

## RESOLUTION NO. 20093

**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 2012 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 \$548,328 incurred for the audit period ending December 31, 2012, 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:   
Chair

## RESOLUTION NO. 20094

**Background**

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

Pursuant to the Act, the Amended and Restated Trust Indenture between the Authority and The Bank of New York Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., and The First National Bank of Chicago, as Trustee (the "*Trustee*"), effective March 31, 1999 and as supplemented and amended to the date of adoption of this Resolution (the "*Indenture*"), the Authority is authorized to issue its revenue bonds for any lawful purpose including, among others, extending and improving the Tollway System and refunding or advance refunding any of its revenue bonds then outstanding (the "*Revenue Bonds*").

Pursuant to the Act and the Indenture, the Authority has issued and has outstanding several series of Revenue Bonds.

In connection with the issuance of certain series of the Revenue Bonds, the Authority has entered into one or more Hedge Agreements (as defined in the Indenture) related thereto.

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "*Dodd-Frank Act*") addresses the regulation of swap and other derivatives transactions such as the Hedge Agreements (collectively, "*Swap Transactions*").

Pursuant to the Dodd-Frank Act, the Commodity Futures Trading Commission (the "*CFTC*") has promulgated regulations, including new business conduct standards (the "*CFTC Regulations*"), applicable to providers of Swap Transactions (the "*Swap Providers*") and to their counterparties, such as the Authority.

For purposes of the CFTC Regulations, the Authority is a "Special Entity," entitled to certain duties from the Swap Providers with whom they conduct or propose to conduct business.

In order to avail itself of the services of Swap Providers under the statutory and regulatory regime contained in the Dodd-Frank Act and the CFTC Regulations, whether in connection with amendments or terminations of existing Hedge Agreements or the discussion of existing or future Swap Transactions, the Authority will need to, among other things, (i) rely on advice from a Qualified

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**continued Background**

Independent Representative, being an independent professional having demonstrated experience in the field of swap and other derivative transactions executed by States, State agencies, municipalities or other units of local government or political subdivisions and meeting the applicable qualifications of the Dodd-Frank Act and the CFTC Regulations (a “QIR”), (ii) approve written policies and procedures to be followed by the Authority and its officers and staff in selecting and retaining one or more QIRs and (iii) retain one or more QIRs.

Pursuant to the Authority’s Request for Proposals — 12-0161 Financial Advisory Services (the “*Financial Advisory RFP*”), the Authority has entered into contracts for financial advisory services with A.C. Advisory, Inc., Acacia Financial Group, Inc., Columbia Capital Management, LLC, Public Financial Management, Inc. and PFM Asset Management LLC (collectively, the “*Financial Advisors*”).

The services to be provided by a QIR are of the type contemplated by the Financial Advisory RFP.

In order for the Authority to continue to manage its outstanding Hedge Agreements and discuss with Swap Providers additional Swap Transactions, it is necessary for the Authority to (i) approve written policies and procedures to be followed by the Authority and its officers and staff in selecting and retaining one or more QIRs, (ii) approve the retention of one or more of the Financial Advisors to serve as QIRs in accordance with the requirements of the Dodd-Frank Act and the CFTC Regulations and (iii) approve and authorize the execution of agreements with QIRs and certain other documents and agreements, including one or more Safe Harbor Letters (as hereinafter described and defined) and certain documentation published by the International Swaps and Derivatives Association, Inc. (“*ISDA*”) as part of its Dodd-Frank Documentation Initiative to assist swap market participants in complying with the CFTC Regulations (the “*ISDA Protocol Documentation*”) and (iv) approve and authorize the performance of acts necessary or convenient in connection with the implementation of this Resolution, including such acts as are necessary or convenient to permit the Authority to manage its outstanding Hedge Agreements and pursue additional Swap Transactions in accordance with the provisions of the Dodd-Frank Act and the CFTC Regulations.

**Resolution**

IT IS HEREBY RESOLVED by The Illinois State Toll Highway Authority as follows.

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**continued Resolution**

1. *Incorporation of Background.* The background of this Resolution is hereby incorporated into this text as if set out in full herein.

2. *Approval of Certain Policies and Procedures.* It is necessary and in the best interests of the Authority to avail itself of the services of Swap Providers under the statutory and regulatory regime contained in the Dodd-Frank Act and the CFTC Regulations and in connection therewith, the Authority hereby adopts the policies and procedures attached hereto as *Exhibit A* (the “*Swap Advisor Policies and Procedures*”). The Swap Advisor Policies and Procedures are to be followed by the Authority and its officers and staff in selecting and retaining one or more Qualified Independent Representatives as authorized by this Resolution.

3. *Approval and Retention of QIRs.* The retention of one or more of the Financial Advisors to serve as QIRs in accordance with the requirements of the Dodd-Frank Act and the CFTC Regulations is hereby approved. The Executive Director and Chief of Finance of the Authority are each hereby authorized to solicit expressions of interest from each of the Financial Advisors to provide the services required of a QIR. Any QIR to be retained by the Authority as pursuant to the authorization contained in this Resolution must meet the applicable qualifications of the Dodd-Frank Act, the CFTC Regulations and the Swap Advisor Policies and Procedures.

The agreement of a Financial Advisor to serve as a QIR (a “*QIR Agreement*”) shall be for a term not in excess of that Financial Advisor’s term under its contract to provide financial advisory services to the Authority that was authorized and executed pursuant to the Financial Advisory RFP (the “*Financial Advisory Contract*”). Compensation of a Financial Advisor for services as a QIR shall be as provided in that Financial Advisor’s Financial Advisory Contract. To the greatest extent possible, any QIR Agreement shall contain only those terms and provisions necessary to comply with the Dodd-Frank Act, the CFTC Regulations and the Swap Advisor Policies and Procedures. The Executive Director of the Authority is hereby authorized to execute and deliver any QIR Agreement not inconsistent with the terms and provisions of this Resolution.

4. *Execution and Delivery of Safe Harbor Letters and ISDA Protocol Documentation.* Following the execution and delivery of one or more QIR Agreements as authorized herein, the Chair and the Executive Director of the Authority are each hereby authorized to execute and deliver (i) one or more “safe harbor letters” in a form responsive to the Dodd-Frank Act and the CFTC Regulations, which “safe harbor letters” shall be substantially in the form

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**continued Resolution**

prescribed by ISDA and attached hereto as *Exhibit B* (the “*Safe Harbor Letter*”) and (ii) the ISDA Protocol Documentation in the form at the time prescribed by ISDA, which may include, among other documentation, the ISDA DF Protocol Agreement, the ISDA DF Supplement, the ISDA DF Protocol Questionnaire and related Addenda. Each Safe Harbor Letter and the ISDA Protocol Documentation shall be executed in the forms as described above, in each case with such revisions, insertions, completions and modifications therein as shall be approved by the Chair or Executive Director of the Authority executing the same and by the General Counsel of the Authority that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the approval of the Chair, the Executive Director, the General Counsel and this Authority of such revisions, insertions, completions and modifications thereof.

5. *Authorized Acts.* The Chair, the Executive Director, the Secretary, the Assistant Secretary, the Chief of Finance and the General Counsel of the Authority are each hereby authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable to permit the Authority to manage its outstanding Hedge Agreements and pursue additional Swap Transactions in accordance with the provisions of the Dodd-Frank Act and the CFTC Regulations, including by engaging and retaining one or more QIRs and executing and delivering one or more QIR Agreements, one or more Safe Harbor Letters and the ISDA Protocol Documentation as authorized herein.

6. *Limitations on Actions.* This Resolution shall not be deemed to constitute independent authorization for any official officer or staff of the Authority to take any actions with respect to amending or terminating any existing Hedge Agreements, other than as described herein with respect to actions necessary or convenient to permit the Authority to manage its outstanding Hedge Agreements and pursue additional Swap Transactions in accordance with the provisions of the Dodd-Frank Act and the CFTC Regulations, nor is it intended to revoke any authorization previously granted with respect to existing Hedge Agreements.

