

## RESOLUTION NO. 21632

**Background**

The Board of Directors previously approved the composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. The Board of Directors desires to create an additional ad hoc committee to further assist the Board in carrying out its duties and responsibilities in the best interest of the Illinois State Toll Highway Authority.

**Resolution**

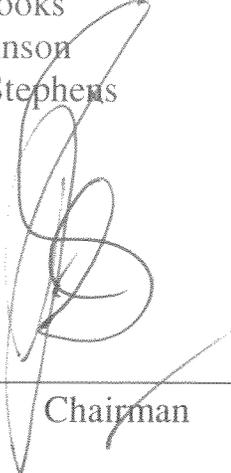
In the interest of executive economy and to provide thorough review of policy issues, effective immediately, the Board of Directors hereby creates the ad hoc committee set forth below and declares 1) that the Charter for the ad hoc committee listed below and attached hereto is hereby approved; and 2) that the membership of the committee listed below shall be as follows:

**Operations Review Committee**

Chair: Robert J. Schillerstrom

Members: James Banks  
Corey Brooks  
Craig Johnson  
Bradley Stephens

Approved by:

  
\_\_\_\_\_  
Chairman

## ILLINOIS STATE TOLL HIGHWAY AUTHORITY

### OPERATIONS REVIEW COMMITTEE CHARTER

**Purpose:** The Ad Hoc Operations Review Committee of the Illinois State Toll Highway Authority Board of Directors is created to improve tollway operations and transparency.

**Composition:** The Committee shall consist of a Chair and up to five Directors selected by the Board Chairman, based upon their expressed interest and expertise, and approved by the Board. Additionally, consistent with the terms set forth in Article 3, Section 4(c) of the Tollway's By-Laws, the Committee Chair shall have the ability to appoint an alternate(s) to serve in the place of an absent or disqualified member(s) during a member's absence or disqualification.

**Meetings:** The Committee shall meet as often as may be deemed necessary by the Committee Chair. The Committee shall give regular reports on its meetings to the Board and on such matters as the Board shall specify. All meetings shall be conducted in accordance with the requirements of the Illinois Open Meetings Act, including publication of the meeting minutes for public review.

**Duties, Responsibilities and Authority:** The Committee will be tasked with reviewing all aspects of Tollway procurements, conflicts of interest policy, and any other Tollway operational procedures, and recommend appropriate revisions consistent with existing laws, which could improve transparency and efficiency of the Tollway.

**Date Approved:** 8/15/2018

**Board Resolution:** 21632

RESOLUTION NO. 21633

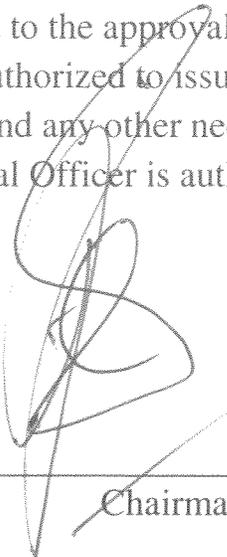
**Background**

It is in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to continue its Unclaimed Property Reporting Services. Pursuant to Board Resolution No. 21196 approved January 26, 2017, the Tollway entered into an agreement for Contract No. 16-0030 with Crowe LLP (previously Crowe Horwath LLP) to provide Unclaimed Property Reporting Services. The contract was for a five year period from April 1, 2017 through March 31, 2022 in an amount not to exceed \$400,000.00. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to amend the contract and increase the upper limit of compensation not to exceed \$800,000.00.

**Resolution**

The upper limit of compensation of Contract No. 16-0030 for Unclaimed Property Reporting Services with Crowe LLP is increased by 400,000.00 to an upper limit of \$800,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

  
\_\_\_\_\_ Chairman

## RESOLUTION NO. 21634

**Background**

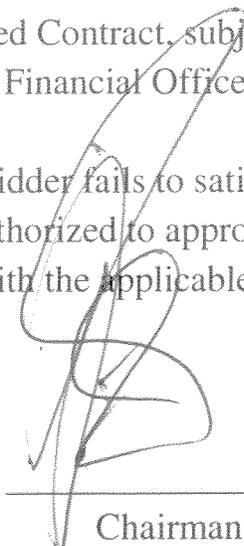
The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4277R for Pavement and Structural Preservation and Rehabilitation, on the Tri-State Tollway (I-94) from Mile Post 21.85 (Half Day Road) to Mile Post 26.25 (Edens Spur Plaza). The lowest responsible bidder on Contract No. RR-16-4277R is Plote Construction Inc./Peter Baker & Son Company (JV) in the amount of \$29,485,412.78.

