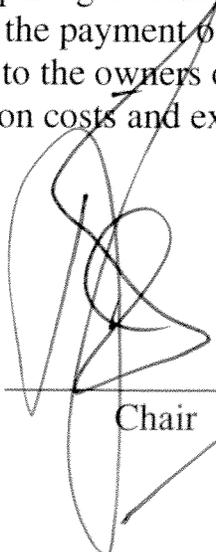
RESOLUTION NO. 20807
AMENDING RESOLUTION NO. 19584

Resolution – Continued

In the event all or the part of the Parcel identified on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire the needed Identified Parcel by instituting and proceeding to acquire said Identified Parcel by eminent domain in the name of the Tollway.

The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcel and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcel and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$300,000.00.

Approved by:



Chair

8/27/15

6.2/21

RESOLUTION NO. 20807
AMENDING RESOLUTION NO. 19584

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4009- IDENTIFICATION OF PARCELS

Reagan Memorial Tollway

EXHIBIT "A"
Project RR-11-4009
Reagan Memorial Tollway

PARCEL NUMBER **LEE COUNTY PIN NUMBER/OR DESCRIPTION**

E-4-66

THAT PART OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 9,
TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, IN LEE COUNTY, ILLINOIS

A STRIP OF LAND 100 FEET WIDE, 50 FEET ON EACH SIDE OF THE CENTERLINE OF THE MAIN TRACK OF THE ILLINOIS CENTRAL RAILROAD, BOUNDED ON THE NORTH END OF THIS STRIP BY A LINE FROM A POINT WESTERLY FROM SAID CENTERLINE 240 FEET NORTHERLY FROM THE CENTERLINE OF A HIGHWAY KNOWN AS THE EAST-WEST TOLLWAY EXTENSION, TO A POINT EASTERLY FROM SAID RAILROAD CENTERLINE 270 FEET NORTHERLY FROM SAID EXTENSION CENTERLINE, AND BOUNDED ON THE SOUTH END OF THIS STRIP BY A LINE FROM A POINT WESTERLY FROM SAID RAILROAD CENTERLINE 165 FEET SOUTHERLY FROM SAID EXTENSION CENTERLINE, TO A POINT EASTERLY FROM SAID RAILROAD CENTERLINE 150 FEET SOUTHERLY FROM SAID EXTENSION CENTERLINE.

RESOLUTION NO. 20808

Background

Resolution 19584 amended by Resolution 19881 and amended by Resolution 19985 and amended by Resolution 20019 established a budget for \$18,400,000.00 for land acquisition to include appraisals, legal, title work, offers, negotiations, purchases, or acquire by eminent domain for the Jane Addams Memorial Tollway. Land Acquisition continues in its efforts to acquire all real estate interests, including fee titles, permanent easement, temporary easements and access control, of the parcels identified in Resolutions 19904, 19948, 20087, 20158, 20192, 20226, 20274, 20318, 20369, 20396, 20446 and 20494 as amended from time to time.

The aforementioned Resolutions establish authority for the Land Acquisition Unit, certain other Tollway employees, vendors and agents to acquire all needed real estate interests including but not limited to making offers, negotiating, purchasing, and settling in an amount not to exceed \$18,400,000.00.

These acquisitions are necessary and convenient to secure all needed real estate and the interests in real estate.

Resolution

In connection with Tollway Identified Parcel NW-6B-13-015 located in Cook County, Illinois, The Land Acquisition Manager is authorized to enter into and sign the real estate contract and any other related or necessary documents for the acquisition of this Parcel consistent with the terms presented to the Board, the discussions in the executive session and as supported by the Administrative Documentation. The Chief of Finance is authorized to issue warrants for all acquisition costs including, but not limited to, agreed upon purchase price, amounts due to first lien lender or loan servicer to clear title, acquisition fees, costs, closing costs, title fees, title escrow closing (including but not limited to

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6.2/22

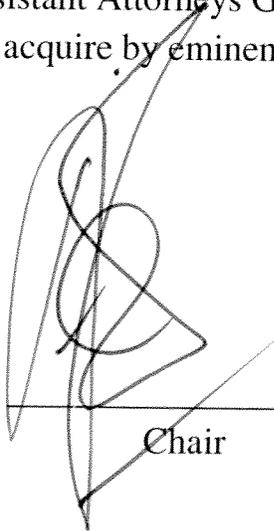
RESOLUTION NO. 20808

Resolution – Continued

depositing all funds necessary to close through escrow), appraisers, negotiators, surveyors, title insurers, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring Parcel NW-6B-13-015, and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcel NW-6B-13-015, if necessary.