7. *Ratification.* All acts and undertakings of the officials, staff or officers of the Authority that are in conformity with the purposes and intent of this Resolution are in all respects approved and confirmed.

8. *Approval of Attorney General.* Notwithstanding anything herein to the contrary, this Authority’s approval of any QIR Agreement and the ISDA

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**continued Resolution**

Protocol Documentation is subject to any necessary further approval as to the form and constitutionality thereof by the Attorney General of the State of Illinois.

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

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

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



Chair

## EXHIBIT A

### POLICIES AND PROCEDURES TO BE FOLLOWED BY THE AUTHORITY, ITS OFFICERS AND STAFF WITH RESPECT TO SWAP AND OTHER DERIVATIVE AGREEMENTS

#### *Section 1. Definitions.*

“*Authority*” means The Illinois State Toll Highway Authority.

“*CFTC*” means the Commodity Futures Trading Commission.

“*CFTC Regulations*” means the regulations promulgated by the CFTC pursuant to the Dodd-Frank Act, particularly the business conduct standards contained in 17 CFR 23.400 *et seq.*

“*Chief of Finance*” means the Chief of Finance of the Authority

“*Dodd-Frank Act*” means the Dodd-Frank Wall Street Reform and Consumer Protection Act.

“*Hedge Agreement*” shall have the meaning assigned to such term in the Indenture.

“*Indenture*” means the Amended and Restated Trust Indenture between the Authority and the Trustee effective March 31, 1999 and as supplemented and amended from time to time.

“*Swap Advisor*” means an independent professional with demonstrated experience in the field of swap and other derivative agreements executed by States, State agencies, municipalities or other units of local government or political subdivisions, which independent professional meets all applicable requirements to serve as a Qualified Independent Representative pursuant to the provisions of the Dodd-Frank Act and the CFTC Regulations.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., as successor trustee.

*Section 2. Requirement to Retain Swap Advisor.* The Authority shall retain a Swap Advisor for all negotiations and transactions relating to its swap and other derivative agreements, including Hedge Agreements executed and delivered pursuant to the Indenture, whether currently in existence or to be executed in the future. Any Swap Advisor so retained shall have proven experience with swap and other derivative agreements executed by States, State agencies, municipalities or other units of local government or political subdivisions. Any such Swap Advisor must comply with all applicable requirements of the Dodd-Frank Act and the CFTC Regulations related thereto. The Swap Advisor shall be required to provide representations and enter into agreements consistent with the Dodd-Frank Act and the CFTC Regulations and the Swap Advisor shall be required to comply with all continuing requirements of Dodd-Frank Act and CFTC Regulations and provide prompt notice to the Authority of any representation that becomes incorrect or misleading in any material respect.

*Section 3. Reporting and Monitoring.* The Authority will comply in good faith with policies and procedures reasonably designed to ensure that any Swap Advisor retained as a Qualified Independent Representative will satisfy all applicable requirements of the Dodd-Frank Act and CFTC Regulations. The Authority will monitor the performance of any Swap Advisor on an ongoing basis.

**EXHIBIT B**

**SAFE HARBOR LETTER**

[FOR "SPECIAL ENTITIES" THAT ARE NOT SUBJECT TO ERISA]\*

[SWAP DEALER LETTERHEAD]

[Date]

The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515

Re: Communications Regarding Swaps

The Commodity Futures Trading Commission ("CFTC") has adopted rules governing business conduct standards for swap dealers and other parties.<sup>1</sup> The rules apply to communications regarding Swaps, including communications that occur prior to entering into a Swap.<sup>2</sup> The purpose of this letter is to enable us to engage in communications that fall within a "safe harbor" available under those rules for certain types of "special entities."

Please note that we may need to significantly limit our communications regarding Swaps if the conditions of the safe harbor are not satisfied as provided in this letter or otherwise. In addition, any Swap that may be entered into would be subject to a separate written agreement of the parties that satisfies the documentation requirements of the Dodd-Frank Act, as well as any

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\* *Note:* This form of letter is appropriate for the following types of "special entities" within the meaning of the CFTC's external business conduct rules: (1) a Federal agency, (2) a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State, (3) a governmental plan, as defined in Section 3 of ERISA, (4) an endowment (including an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986), or (5) an employee benefit plan defined in Section 3 of ERISA, not otherwise defined as a special entity that elects to be a special entity pursuant to CFTC Regulation 23.401(c)(6).

Forms of letters addressing safe harbors for other types of special entities and for other counterparties are also available.

*Note:* This SD/CP letter is intended to meet the safe-harbors under CFTC Reg. 23.434 and 23.440. If the special entity has designated a qualified independent representative, consider having the QIR/CP letter signed and delivered by the special entity and its representative in addition to this SD/CP letter.

<sup>1</sup> *Business Conduct Standards for Swap Dealers and Major Swap Participants With Counterparties*, 77 Fed. Reg. 9734 (Feb. 17, 2012).

<sup>2</sup> As used in this letter, "Swap" means a "swap," as defined in the Section 1a(47) of the Commodity Exchange Act and CFTC Regulation 1.3(xxx). The term also includes any foreign exchange swaps and foreign exchange forwards that may be exempted from regulation as "swaps" by the Secretary of the Treasury pursuant to authority granted by Section 1a(47)(E) of the Commodity Exchange Act. For these purposes, "Swap" includes a new swap and any material amendment, mutual unwind or novation of an existing Swap. The term "Swap" also includes any trading strategy involving a Swap.

other approvals and conditions that each party may require before entering into a Swap.<sup>3</sup> One of those conditions is that you have a representative (who may, but need not, be your employee) that satisfies the applicable requirements of CFTC Regulation 23.450 (a “*qualified independent representative*”). You may satisfy that condition by delivering to us a letter in the form attached hereto, signed by you and a qualified independent representative.

To satisfy the conditions of the safe harbor for Swap communications, we are making the disclosures and agreements set forth below and ask that you make the representations and agreements set forth below.

We (“*SD*”) hereby make the following disclosures to you (“*CP*”) as of the date hereof:

- (1) *SD* is not undertaking to act in the best interests of *CP*;
- (2) *SD* is acting in its capacity as a counterparty and is not undertaking to assess the suitability of any Swap for *CP*; and
- (3) *SD* is not expressing, and has not expressed, an opinion as to whether *CP* should enter into a Swap.

*CP* hereby makes the following representations as of the date hereof:

- (1) *CP* will not rely on any “recommendation” (as such term is used in CFTC Regulations 23.434 and 23.440) with respect to a Swap provided by *SD*;
- (2) *CP* will rely on advice from a “qualified independent representative” (as defined above);
- (3) *CP* is exercising independent judgment in evaluating the “recommendations” of *SD* with regard to any Swap; and
- (4) *SD* is not expressing, and has not expressed, an opinion as to whether *CP* should enter into a Swap.

*SD* and *CP* each hereby agree as follows:

- (1) Each disclosure or representation made by it in this letter will be deemed to be repeated by it at the time of each recommendation provided by *SD* with respect to any Swap and each time *SD* offers to enter into, or enters into, any Swap with *CP*; and
- (2) If any representation made by it in this letter becomes incorrect or misleading in any material respect, it will promptly correct and update such representation by notifying the other party in writing at the email address provided below.

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<sup>3</sup> The documentation requirements of the Dodd-Frank Act are addressed by protocols sponsored by ISDA (available at <http://www2.isda.org/functional-areas/protocol-management/open-protocols>).