**Resolution**

Contract No. RR-16-4277R is awarded to Plote Construction Inc./Peter Baker & Son Company (JV) in the amount of \$29,485,412.78, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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

## RESOLUTION NO. 21635

**Background**

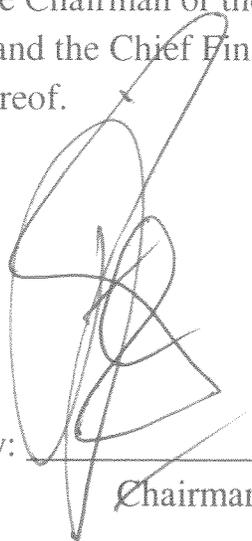
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services, for Pavement and Structural Preservation and Rehabilitation on the Tri-State Tollway (I-94) from Mile Post 21.8 (Half Day Road) to Mile Post 25.2 (Lake-Cook Road) on Contract No. RR-16-4277.

T.Y. Lin International Great Lakes, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,495,492.61. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with T.Y. Lin International Great Lakes, Inc., to obtain Construction Management Services, for Contract No. RR-16-4277 with an upper limit of compensation not to exceed \$2,495,492.61, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

A handwritten signature in black ink, appearing to be 'T. Lin', is written over a horizontal line. The signature is somewhat stylized and overlaps the line.

Chairman

## RESOLUTION NO. 21636

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20146 approved November 21, 2013, entered into an Agreement with Bowman Consulting Group, Ltd. on Contract RR-13-4117 for Design Services for Roadway Reconstruction, on the Reagan Memorial Tollway (I-88), East West Connector with the Tri-State Tollway (I-294).

Per Tollway request, Bowman Consulting Group, Ltd. has submitted a proposal to provide Supplemental Design Services for Contract RR-13-4117, increasing the contract upper limit by \$471,604.79, from \$3,412,467.42 to \$3,884,072.21. It is necessary and in the best interest of the Tollway to accept the proposal from Bowman Consulting Group, Ltd.

**Resolution**

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Bowman Consulting Group, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$471,604.79, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Chairman

RESOLUTION NO. 21637

**Background**

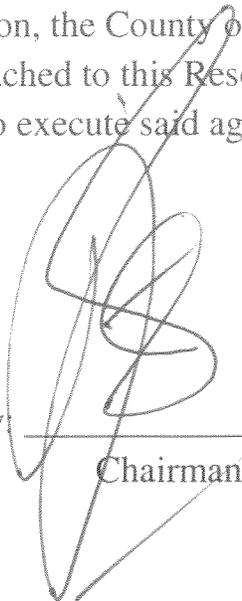
It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”), the County of McHenry (“County”), and the City of Marengo (“City”) in connection with land acquisition in advance of the project to construct a full access interchange at I-90 and Illinois Route 23 (“Project”). The Tollway will acquire eight (8) parcels necessary to complete the Project. The estimated cost of the parcels is \$1,000,000.00, 50% of which will be reimbursed to the Tollway. The estimated cost is included in the overall Project cost. Following Project completion, parcels or portions of parcels necessary for construction, but not for future operations or maintenance of the Toll Highway will be conveyed to the proper jurisdictional parties for ongoing maintenance.

**Resolution**

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority, the Illinois Department of Transportation, the County of McHenry, and the City of Marengo in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

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

Chairman

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke, is written over the signature line and extends upwards into the text area.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE  
TOLL HIGHWAY AUTHORITY, THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION, THE COUNTY OF MCHENRY, AND THE CITY OF MARENGO  
FOR RIGHT OF WAY ACQUISITION FOR AN INTERCHANGE AT ILLINOIS  
ROUTE 23 WITH THE JANE ADDAMS MEMORIAL TOLLWAY (INTERSTATE 90)**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois of 2700 Ogden Avenue, Downers Grove, Illinois 60515, (hereinafter referred to as “Tollway”), the State of Illinois, acting by and through its Department of Transportation of 2300 South Dirksen Parkway, Springfield, Illinois 62764, (hereinafter referred to as the “Department”), the County of McHenry, Illinois, a body politic and corporate of 2200 North Seminary Avenue, Woodstock, Illinois 60098, acting by and through its County Board, (hereinafter referred to as “County”), and the City of Marengo, a municipal corporation of 132 East Prairie Street, Marengo, Illinois 60152, acting by and through its City Council, (hereinafter referred to as “City”).