If Parcel NW-6B-13-015 as previously identified in above noted Resolutions is not able to be closed and the contract consummated then the Land Acquisition Manager and the General Counsel are authorized and directed to retain the services of Special Assistant Attorneys General to acquire this Parcel by instituting and proceeding to acquire by eminent domain in the name of the Tollway.

Approved by:



Chair

RESOLUTION NO. 20809

Background

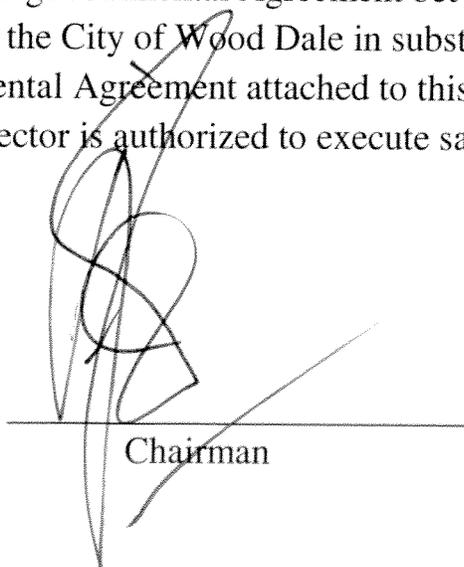
It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter an Intergovernmental Agreement with the City of Wood Dale (“City”). As part of the Elgin-O’Hare expansion project, the Tollway will construct new bridges to carry the Tollway over Mittel Drive and Salt Creek and perform all other associated and necessary construction work in and near this area. To complete the work, the Tollway requires a permanent easement from the City for which it will pay fair market value.

In addition to the planned Tollway construction, the City has requested that, at its expense, the Tollway add signage on the north and south parapet walls of the Mittel Drive bridge. Further, the City has also requested that the Tollway install black access control fencing around the compensatory storage and detention ponds. After deducting cost of the requested City work from the amount the Tollway will owe the City for the permanent easement, the Tollway will owe the City an amount currently estimated at \$97,161.89.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the City of Wood Dale in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by:



Chairman

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE CITY OF WOOD DALE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2015, 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 CITY OF WOOD DALE, a municipal corporation of the State of Illinois, hereinafter called the "CITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts will occur within the CITY's jurisdictional boundaries. This AGREEMENT includes the scope of improvements included in ILLINOIS TOLLWAY contract I-13-4631, Salt Creek Bridge and Mittel Drive Bridge (hereinafter referred to as the "PROJECT") which include the following improvements:

The construction of Illinois Route 390 between Salt Creek and Mittel Drive (south of Thorndale Avenue). Two (2) new single span structures will be constructed to carry the Toll Highway over Mittel Drive and two (2) new two-span structures will be constructed to carry the Toll Highway over Salt Creek. Compensatory storage and a detention pond will be constructed between Salt Creek and Mittel Drive. Mittel Drive will be widened and resurfaced from south of existing Thorndale Avenue underneath the proposed structure and the existing on-street bike lanes on both sides of the roadway will be improved and maintained. Lighting will be relocated on Mittel Drive and underpass lighting will be installed under the Mittel Drive bridges. Retaining walls including a leaf form liner pattern shall be constructed, drainage improvements, pavement markings, signing, highway lighting and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include in its PROJECT special form liner signage ("THE CITY OF WOOD DALE") on the north and south parapet walls of the Mittel Drive bridge and black access control fencing around the compensatory

storage and detention pond between Salt Creek and Mittel Drive, hereinafter referred to as the "CITY IMPROVEMENTS"; and

WHEREAS, because of the PROJECT, the CITY's existing water main located under the Mittel Drive Bridge and the CITY's sanitary line located on CITY property will be removed and replaced and a new sanitary manhole shall be installed; and

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

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the CITY by the ILLINOIS TOLLWAY.
- C. The CITY shall review the plans and specifications which impact the CITY's maintained highways and facilities within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the CITY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the CITY shall mean the CITY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the CITY's maintained highways and facilities. In the event of disapproval, the CITY 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 resolved in accordance with Section IX of this AGREEMENT.