\_\_\_\_\_

Executed and delivered with effect from the date first written above:

[Name of SD], herein "SD"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For purposes of this letter, notices may be provided to SD via e-mail to: \_\_\_\_\_

Agreed and accepted with effect from the date first written above:

The Illinois State Toll Highway Authority, herein "CP"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Director

For purposes of this letter, notices may be provided to CP via e-mail to: \_\_\_\_\_

[FORM OF QIR/CP LETTER]\*

[Date]

[Name and address of Swap Dealer]

Re: Communications Regarding Swaps

The undersigned special entity (“CP”) and representative (“*Designated QIR*”) are providing this letter to you (“SD”) in connection with Commodity Futures Trading Commission (“CFTC”) rules<sup>4</sup> governing business conduct standards for swap dealers and other parties with respect to Swaps.<sup>5</sup>

CP hereby makes the following representations as of the date hereof:

(1) CP has selected Designated QIR as a “qualified independent representative” within the meaning of CFTC Regulation 23.450; and

(2) CP has complied in good faith with written policies and procedures reasonably designed to ensure that Designated QIR satisfies the applicable requirements of CFTC Regulation 23.450(b)(1), and such policies and procedures

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\* *Note:* This form of letter is appropriate for the following types of “special entities” within the meaning of the CFTC’s external business conduct rules: (1) a Federal agency, (2) a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State, (3) a governmental plan, as defined in Section 3 of ERISA, (4) an endowment (including an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986), or (5) an employee benefit plan defined in Section 3 of ERISA, not otherwise defined as a special entity that elects to be a special entity pursuant to CFTC Regulation 23.401(c)(6).

Forms of letters addressing safe harbors for other types of special entities and for other counterparties are also available.

*Note:* This QIR/CP letter does not contain all terms needed to meet the safe-harbors under CFTC Reg. 23.434, 23.440 and 23.450. If the special entity and its qualified independent representative are prepared to sign and deliver this QIR/CP letter, the special entity and the swap dealer should consider signing and delivering the SD/CP letter in addition to this QIR/CP letter.

<sup>4</sup> *Business Conduct Standards for Swap Dealers and Major Swap Participants With Counterparties*, 77 Fed. Reg. 9734 (Feb. 17, 2012).

<sup>5</sup> As used in this letter, “Swap” means a “swap,” as defined in the Section 1a(47) of the Commodity Exchange Act and CFTC Regulation 1.3(xxx). The term also includes any foreign exchange swaps and foreign exchange forwards that may be exempted from regulation as “swaps” by the Secretary of the Treasury pursuant to authority granted by Section 1a(47)(E) of the Commodity Exchange Act. For these purposes, “Swap” includes a new swap and any material amendment, mutual unwind or novation of an existing Swap. The term “Swap” also includes any trading strategy involving a Swap.

provide for ongoing monitoring of the performance of such representative consistent with the requirements of CFTC Regulation 23.450(b)(1).

Designated QIR hereby makes the following representations as of the date hereof:

(1) The true name and address of Designated QIR are set forth on the signature page of this letter;

(2) Designated QIR has written policies and procedures reasonably designed to ensure that Designated QIR satisfies the applicable requirements of CFTC Regulation 23.450(b)(1);

(3) Designated QIR is exercising independent judgment in evaluating all “recommendations” (as such term is used in CFTC Regulations 23.434 and 23.440) with respect to a Swap provided by SD that are presented to Designated QIR;

(4) unless Designated QIR otherwise notifies SD in writing at the e-mail address provided below:

a. Designated QIR is not and, within one year of representing CP in connection with a Swap with SD has not been, an “associated person” (as that term is defined in Section 1a(4) of the Commodity Exchange Act) of SD;

b. There is no “principal relationship” (as that term is defined in CFTC Regulation 23.450(a)(1)) between Designated QIR and SD;

c. Designated QIR (i) provides timely and effective disclosures to CP of all material conflicts of interest that could reasonably affect Designated QIR’s judgment or decision making with respect to Designated QIR’s obligations to CP and (ii) comply with policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;

d. Designated QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with SD; and

e. To the best of Designated QIR’s knowledge, SD did not refer, recommend, or introduce Designated QIR to CP within one year of Designated QIR’s representation of CP in connection with any Swap with SD; and

(5) Designated QIR is legally obligated to comply with the applicable requirements of CFTC Regulation 23.450(b)(1) by agreement, condition of employment, law, rule, regulation, or other enforceable duty.

By signing this letter, CP and Designated QIR each hereby agree as follows:

(1) Each representation made by it in this letter will be deemed to be repeated by it at the time of each recommendation provided by SD with respect to any Swap and each time SD offers to enter into, or enters into, any Swap with CP; and

(2) If any representation made by it in this letter becomes incorrect or misleading in any material respect, it will promptly correct and update such representation by notifying SD in writing at the email address provided below.

Executed and delivered with effect from the date first written above:

The Illinois State Toll Highway Authority, herein "CP"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed and delivered with effect from the date first written above:

[Name of Designated QIR], herein "Designated QIR"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Agreed and accepted with effect from the date first written above:

[Name of SD], herein "SD"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For purposes of this letter, notices may be provided to SD via e-mail to:

\_\_\_\_\_



## RESOLUTION NO. 20096

**Background**

The Illinois State Toll Highway Authority (the "Tollway") requires manual license plate image review as a component of its Violation Processing System. Image review services are critical to the collection of violation revenue. Bridgeway Training Services NFP is a participant in the State Use Program. Under the State Use Program, employment opportunities are created for people working in not-for-profit agencies throughout the State of Illinois.

**Resolution**

Contract No. 10-0003 is awarded to Bridgeway Training Services NFP for a three (3)-year renewal. The contract is approved in the amount of \$9,000,000.00 for a renewal commencing January 1, 2014 through December 31, 2016; the Chair or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20097

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Temporary Staffing Services through the Central Management Services ("CMS") master contract with Seville Staffing, LLC (Tollway Contract No. 11-0216). These services are being obtained through CMS pursuant to Section 1.1040 of CMS's procurement rules and CMS's procurement authority delegated under the Illinois Procurement Code.

**Resolution**

The upper limit of compensation under Contract No. 11-0216 is increased in an amount not to exceed \$20,000.00 (increase from \$249,000.00 to \$269,000.00); the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20098

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Aluminum Extrusions. Pursuant to the Tollway's Invitation for Bid No. 13-0013, the Tollway has determined that MDSolutions, Inc. is the lowest responsible bidder for Aluminum Extrusions for an upper limit of compensation not to exceed \$540,553.76.

**Resolution**

The bid from MDSolutions, Inc. is accepted; Contract No. 13-0013 is approved in an amount not to exceed \$540,553.76; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20099

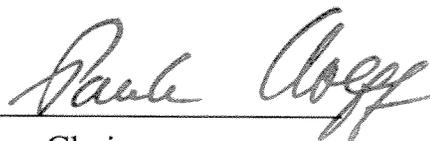
**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Uninterruptible Power Source ("UPS") Purchase, Replacement, and Installation Services from SEPS, Inc. (Contract No. 10-0063). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to issue a Change Order to increase the upper dollar limit of said contract by \$225,000.00 to allow for the purchase of additional UPS Purchase, Replacement, and Installation Services.

**Resolution**

A Change Order increasing the upper dollar limit of compensation of Contract No. 10-0063 by \$225,000.00 (from \$607,271.00 to \$832,271.00) is approved; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

RESOLUTION NO. 20100

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Employee Assistance Program ("EAP") Services. Pursuant to Tollway Request for Proposal No. 12-0102R, which proposals were evaluated by a selection committee, the Tollway has determined that Perspectives Ltd. provides the best value for EAP Services for an upper limit of compensation not to exceed \$120,000.00.