WITNESSETH

WHEREAS, the Tollway, the Department, the County, and the City, in order to facilitate the free flow of traffic, ensure safety to the motoring public, provide economic development opportunities, and create jobs for McHenry County along the Illinois State Route 23 corridor and adjacent areas, desire to improve the I-90 Jane Addams Memorial Tollway (hereinafter referred to as “I-90”), by constructing a full access interchange at I-90 and Illinois State Route 23 (hereinafter referred to as the “Project”); and

WHEREAS, the City has previously shown its commitment to the Project by undertaking a Feasibility Study on March 6, 2015, which said agreement with the City’s consultants, HR Green, set forth costs not-to-exceed \$290,000.00 for evaluating the feasibility of the Project; and

WHEREAS, the County and the City have previously shown their commitment to the Project by entering into an agreement entitled “Intergovernmental Agreement between the City of Marengo and the County of McHenry for Professional Engineering Services Interstate 90 at Illinois Route 23 Full Interchange” dated March 17, 2015, which said agreement set forth costs not-to-exceed \$289,608.25 for Preliminary Engineering and Planning for the Project; and

WHEREAS, the County and the City have previously shown their commitment to the Project by entering into an agreement entitled “Intergovernmental Agreement between the City of Marengo and the County of McHenry for Professional Engineering Services for an Interchange at Illinois State Route 23 with the Jane Addams Tollway (Interstate 90) and Appropriating Funds” dated September 6, 2016, which said agreement authorized Phase I/II Engineering Services to design the full access interchange with costs in the amount of \$2,657,409.91; and

WHEREAS, additional right of way is required for the construction, operation and maintenance of the Project; and

WHEREAS, cost participation for the right-of-way acquisition for the Project will be shared between the Tollway, the Department, the County, and the City and is estimated at \$1,000,000.00; and

WHEREAS, an intergovernmental agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Corporate Act 5, ILCS 220/1 *et seq.*; and

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

WHEREAS, the Department by virtue of its powers as set forth in Article 4, State Administration of Highway Act, of the Illinois Highway Code, 605 ILCS 5/4-101 *et seq.* is authorized to enter into this Agreement; and

WHEREAS, the County by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this Agreement; and

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

NOW THEREFORE, the Tollway, the Department, the County, and the City hereto mutually agree as follows:

1. Recitals. The above recitals are an integral part of this Agreement and are hereby incorporated herein.
2. Lead Agency. The Tollway shall be the lead agency for purposes of this Agreement.
3. Lead Agency Responsibilities. The parties agree that the Tollway shall be responsible for obtaining appraisals, negotiating contracts, and acquiring properties (including, but not limited to, the appropriate recording within the McHenry County Recorder's Office and/or County Clerk's Office of all associated legal documents to complete the transfer of the involved rights of ways) to and in the name of the entity in control of the road.
4. Remaining Agency Responsibilities. The City shall provide the Tollway with the required legal descriptions, legal documents, plats of surveys, and highway strip maps in order for the Tollway to complete the land acquisition required for the parcels depicted on the Proposed Road Jurisdiction, attached hereto as "Exhibit A" and incorporated herein by this reference, and identified as NW-4A-18-001, NW-4A-18-002.1, NW-4A-18-002.2, NW-4A-18-002.3, NW-4A-18-002.4, NW-4A-18-003.1, NW-4A-18-003.2, NW-4A-18-004, NW-4A-18-005, NW-4A-18-006, NW-4A-18-007, and NW-4A-18-008.

5. Payment of Acquisition Costs.

a. Right-of-way acquisition costs are estimated at \$1,000,000.00. Notwithstanding the estimated costs, the Tollway, the Department, and the City/County agree to share actual costs as identified below.

i. The Tollway shall pay fifty percent (50%) of the right-of-way acquisition costs.

ii. The Department shall pay twenty-five percent (25%) of the right-of-way acquisition costs.

iii. The County shall pay twenty-five percent (25%) of the right-of-way acquisition costs.

b. The County and the City agree to formulate and enter into a separate Intergovernmental Agreement which will include a recapture provision for the benefit of the County relating to Project costs.