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- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The CITY shall grant and consent to any and all permits, rights of access (ingress and egress), and temporary use of its property and CITY rights of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the CITY.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. The ILLINOIS TOLLWAY, at its own expense, shall acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications.
- C. The CITY agrees to convey to the ILLINOIS TOLLWAY, Parcel EO-1B-12-911 as a Permanent Easement, necessitated by the installation of the Mittel Drive Bridge structures, (as shown on "Exhibit A"). The appraised fair market value will be credited to the CITY. These sums shall be used to offset costs of improvements requested by the CITY.
- D. Prior to any transfer of real property interests owned by the CITY, (Parcel EO-1B-12-911) to advance the PROJECT and not delay any schedules, the CITY shall permit, consent to, authorize and grant to the ILLINOIS TOLLWAY all rights of entry, licenses, permits, or other authorization necessary to enter, access and use all real property owned by the CITY that is required to construct the PROJECT. In furtherance thereof, the CITY shall allow the ILLINOIS TOLLWAY, its employees, vendors, and/or its contractor(s) to use said real property to complete the PROJECT. The CITY shall grant, permit and allow the ILLINOIS TOLLWAY unrestricted use, access, ingress, and egress for all construction, maintenance, and repair necessary as part of the PROJECT. In addition, the CITY shall waive any contractor's surety bonding requirements. Approval of any permit

shall not be unreasonably withheld by the CITY. Permits and Right of Entry agreements shall be in a form acceptable to the ILLINOIS TOLLWAY.

- E. In the event, the ILLINOIS TOLLWAY identifies other areas of the CITY's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the CITY, shall issue the ILLINOIS TOLLWAY permission without charge to the ILLINOIS TOLLWAY, allowing the ILLINOIS TOLLWAY all temporary use necessary in furtherance of this AGREEMENT. In addition, the CITY shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, that those lands impacted by the ILLINOIS TOLLWAY or this PROJECT be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the CITY.

III. UTILITY RELOCATION

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

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- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the CITY shall be submitted to the CITY for approval prior to commencing such work. The CITY 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 CITY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the CITY within fifteen (15) calendar days after delivery to the CITY of the proposed deviation, the proposed deviation shall be deemed approved by the CITY.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the CITY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the CITY prior to commencement of work on the PROJECT.
- D. The CITY 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 CITY's system. The CITY shall assign personnel to perform inspections on behalf of the CITY of all work included in the PROJECT that affects the CITY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the CITY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the CITY, and the CITY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the CITY does not perform a final inspection within seven (7) 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 hereto, the PROJECT shall be deemed accepted by the CITY. At the request of the CITY, 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 CITY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The CITY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06

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included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. It is mutually agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall credit the CITY the appraised fair market value of the permanent easement, Parcel EO-1B-12-911, in the amount of \$107,000.00. This amount shall offset the CITY IMPROVEMENTS as detailed below.
- C. It is mutually agreed that the CITY shall be responsible for the CITY IMPROVEMENTS which are estimated as follows:
 - 1. Special form liner signage on the north and south parapet walls of the Mittel Drive Bridge - \$8,200.00.
 - 2. The cost differential of the black vinyl coated access control fencing around the proposed compensatory storage and detention pond west of Mittel Drive - \$354.88.
- D. It is mutually agreed by the PARTIES hereto that the cost to the CITY for the subject of this AGREEMENT only is estimated at \$8,554.88 for construction costs, \$427.74 (5% of construction costs) for preliminary and design engineering, and \$855.49 (10% of construction costs) for construction engineering for a total estimated cost of \$9,838.11, (as detailed on "Exhibit B").
- E. The PARTIES also agree that subsequent agreements will be required for future ILLINOIS TOLLWAY contracts in reference to the EOWA. The ILLINOIS TOLLWAY and the CITY agree that the CITY's estimated costs for the CITY's IMPROVEMENTS as stated in this AGREEMENT are less than the cost of the right of way the ILLINOIS TOLLWAY is purchasing from the CITY. Therefore the CITY IMPROVEMENTS shall be paid for by the ILLINOIS TOLLWAY and a credit shall be applied in the amount of \$97,161.89 to the CITY's cost responsibility for requested CITY IMPROVEMENTS on future EOWA contracts involving the CITY. All payments and credits shall be based upon actual final costs.
- F. Either the CITY 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 CITY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the CITY.
- 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, 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, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 - 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 - 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

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- 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 Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- 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 another, 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 road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road 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 road and the toll highway.



VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain Illinois Route 390 in its entirety.
- B. The CITY agrees to maintain, or cause to maintain, Mittel Boulevard (north of Thorndale Avenue) and Mittel Drive (south of Thorndale Avenue), including the new storm sewer, catch basin, and inlets on Mittel Drive, the new water main installation on Mittel Drive, the encased sanitary line, all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, the cost differential for the upgraded access control fence, lighting, underpass lighting, signing, roads, and any other property within its jurisdiction, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the CITY at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 1	Eastbound Illinois Route 390 over Salt Creek
Type 1	Westbound Illinois Route 390 over Salt Creek
Type 1	Eastbound Illinois Route 390 over Mittel Drive
Type 1	Westbound Illinois Route 390 over Mittel Drive