**Resolution**

The proposal from Perspectives Ltd. for EAP Services is accepted; Contract No. 12-0102R is approved in an amount not to exceed \$120,000.00; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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

## RESOLUTION NO. 20101

**Background**

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

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

**Resolution**

A Change Order increasing the upper dollar limit of compensation of Contract No. 11-0010 by \$240,000.00 (from \$143,250.00 to \$383,250.00) is approved; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20102

**Background**

As part of its Move Illinois Program, the Tollway will require the demolition of the Des Plaines Oasis. The Tollway's Lease Agreement with SFI Chicago Tollway LLC contemplates the early termination of an oasis facility and provides a compensation formula. Lease Agreement at Section 15.1. The cost to the Tollway to terminate the Des Plaines Oasis is \$9,316,735.20. The agreement requires the Tollway to pay SFI Chicago Tollway LLC \$9,316,735.20 with \$500,000.00 Des Plaines of the amount to be paid from SFI Chicago Tollway LLC's Renewal and Replacement account. The balance of \$8,816,735.20 is to be paid directly by the Tollway.

**Resolution**

The Chief of Finance and the General Counsel are authorized to negotiate and prepare a Des Plaines Oasis Agreement and General Release between the Illinois State Toll Highway Authority and SFI Chicago Tollway, LLC in substantially the form of the agreement attached to this Resolution, the Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants as required by the terms of the agreement.

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



Chair

## RESOLUTION NO. 20103

**Background**

The Lessee of the Tollway Oases, SFI Chicago Tollway LLC (hereinafter referred to as "SFI"), is currently responsible for the maintenance of the Oases facilities and their respective parking lots. While the parking lots have been maintained as required by the Oases Lease, the parking lots are showing structural wear. It is in the best interest of the parties to reconstruct all of the Oases parking lots, except for Des Plaines. This Second Amendment to the Lease Agreement identifies the terms of termination of the Des Plaines Oasis and also contemplates the Tollway and the Oases Lessee sharing the costs required to completely reconstruct the parking lots.

The Second Amendment requires the Tollway to rebuild the Oases parking lots which are estimated to cost \$17,000,000.00. These amounts will be paid through Tollway engineering and construction contracts which will be separately presented to the Board for approval. SFI Chicago Tollway LLC will pay \$8,500,000.00 toward the above-referenced parking lot construction costs. The Tollway will pay the balance of the costs currently estimated at \$8,500,000.00.

**Resolution**

The Chief of Finance and the General Counsel are authorized to negotiate and prepare a Second Lease Amendment between the Illinois State Toll Highway Authority and SFI Chicago Tollway, LLC in substantially the form of the document attached to this Resolution, the Chair or the Executive Director is authorized to execute said amendment, and the Chief of Finance is authorized to issue warrants as required by the terms of the Second Lease Amendment.

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



Chair

## RESOLUTION NO. 20104

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract No. I-13-5675 for Noise and Retaining Wall Construction and Drainage Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL Route 53) to Milepost 70.7 (Arlington Heights Road). The lowest responsible bidder on Contract No. I-13-5675 is IHC Construction Companies, LLC in the amount of \$21,817,473.10.

**Resolution**

Contract No. I-13-5675 is awarded to IHC Construction Companies, LLC in the amount of \$21,817,473.10, 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: \_\_\_\_\_

  
Chair

## RESOLUTION NO. 20105

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract No. I-13-5676 for Noise and Retaining Wall Construction and Drainage Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (East of Oakton Street). The lowest responsible bidder on Contract No. I-13-5676 is Lorig Construction Company / Lindahl Brothers Inc. Joint Venture in the amount of \$26,365,928.10.

**Resolution**

Contract No. I-13-5676 is awarded to Lorig Construction Company / Lindahl Brothers Inc. Joint Venture in the amount of \$26,365,928.10, 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 20106

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Retaining Wall, Noise Wall and Bridge Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 74.6 (Mount Prospect Road) to Milepost 76.1 (Lee Street), Contract No. I-13-4102. Alfred Benesch & Company has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,065,313.46. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Alfred Benesch & Company, to obtain Construction Management Services, Contract No. I-13-4102, with an upper limit of compensation not to exceed \$3,065,313.46, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20107

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19891 approved on February 28, 2013, entered into Contract No. RR-12-4047 with Plote Construction, Inc. for Roadway Resurfacing and Bridge Repair on the Veterans Memorial Tollway (I-355) from Milepost 0.0 (I-80) to Milepost 29.8 (Army Trail Road). This Change Order is to provide for an increase in the tonnage amount of aggregate used in the pavement asphalt mix; 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 \$483,271.80 increasing the upper limit of compensation from \$17,439,579.08 to \$17,922,850.88 on Contract No. RR-12-4047 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Handwritten signature of Paul Casey in cursive script, written over a horizontal line.

Chair

## RESOLUTION NO. 20108

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19568 approved on December 15, 2011, entered into Contract RR-11-5636 with R.W. Dunteman Company for Roadway and Bridge Rehabilitation on the Tri-State Tollway (I-294) from Milepost 30.0 (Cermak Toll Plaza) to Milepost 36.9 (Bensenville Bridge). To the Tollway's knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

**Resolution**

Release of retainage in excess of \$108,703.00 on Contract No. RR-11-5636 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

  
Chair

## RESOLUTION NO. 20109

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19724 approved on June 28, 2012, entered into Contract No. I-12-4037 with Plote Construction, Inc. for Median Shoulder Widening, Bridge Repair, and Intermittent Pavement Patching on the Jane Addams Memorial Tollway (I-90) from Milepost 45.0 (Sandwald Road) to Milepost 53.5 (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 in the amount of \$290,000.00 on Contract No. I-12-4037 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

Handwritten signature of Paul A. Lopez in cursive script.

Chair

RESOLUTION NO. 20110

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19769 approved on September 27, 2012, entered into Contract No. RR-12-4062 with Herlihy Mid-Continent Company for Noise Wall Extension at Plainfield Road on the Tri-State Tollway (I-294) from Milepost 24.4 to Milepost 24.5. To the Tollway's knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage in the amount of \$27,895.97 on Contract No. RR-12-4062 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

RESOLUTION NO. 20111

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19837 approved on December 13, 2012, entered into Contract No. I-12-4065 with Homer Tree Service, Inc. for Interchange Tree Removal Contract B on the Tri-State Tollway (I-294) at I-57 Interchange from Milepost 7.60 to Milepost 8.05. To the Tollway's knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage in the amount of \$4,912.31 on Contract No. I-12-4065 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

RESOLUTION NO. 20112

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19839 approved on December 13, 2012, entered into Contract No. I-12-4071 with Aldridge Electric, Inc. for Temporary Lighting and Advance ITS Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 17.6 (Mill Road) to Milepost 53.5 (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 in the amount of \$141,851.92 on Contract No. I-12-4071 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

RESOLUTION NO. 20113  
AMENDING RESOLUTION NO. 18825

**Background**

It is in the interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Village of East Hazel Crest (sometimes referred to as the "Village") whereby the Tollway will be selling excess real estate to the Village. The Tollway currently owns approximately .429 acres of real estate near I-294 situated along the west side of Halsted Street from I-80/94 south to 174th Street. The Village has approached the Tollway and asked it to sell the Village this property.

At its July 2009 meeting, the Tollway's Board of Directors passed Resolution No. 18825 approving an IGA with the Village where the Tollway agreed to sell the property at issue to the Village for \$75,000.00. For various reasons, the 2009 IGA was never executed and real estate in the area has experienced a drop in value. The property at issue has more recently been re-appraised at a current value of \$56,000.00. Subject to Board approval, the Tollway has agreed to sell the property at issue to the Village for \$56,000.00.

**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 Village of East Hazel Crest in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chair or the Executive Director is authorized to execute said agreement.

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

RESOLUTION NO. 20114

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Conducted Electrical Weapons from Ray O'Herron Co., Inc. as a Sole Source Contract No. 13-0190. The Tollway is authorized to procure the Conducted Electrical Weapons pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item was previously presented for public hearing and, with no objections having been noted, was approved by the Chief Procurement Officer.