c. The Tollway shall invoice the Department and the County their proportionate shares of the right-of-way acquisition costs after construction of the Project. Funds expended by any of the parties, including funds used for land acquisition to complete the Project, shall be deemed as a credit towards the total Project costs. The expenditure of funds must be tracked and shared with the parties prior to reconciling the overall financial contribution of each party. Any additional funding secured by the parties for the Project, including funding from other agencies not currently involved in the Project or from developers adjacent to the Project, will be proportionally applied towards the total Project costs.

d. Following Project completion, the Tollway agrees to convey fee simple title to the Department to parcels NW-4A-18-005, NW-4A-18-004, NW-4A-18-006, NW-4A-18-003.2, NW-4A-18-007, NW-4A-18-008, NW-4A-18-002.3, and NW-4A-18-002.2 as depicted on the attached ("Exhibit A"). To effectuate the conveyance, the Tollway shall execute and deliver quit claim deeds to the Department.

6. Independent Parties. It is mutually agreed by and between the parties hereto that nothing contained in this Agreement is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting any party (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of any other agency for any purpose, or in any manner, whatsoever. Each party is to be and shall remain independent of all other parties with respect to all services performed under this Agreement.

7. Severability. It is mutually agreed by and between the parties hereto that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase,

or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

8. Amendments. It is mutually agreed by and between the parties hereto that any alterations, amendments deletions, or waivers of any provision of this Agreement shall be valid only when expressed in writing and duly executed by the parties hereto.

9. Notice. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follow:

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

STATE: State of Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764  
Attention:

COUNTY: County of McHenry  
C/O McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, Illinois 60098  
Attention: Mr. Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer

CITY: City of Marengo  
132 East Prairie Street  
Marengo, Illinois 60152  
Attention:

10. Conflict of Law, Venue, and Jurisdiction. The terms of this Agreement will be construed in accordance with the laws of Illinois. The parties agree that the venue for any dispute arising under the terms of this Agreement shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, unless otherwise required pursuant to the Court of Claims Act. If any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

11. Authorized Signatory. Each person signing below on behalf on one of the parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this Agreement on behalf of their party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

\_\_\_\_\_  
By: Elizabeth Gorman  
Executive Director

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

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

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

\_\_\_\_\_  
By: Elizabeth M.S. Oplawski  
Acting General Counsel

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
By: Robert T. Lane  
Senior Assistant Attorney General, State of Illinois

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

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
By: Randall S. Blankenhorn, Secretary