- I. Type 1 - ILLINOIS TOLLWAY Right of Way over a Local Road
 - a. The CITY has all maintenance responsibility as to the following:
 - i. All CITY right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, the differential cost of the special form liner signage on the north and south parapet walls on the Mittel bridge, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
 - ii. All drainage facilities on CITY right of way which drain CITY highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on CITY property for the purpose of carrying exclusively Toll Highway drainage;
 - iii. All underpass lighting;
 - b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY right of way at an intersection not maintained by the CITY, as set forth herein, including but not limited to the entire grade

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separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, the parapet walls and fences.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of CITY highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the CITY shall continue to maintain all portions of the PROJECT within the CITY'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 CITY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the CITY, 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 CITY 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 other party.
- E. Nothing herein is intended to prevent or preclude the CITY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Wood Dale and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of Illinois Route 390. The CITY shall retain jurisdiction of Mittel Drive traversed or affected by Illinois Route 390 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.
- 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 such subject matter.

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- D. Wherever in this AGREEMENT approval or review by either the CITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. 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.
- F. In the event of a dispute between CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Director of Public Works of the CITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the CITY's new storm sewer, catch basin, and inlets on Mittel Drive, the new water main installation on Mittel Drive, the encased sanitary line, all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, underpass lighting, signing, roads, or other items constructed for the benefit of the City, or a dispute concerning the plans and specifications for the CITY's new storm sewer, catch basin, and inlets on Mittel Drive, the new water main installation on Mittel Drive, the encased sanitary line, all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, underpass lighting, signing, roads, or other items constructed for the benefit of the CITY, the Chief Engineer of the ILLINOIS TOLLWAY and the Director of Public Works of the CITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the CITY's new storm sewer, catch basin, and inlets on Mittel Drive, the new water main installation on Mittel Drive, the encased sanitary line, all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, underpass lighting, signing, roads, or other items constructed for the benefit of the CITY, the decision of the Director of Public Works of the CITY 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.
- 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.

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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.

- Q. 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 CITY OF WOOD DALE

By: _____
Nunzio Pulice, Mayor

Attest: _____
Shirley J. Siebert, City Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 20810

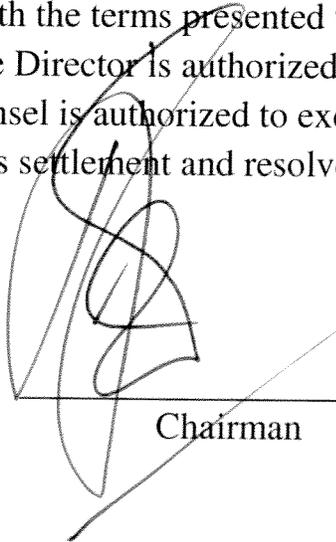
Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated and been offered a proposed settlement regarding a property damage incident (Tollway file no. 15-13-4431, DOL: 8/16/13) with Rhino Foods, in the amount of \$43,402.40. It is in the best interest of the Tollway to go forward with the settlement on the terms proposed.

Resolution

The settlement of this property damage claim involving Rhino Foods is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chair or the Executive Director is authorized to execute the final settlement agreement, the General Counsel is authorized to execute any and all other documents necessary to effectuate this settlement and resolve all adjunct legal matters.

Approved by:



Chairman

RESOLUTION NO. 20811

Background

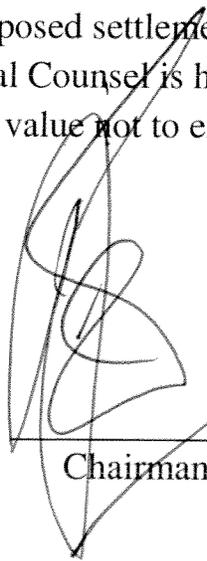
It is in the best interest of the Illinois State Toll Highway Authority to settle an eminent domain action titled ISTHA v. Mattioli et al., 2014 ED 16. This case was brought by the Tollway in DuPage County, Illinois after the parties were unable to negotiate an administrative settlement. The Tollway required 1.628 acres for the construction of the Elgin-O’Hare Tollway. The property is located in or near Itasca, Illinois.

The Court previously set Preliminary Just Compensation (“PJC”) at \$1,310,305. The PJC amount has been posted by the Tollway. The parties have tentatively agreed to fully settle the matter for the amount of PJC, or \$1,310,305.

Resolution

The proposed settlement in the amount of \$1,310,305 is fair and reasonable and the General Counsel is hereby authorized to settle the above referenced litigation for a value not to exceed this amount.

Approved by:



Chairman