**Resolution**

Contract No. 13-0190 is approved in an amount not to exceed \$245,544.00; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_  
*Paul Coy*  
Chair

## RESOLUTION NO. 20094

**Background**

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

Pursuant to the Act, the Amended and Restated Trust Indenture between the Authority and The Bank of New York Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., and The First National Bank of Chicago, as Trustee (the "*Trustee*"), effective March 31, 1999 and as supplemented and amended to the date of adoption of this Resolution (the "*Indenture*"), the Authority is authorized to issue its revenue bonds for any lawful purpose including, among others, extending and improving the Tollway System and refunding or advance refunding any of its revenue bonds then outstanding (the "*Revenue Bonds*").

Pursuant to the Act and the Indenture, the Authority has issued and has outstanding several series of Revenue Bonds.

In connection with the issuance of certain series of the Revenue Bonds, the Authority has entered into one or more Hedge Agreements (as defined in the Indenture) related thereto.

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "*Dodd-Frank Act*") addresses the regulation of swap and other derivatives transactions such as the Hedge Agreements (collectively, "*Swap Transactions*").

Pursuant to the Dodd-Frank Act, the Commodity Futures Trading Commission (the "*CFTC*") has promulgated regulations, including new business conduct standards (the "*CFTC Regulations*"), applicable to providers of Swap Transactions (the "*Swap Providers*") and to their counterparties, such as the Authority.

For purposes of the CFTC Regulations, the Authority is a "Special Entity," entitled to certain duties from the Swap Providers with whom they conduct or propose to conduct business.

In order to avail itself of the services of Swap Providers under the statutory and regulatory regime contained in the Dodd-Frank Act and the CFTC Regulations, whether in connection with amendments or terminations of existing Hedge Agreements or the discussion of existing or future Swap Transactions, the Authority will need to, among other things, (i) rely on advice from a Qualified

## RESOLUTION NO. 20094

**continued Background**

Independent Representative, being an independent professional having demonstrated experience in the field of swap and other derivative transactions executed by States, State agencies, municipalities or other units of local government or political subdivisions and meeting the applicable qualifications of the Dodd-Frank Act and the CFTC Regulations (a “QIR”), (ii) approve written policies and procedures to be followed by the Authority and its officers and staff in selecting and retaining one or more QIRs and (iii) retain one or more QIRs.

Pursuant to the Authority’s Request for Proposals — 12-0161 Financial Advisory Services (the “*Financial Advisory RFP*”), the Authority has entered into contracts for financial advisory services with A.C. Advisory, Inc., Acacia Financial Group, Inc., Columbia Capital Management, LLC, Public Financial Management, Inc. and PFM Asset Management LLC (collectively, the “*Financial Advisors*”).

The services to be provided by a QIR are of the type contemplated by the Financial Advisory RFP.

In order for the Authority to continue to manage its outstanding Hedge Agreements and discuss with Swap Providers additional Swap Transactions, it is necessary for the Authority to (i) approve written policies and procedures to be followed by the Authority and its officers and staff in selecting and retaining one or more QIRs, (ii) approve the retention of one or more of the Financial Advisors to serve as QIRs in accordance with the requirements of the Dodd-Frank Act and the CFTC Regulations and (iii) approve and authorize the execution of agreements with QIRs and certain other documents and agreements, including one or more Safe Harbor Letters (as hereinafter described and defined) and certain documentation published by the International Swaps and Derivatives Association, Inc. (“*ISDA*”) as part of its Dodd-Frank Documentation Initiative to assist swap market participants in complying with the CFTC Regulations (the “*ISDA Protocol Documentation*”) and (iv) approve and authorize the performance of acts necessary or convenient in connection with the implementation of this Resolution, including such acts as are necessary or convenient to permit the Authority to manage its outstanding Hedge Agreements and pursue additional Swap Transactions in accordance with the provisions of the Dodd-Frank Act and the CFTC Regulations.

**Resolution**

IT IS HEREBY RESOLVED by The Illinois State Toll Highway Authority as follows.

## RESOLUTION NO. 20094

**continued Resolution**

1. *Incorporation of Background.* The background of this Resolution is hereby incorporated into this text as if set out in full herein.

2. *Approval of Certain Policies and Procedures.* It is necessary and in the best interests of the Authority to avail itself of the services of Swap Providers under the statutory and regulatory regime contained in the Dodd-Frank Act and the CFTC Regulations and in connection therewith, the Authority hereby adopts the policies and procedures attached hereto as *Exhibit A* (the “*Swap Advisor Policies and Procedures*”). The Swap Advisor Policies and Procedures are to be followed by the Authority and its officers and staff in selecting and retaining one or more Qualified Independent Representatives as authorized by this Resolution.

3. *Approval and Retention of QIRs.* The retention of one or more of the Financial Advisors to serve as QIRs in accordance with the requirements of the Dodd-Frank Act and the CFTC Regulations is hereby approved. The Executive Director and Chief of Finance of the Authority are each hereby authorized to solicit expressions of interest from each of the Financial Advisors to provide the services required of a QIR. Any QIR to be retained by the Authority as pursuant to the authorization contained in this Resolution must meet the applicable qualifications of the Dodd-Frank Act, the CFTC Regulations and the Swap Advisor Policies and Procedures.

The agreement of a Financial Advisor to serve as a QIR (a “*QIR Agreement*”) shall be for a term not in excess of that Financial Advisor’s term under its contract to provide financial advisory services to the Authority that was authorized and executed pursuant to the Financial Advisory RFP (the “*Financial Advisory Contract*”). Compensation of a Financial Advisor for services as a QIR shall be as provided in that Financial Advisor’s Financial Advisory Contract. To the greatest extent possible, any QIR Agreement shall contain only those terms and provisions necessary to comply with the Dodd-Frank Act, the CFTC Regulations and the Swap Advisor Policies and Procedures. The Executive Director of the Authority is hereby authorized to execute and deliver any QIR Agreement not inconsistent with the terms and provisions of this Resolution.

4. *Execution and Delivery of Safe Harbor Letters and ISDA Protocol Documentation.* Following the execution and delivery of one or more QIR Agreements as authorized herein, the Chair and the Executive Director of the Authority are each hereby authorized to execute and deliver (i) one or more “safe harbor letters” in a form responsive to the Dodd-Frank Act and the CFTC Regulations, which “safe harbor letters” shall be substantially in the form

## RESOLUTION NO. 20094

**continued Resolution**

prescribed by ISDA and attached hereto as *Exhibit B* (the “*Safe Harbor Letter*”) and (ii) the ISDA Protocol Documentation in the form at the time prescribed by ISDA, which may include, among other documentation, the ISDA DF Protocol Agreement, the ISDA DF Supplement, the ISDA DF Protocol Questionnaire and related Addenda. Each Safe Harbor Letter and the ISDA Protocol Documentation shall be executed in the forms as described above, in each case with such revisions, insertions, completions and modifications therein as shall be approved by the Chair or Executive Director of the Authority executing the same and by the General Counsel of the Authority that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the approval of the Chair, the Executive Director, the General Counsel and this Authority of such revisions, insertions, completions and modifications thereof.

5. *Authorized Acts.* The Chair, the Executive Director, the Secretary, the Assistant Secretary, the Chief of Finance and the General Counsel of the Authority are each hereby authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable to permit the Authority to manage its outstanding Hedge Agreements and pursue additional Swap Transactions in accordance with the provisions of the Dodd-Frank Act and the CFTC Regulations, including by engaging and retaining one or more QIRs and executing and delivering one or more QIR Agreements, one or more Safe Harbor Letters and the ISDA Protocol Documentation as authorized herein.

6. *Limitations on Actions.* This Resolution shall not be deemed to constitute independent authorization for any official officer or staff of the Authority to take any actions with respect to amending or terminating any existing Hedge Agreements, other than as described herein with respect to actions necessary or convenient to permit the Authority to manage its outstanding Hedge Agreements and pursue additional Swap Transactions in accordance with the provisions of the Dodd-Frank Act and the CFTC Regulations, nor is it intended to revoke any authorization previously granted with respect to existing Hedge Agreements.

7. *Ratification.* All acts and undertakings of the officials, staff or officers of the Authority that are in conformity with the purposes and intent of this Resolution are in all respects approved and confirmed.

8. *Approval of Attorney General.* Notwithstanding anything herein to the contrary, this Authority’s approval of any QIR Agreement and the ISDA

RESOLUTION NO. 20094

**continued Resolution**

Protocol Documentation is subject to any necessary further approval as to the form and constitutionality thereof by the Attorney General of the State of Illinois.

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

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

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



Chair

## EXHIBIT A

### POLICIES AND PROCEDURES TO BE FOLLOWED BY THE AUTHORITY, ITS OFFICERS AND STAFF WITH RESPECT TO SWAP AND OTHER DERIVATIVE AGREEMENTS

#### *Section 1. Definitions.*

“*Authority*” means The Illinois State Toll Highway Authority.

“*CFTC*” means the Commodity Futures Trading Commission.

“*CFTC Regulations*” means the regulations promulgated by the CFTC pursuant to the Dodd-Frank Act, particularly the business conduct standards contained in 17 CFR 23.400 *et seq.*

“*Chief of Finance*” means the Chief of Finance of the Authority

“*Dodd-Frank Act*” means the Dodd-Frank Wall Street Reform and Consumer Protection Act.

“*Hedge Agreement*” shall have the meaning assigned to such term in the Indenture.

“*Indenture*” means the Amended and Restated Trust Indenture between the Authority and the Trustee effective March 31, 1999 and as supplemented and amended from time to time.

“*Swap Advisor*” means an independent professional with demonstrated experience in the field of swap and other derivative agreements executed by States, State agencies, municipalities or other units of local government or political subdivisions, which independent professional meets all applicable requirements to serve as a Qualified Independent Representative pursuant to the provisions of the Dodd-Frank Act and the CFTC Regulations.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., as successor trustee.

*Section 2. Requirement to Retain Swap Advisor.* The Authority shall retain a Swap Advisor for all negotiations and transactions relating to its swap and other derivative agreements, including Hedge Agreements executed and delivered pursuant to the Indenture, whether currently in existence or to be executed in the future. Any Swap Advisor so retained shall have proven experience with swap and other derivative agreements executed by States, State agencies, municipalities or other units of local government or political subdivisions. Any such Swap Advisor must comply with all applicable requirements of the Dodd-Frank Act and the CFTC Regulations related thereto. The Swap Advisor shall be required to provide representations and enter into agreements consistent with the Dodd-Frank Act and the CFTC Regulations and the Swap Advisor shall be required to comply with all continuing requirements of Dodd-Frank Act and CFTC Regulations and provide prompt notice to the Authority of any representation that becomes incorrect or misleading in any material respect.

*Section 3. Reporting and Monitoring.* The Authority will comply in good faith with policies and procedures reasonably designed to ensure that any Swap Advisor retained as a Qualified Independent Representative will satisfy all applicable requirements of the Dodd-Frank Act and CFTC Regulations. The Authority will monitor the performance of any Swap Advisor on an ongoing basis.

**EXHIBIT B**

**SAFE HARBOR LETTER**

[FOR "SPECIAL ENTITIES" THAT ARE NOT SUBJECT TO ERISA]\*

[SWAP DEALER LETTERHEAD]

[Date]

The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515

Re: Communications Regarding Swaps

The Commodity Futures Trading Commission ("CFTC") has adopted rules governing business conduct standards for swap dealers and other parties.<sup>1</sup> The rules apply to communications regarding Swaps, including communications that occur prior to entering into a Swap.<sup>2</sup> The purpose of this letter is to enable us to engage in communications that fall within a "safe harbor" available under those rules for certain types of "special entities."

Please note that we may need to significantly limit our communications regarding Swaps if the conditions of the safe harbor are not satisfied as provided in this letter or otherwise. In addition, any Swap that may be entered into would be subject to a separate written agreement of the parties that satisfies the documentation requirements of the Dodd-Frank Act, as well as any

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\* *Note:* This form of letter is appropriate for the following types of "special entities" within the meaning of the CFTC's external business conduct rules: (1) a Federal agency, (2) a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State, (3) a governmental plan, as defined in Section 3 of ERISA, (4) an endowment (including an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986), or (5) an employee benefit plan defined in Section 3 of ERISA, not otherwise defined as a special entity that elects to be a special entity pursuant to CFTC Regulation 23.401(c)(6).

Forms of letters addressing safe harbors for other types of special entities and for other counterparties are also available.

*Note:* This SD/CP letter is intended to meet the safe-harbors under CFTC Reg. 23.434 and 23.440. If the special entity has designated a qualified independent representative, consider having the QIR/CP letter signed and delivered by the special entity and its representative in addition to this SD/CP letter.

<sup>1</sup> *Business Conduct Standards for Swap Dealers and Major Swap Participants With Counterparties*, 77 Fed. Reg. 9734 (Feb. 17, 2012).

<sup>2</sup> As used in this letter, "Swap" means a "swap," as defined in the Section 1a(47) of the Commodity Exchange Act and CFTC Regulation 1.3(xxx). The term also includes any foreign exchange swaps and foreign exchange forwards that may be exempted from regulation as "swaps" by the Secretary of the Treasury pursuant to authority granted by Section 1a(47)(E) of the Commodity Exchange Act. For these purposes, "Swap" includes a new swap and any material amendment, mutual unwind or novation of an existing Swap. The term "Swap" also includes any trading strategy involving a Swap.

other approvals and conditions that each party may require before entering into a Swap.<sup>3</sup> One of those conditions is that you have a representative (who may, but need not, be your employee) that satisfies the applicable requirements of CFTC Regulation 23.450 (a “*qualified independent representative*”). You may satisfy that condition by delivering to us a letter in the form attached hereto, signed by you and a qualified independent representative.

To satisfy the conditions of the safe harbor for Swap communications, we are making the disclosures and agreements set forth below and ask that you make the representations and agreements set forth below.

We (“*SD*”) hereby make the following disclosures to you (“*CP*”) as of the date hereof:

- (1) *SD* is not undertaking to act in the best interests of *CP*;
- (2) *SD* is acting in its capacity as a counterparty and is not undertaking to assess the suitability of any Swap for *CP*; and
- (3) *SD* is not expressing, and has not expressed, an opinion as to whether *CP* should enter into a Swap.

*CP* hereby makes the following representations as of the date hereof:

- (1) *CP* will not rely on any “recommendation” (as such term is used in CFTC Regulations 23.434 and 23.440) with respect to a Swap provided by *SD*;
- (2) *CP* will rely on advice from a “qualified independent representative” (as defined above);
- (3) *CP* is exercising independent judgment in evaluating the “recommendations” of *SD* with regard to any Swap; and
- (4) *SD* is not expressing, and has not expressed, an opinion as to whether *CP* should enter into a Swap.

*SD* and *CP* each hereby agree as follows:

- (1) Each disclosure or representation made by it in this letter will be deemed to be repeated by it at the time of each recommendation provided by *SD* with respect to any Swap and each time *SD* offers to enter into, or enters into, any Swap with *CP*; and
- (2) If any representation made by it in this letter becomes incorrect or misleading in any material respect, it will promptly correct and update such representation by notifying the other party in writing at the email address provided below.

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<sup>3</sup> The documentation requirements of the Dodd-Frank Act are addressed by protocols sponsored by ISDA (available at <http://www2.isda.org/functional-areas/protocol-management/open-protocols>).

\_\_\_\_\_

Executed and delivered with effect from the date first written above:

[Name of SD], herein "SD"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For purposes of this letter, notices may be provided to SD via e-mail to: \_\_\_\_\_

Agreed and accepted with effect from the date first written above:

The Illinois State Toll Highway Authority, herein "CP"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Director

For purposes of this letter, notices may be provided to CP via e-mail to: \_\_\_\_\_

[FORM OF QIR/CP LETTER]\*

[Date]

[Name and address of Swap Dealer]

Re: Communications Regarding Swaps

The undersigned special entity (“CP”) and representative (“Designated QIR”) are providing this letter to you (“SD”) in connection with Commodity Futures Trading Commission (“CFTC”) rules<sup>4</sup> governing business conduct standards for swap dealers and other parties with respect to Swaps.<sup>5</sup>

CP hereby makes the following representations as of the date hereof:

(1) CP has selected Designated QIR as a “qualified independent representative” within the meaning of CFTC Regulation 23.450; and

(2) CP has complied in good faith with written policies and procedures reasonably designed to ensure that Designated QIR satisfies the applicable requirements of CFTC Regulation 23.450(b)(1), and such policies and procedures

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\* *Note:* This form of letter is appropriate for the following types of “special entities” within the meaning of the CFTC’s external business conduct rules: (1) a Federal agency, (2) a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State, (3) a governmental plan, as defined in Section 3 of ERISA, (4) an endowment (including an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986), or (5) an employee benefit plan defined in Section 3 of ERISA, not otherwise defined as a special entity that elects to be a special entity pursuant to CFTC Regulation 23.401(c)(6).

Forms of letters addressing safe harbors for other types of special entities and for other counterparties are also available.

*Note:* This QIR/CP letter does not contain all terms needed to meet the safe-harbors under CFTC Reg. 23.434, 23.440 and 23.450. If the special entity and its qualified independent representative are prepared to sign and deliver this QIR/CP letter, the special entity and the swap dealer should consider signing and delivering the SD/CP letter in addition to this QIR/CP letter.

<sup>4</sup> *Business Conduct Standards for Swap Dealers and Major Swap Participants With Counterparties*, 77 Fed. Reg. 9734 (Feb. 17, 2012).

<sup>5</sup> As used in this letter, “Swap” means a “swap,” as defined in the Section 1a(47) of the Commodity Exchange Act and CFTC Regulation 1.3(xxx). The term also includes any foreign exchange swaps and foreign exchange forwards that may be exempted from regulation as “swaps” by the Secretary of the Treasury pursuant to authority granted by Section 1a(47)(E) of the Commodity Exchange Act. For these purposes, “Swap” includes a new swap and any material amendment, mutual unwind or novation of an existing Swap. The term “Swap” also includes any trading strategy involving a Swap.

provide for ongoing monitoring of the performance of such representative consistent with the requirements of CFTC Regulation 23.450(b)(1).

Designated QIR hereby makes the following representations as of the date hereof:

(1) The true name and address of Designated QIR are set forth on the signature page of this letter;

(2) Designated QIR has written policies and procedures reasonably designed to ensure that Designated QIR satisfies the applicable requirements of CFTC Regulation 23.450(b)(1);

(3) Designated QIR is exercising independent judgment in evaluating all “recommendations” (as such term is used in CFTC Regulations 23.434 and 23.440) with respect to a Swap provided by SD that are presented to Designated QIR;

(4) unless Designated QIR otherwise notifies SD in writing at the e-mail address provided below:

a. Designated QIR is not and, within one year of representing CP in connection with a Swap with SD has not been, an “associated person” (as that term is defined in Section 1a(4) of the Commodity Exchange Act) of SD;

b. There is no “principal relationship” (as that term is defined in CFTC Regulation 23.450(a)(1)) between Designated QIR and SD;

c. Designated QIR (i) provides timely and effective disclosures to CP of all material conflicts of interest that could reasonably affect Designated QIR’s judgment or decision making with respect to Designated QIR’s obligations to CP and (ii) comply with policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;

d. Designated QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with SD; and

e. To the best of Designated QIR’s knowledge, SD did not refer, recommend, or introduce Designated QIR to CP within one year of Designated QIR’s representation of CP in connection with any Swap with SD; and

(5) Designated QIR is legally obligated to comply with the applicable requirements of CFTC Regulation 23.450(b)(1) by agreement, condition of employment, law, rule, regulation, or other enforceable duty.

By signing this letter, CP and Designated QIR each hereby agree as follows:

(1) Each representation made by it in this letter will be deemed to be repeated by it at the time of each recommendation provided by SD with respect to any Swap and each time SD offers to enter into, or enters into, any Swap with CP; and

(2) If any representation made by it in this letter becomes incorrect or misleading in any material respect, it will promptly correct and update such representation by notifying SD in writing at the email address provided below.

Executed and delivered with effect from the date first written above:

The Illinois State Toll Highway Authority, herein "CP"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed and delivered with effect from the date first written above:

[Name of Designated QIR], herein "Designated QIR"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Agreed and accepted with effect from the date first written above:

[Name of SD], herein "SD"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For purposes of this letter, notices may be provided to SD via e-mail to:

\_\_\_\_\_



## RESOLUTION NO. 20096

**Background**

The Illinois State Toll Highway Authority (the "Tollway") requires manual license plate image review as a component of its Violation Processing System. Image review services are critical to the collection of violation revenue. Bridgeway Training Services NFP is a participant in the State Use Program. Under the State Use Program, employment opportunities are created for people working in not-for-profit agencies throughout the State of Illinois.

**Resolution**

Contract No. 10-0003 is awarded to Bridgeway Training Services NFP for a three (3)-year renewal. The contract is approved in the amount of \$9,000,000.00 for a renewal commencing January 1, 2014 through December 31, 2016; the Chair or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20097

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Temporary Staffing Services through the Central Management Services ("CMS") master contract with Seville Staffing, LLC (Tollway Contract No. 11-0216). These services are being obtained through CMS pursuant to Section 1.1040 of CMS's procurement rules and CMS's procurement authority delegated under the Illinois Procurement Code.

**Resolution**

The upper limit of compensation under Contract No. 11-0216 is increased in an amount not to exceed \$20,000.00 (increase from \$249,000.00 to \$269,000.00); the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20098

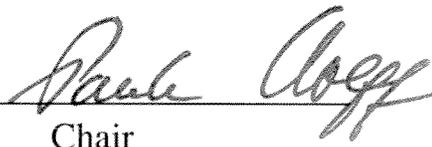
**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Aluminum Extrusions. Pursuant to the Tollway's Invitation for Bid No. 13-0013, the Tollway has determined that MDSolutions, Inc. is the lowest responsible bidder for Aluminum Extrusions for an upper limit of compensation not to exceed \$540,553.76.

**Resolution**

The bid from MDSolutions, Inc. is accepted; Contract No. 13-0013 is approved in an amount not to exceed \$540,553.76; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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

  
Chair

## RESOLUTION NO. 20099

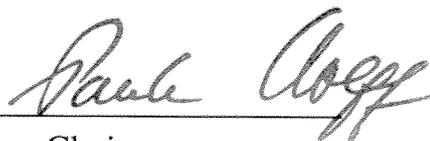
**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Uninterruptible Power Source ("UPS") Purchase, Replacement, and Installation Services from SEPS, Inc. (Contract No. 10-0063). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to issue a Change Order to increase the upper dollar limit of said contract by \$225,000.00 to allow for the purchase of additional UPS Purchase, Replacement, and Installation Services.

**Resolution**

A Change Order increasing the upper dollar limit of compensation of Contract No. 10-0063 by \$225,000.00 (from \$607,271.00 to \$832,271.00) is approved; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

RESOLUTION NO. 20100

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Employee Assistance Program ("EAP") Services. Pursuant to Tollway Request for Proposal No. 12-0102R, which proposals were evaluated by a selection committee, the Tollway has determined that Perspectives Ltd. provides the best value for EAP Services for an upper limit of compensation not to exceed \$120,000.00.

**Resolution**

The proposal from Perspectives Ltd. for EAP Services is accepted; Contract No. 12-0102R is approved in an amount not to exceed \$120,000.00; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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

## RESOLUTION NO. 20101

**Background**

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

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

**Resolution**

A Change Order increasing the upper dollar limit of compensation of Contract No. 11-0010 by \$240,000.00 (from \$143,250.00 to \$383,250.00) is approved; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20102

**Background**

As part of its Move Illinois Program, the Tollway will require the demolition of the Des Plaines Oasis. The Tollway's Lease Agreement with SFI Chicago Tollway LLC contemplates the early termination of an oasis facility and provides a compensation formula. Lease Agreement at Section 15.1. The cost to the Tollway to terminate the Des Plaines Oasis is \$9,316,735.20. The agreement requires the Tollway to pay SFI Chicago Tollway LLC \$9,316,735.20 with \$500,000.00 Des Plaines of the amount to be paid from SFI Chicago Tollway LLC's Renewal and Replacement account. The balance of \$8,816,735.20 is to be paid directly by the Tollway.

**Resolution**

The Chief of Finance and the General Counsel are authorized to negotiate and prepare a Des Plaines Oasis Agreement and General Release between the Illinois State Toll Highway Authority and SFI Chicago Tollway, LLC in substantially the form of the agreement attached to this Resolution, the Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants as required by the terms of the agreement.

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



Chair

## RESOLUTION NO. 20103

**Background**

The Lessee of the Tollway Oases, SFI Chicago Tollway LLC (hereinafter referred to as "SFI"), is currently responsible for the maintenance of the Oases facilities and their respective parking lots. While the parking lots have been maintained as required by the Oases Lease, the parking lots are showing structural wear. It is in the best interest of the parties to reconstruct all of the Oases parking lots, except for Des Plaines. This Second Amendment to the Lease Agreement identifies the terms of termination of the Des Plaines Oasis and also contemplates the Tollway and the Oases Lessee sharing the costs required to completely reconstruct the parking lots.

The Second Amendment requires the Tollway to rebuild the Oases parking lots which are estimated to cost \$17,000,000.00. These amounts will be paid through Tollway engineering and construction contracts which will be separately presented to the Board for approval. SFI Chicago Tollway LLC will pay \$8,500,000.00 toward the above-referenced parking lot construction costs. The Tollway will pay the balance of the costs currently estimated at \$8,500,000.00.

**Resolution**

The Chief of Finance and the General Counsel are authorized to negotiate and prepare a Second Lease Amendment between the Illinois State Toll Highway Authority and SFI Chicago Tollway, LLC in substantially the form of the document attached to this Resolution, the Chair or the Executive Director is authorized to execute said amendment, and the Chief of Finance is authorized to issue warrants as required by the terms of the Second Lease Amendment.

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



Chair

## RESOLUTION NO. 20104

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract No. I-13-5675 for Noise and Retaining Wall Construction and Drainage Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL Route 53) to Milepost 70.7 (Arlington Heights Road). The lowest responsible bidder on Contract No. I-13-5675 is IHC Construction Companies, LLC in the amount of \$21,817,473.10.

**Resolution**

Contract No. I-13-5675 is awarded to IHC Construction Companies, LLC in the amount of \$21,817,473.10, 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: \_\_\_\_\_

  
Chair

## RESOLUTION NO. 20105

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract No. I-13-5676 for Noise and Retaining Wall Construction and Drainage Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (East of Oakton Street). The lowest responsible bidder on Contract No. I-13-5676 is Lorig Construction Company / Lindahl Brothers Inc. Joint Venture in the amount of \$26,365,928.10.

**Resolution**

Contract No. I-13-5676 is awarded to Lorig Construction Company / Lindahl Brothers Inc. Joint Venture in the amount of \$26,365,928.10, 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 20106

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Retaining Wall, Noise Wall and Bridge Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 74.6 (Mount Prospect Road) to Milepost 76.1 (Lee Street), Contract No. I-13-4102. Alfred Benesch & Company has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,065,313.46. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Alfred Benesch & Company, to obtain Construction Management Services, Contract No. I-13-4102, with an upper limit of compensation not to exceed \$3,065,313.46, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20107

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19891 approved on February 28, 2013, entered into Contract No. RR-12-4047 with Plote Construction, Inc. for Roadway Resurfacing and Bridge Repair on the Veterans Memorial Tollway (I-355) from Milepost 0.0 (I-80) to Milepost 29.8 (Army Trail Road). This Change Order is to provide for an increase in the tonnage amount of aggregate used in the pavement asphalt mix; 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 \$483,271.80 increasing the upper limit of compensation from \$17,439,579.08 to \$17,922,850.88 on Contract No. RR-12-4047 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Handwritten signature of Paul Casey in cursive script, written over a horizontal line.

Chair

## RESOLUTION NO. 20108

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19568 approved on December 15, 2011, entered into Contract RR-11-5636 with R.W. Dunteman Company for Roadway and Bridge Rehabilitation on the Tri-State Tollway (I-294) from Milepost 30.0 (Cermak Toll Plaza) to Milepost 36.9 (Bensenville Bridge). To the Tollway's knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

**Resolution**

Release of retainage in excess of \$108,703.00 on Contract No. RR-11-5636 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

  
Chair

## RESOLUTION NO. 20109

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19724 approved on June 28, 2012, entered into Contract No. I-12-4037 with Plote Construction, Inc. for Median Shoulder Widening, Bridge Repair, and Intermittent Pavement Patching on the Jane Addams Memorial Tollway (I-90) from Milepost 45.0 (Sandwald Road) to Milepost 53.5 (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 in the amount of \$290,000.00 on Contract No. I-12-4037 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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



Chair

RESOLUTION NO. 20110

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19769 approved on September 27, 2012, entered into Contract No. RR-12-4062 with Herlihy Mid-Continent Company for Noise Wall Extension at Plainfield Road on the Tri-State Tollway (I-294) from Milepost 24.4 to Milepost 24.5. To the Tollway's knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage in the amount of \$27,895.97 on Contract No. RR-12-4062 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

RESOLUTION NO. 20111

**Background**

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 19837 approved on December 13, 2012, entered into Contract No. I-12-4065 with Homer Tree Service, Inc. for Interchange Tree Removal Contract B on the Tri-State Tollway (I-294) at I-57 Interchange from Milepost 7.60 to Milepost 8.05. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage in the amount of \$4,912.31 on Contract No. I-12-4065 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

RESOLUTION NO. 20112

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19839 approved on December 13, 2012, entered into Contract No. I-12-4071 with Aldridge Electric, Inc. for Temporary Lighting and Advance ITS Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 17.6 (Mill Road) to Milepost 53.5 (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 in the amount of \$141,851.92 on Contract No. I-12-4071 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

RESOLUTION NO. 20113  
AMENDING RESOLUTION NO. 18825

**Background**

It is in the interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Village of East Hazel Crest (sometimes referred to as the "Village") whereby the Tollway will be selling excess real estate to the Village. The Tollway currently owns approximately .429 acres of real estate near I-294 situated along the west side of Halsted Street from I-80/94 south to 174th Street. The Village has approached the Tollway and asked it to sell the Village this property.

At its July 2009 meeting, the Tollway's Board of Directors passed Resolution No. 18825 approving an IGA with the Village where the Tollway agreed to sell the property at issue to the Village for \$75,000.00. For various reasons, the 2009 IGA was never executed and real estate in the area has experienced a drop in value. The property at issue has more recently been re-appraised at a current value of \$56,000.00. Subject to Board approval, the Tollway has agreed to sell the property at issue to the Village for \$56,000.00.

**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 Village of East Hazel Crest in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chair or the Executive Director is authorized to execute said agreement.

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

RESOLUTION NO. 20114

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Conducted Electrical Weapons from Ray O'Herron Co., Inc. as a Sole Source Contract No. 13-0190. The Tollway is authorized to procure the Conducted Electrical Weapons pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item was previously presented for public hearing and, with no objections having been noted, was approved by the Chief Procurement Officer.

**Resolution**

Contract No. 13-0190 is approved in an amount not to exceed \$245,544.00; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_  
*Paul Coy*  
Chair