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

COUNTY OF McHENRY

\_\_\_\_\_  
By: Jack D. Franks, Chairman

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

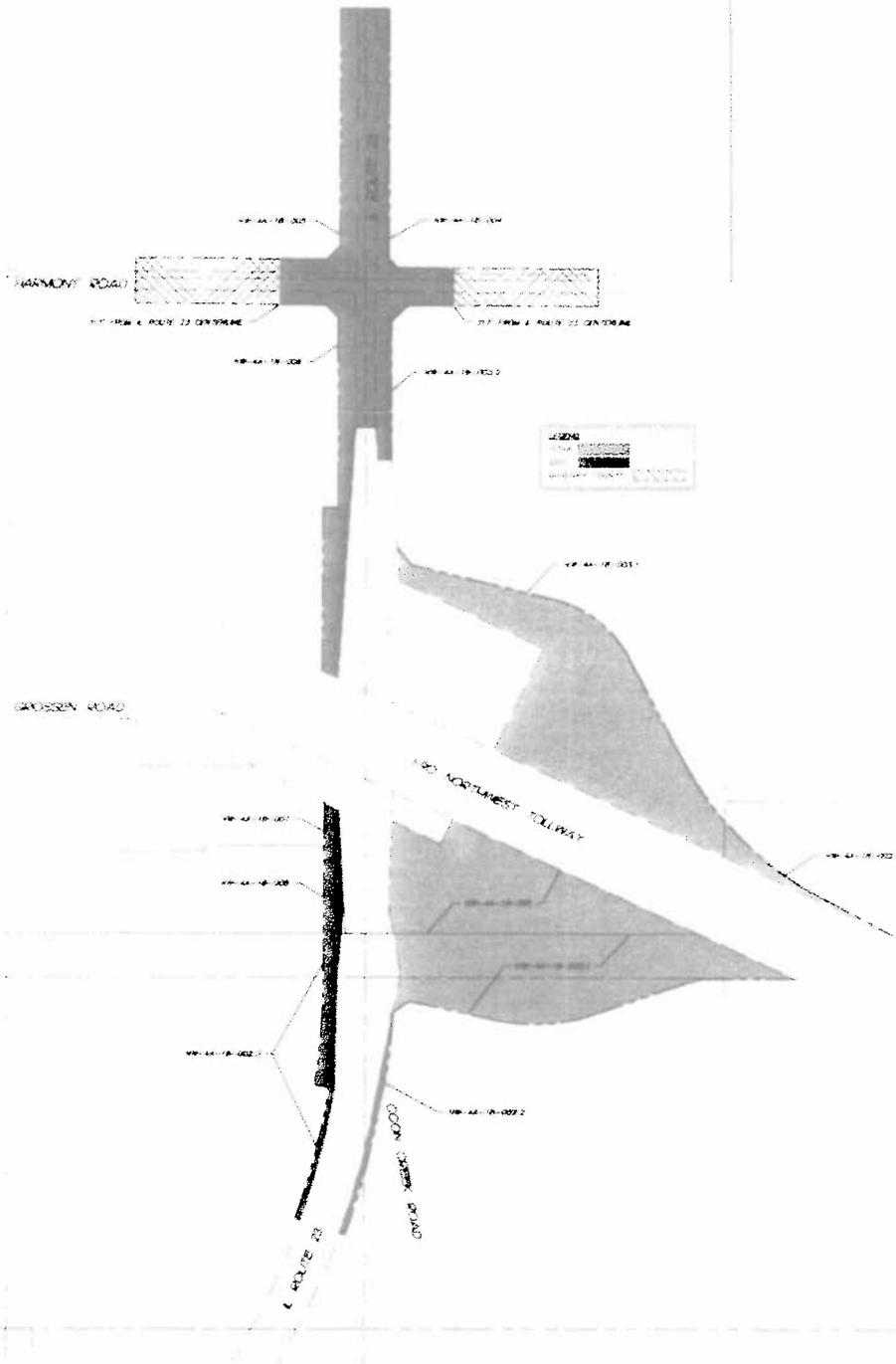
CITY OF MARENGO

\_\_\_\_\_  
By: John Koziol, Mayor

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

# RIGHT OF WAY TRANSFER EXHIBIT

## EXHIBIT A



## RESOLUTION NO. 21638

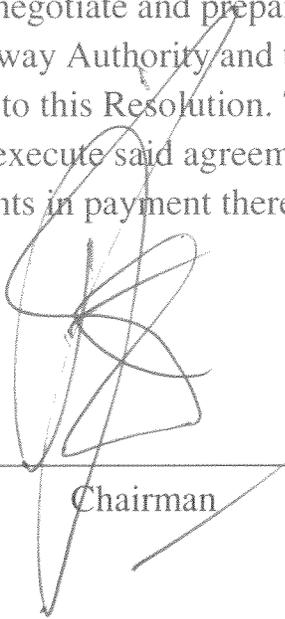
**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Agreement the BNSF Railway Company ("BNSF"). As part of the Tri-State ("I-294") widening project, the BNSF's Hodgkins, Illinois operations building, telecommunications tower, and existing utilities must be relocated. The Tollway will reimburse BNSF for the cost of engineering and construction of its operations center and communication towers, as well as the relocation of materials to a different location on its own property. The BNSF's actual relocation costs are currently estimated at \$3,800,000.

**Resolution**

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Agreement between the Illinois State Tollway Highway Authority and the BNSF Railway Company in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

  
Chairman

**FACILITY RELOCATION AGREEMENT**

**BNSF File #: BF1001XXXX**  
**Chicago Division, Chillicothe Subdivision**  
**MP 16.05**  
**LS 7000**  
**Hodgkins, IL**

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, hereinafter referred to as the "RAILROAD", and the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, hereinafter referred to as the "AGENCY".

**RECITALS:**

WHEREAS, the RAILROAD owns and operates a line of railroad in and through the Village of Hodgkins, Illinois; and

WHEREAS, the AGENCY is planning to reconstruct the I-294 Tollway overpass in Hodgkins, Illinois ("Bridge Reconstruction"); and

WHEREAS, to accommodate the Bridge Reconstruction, the AGENCY requires the relocation of the Railroad's operations building, telecommunications tower, and existing utilities; and

WHEREAS, the Railroad has agreed to perform the below defined Project and the AGENCY has agreed to reimburse the Railroad.

**ARTICLE I SCOPE OF WORK:**

1. The term "Project" as used herein includes any and all work related to the following RAILROAD work:
  - a. Remove existing operations building located at 9750 75<sup>th</sup> Street, Hodgkins, IL and construct a new operations building as shown in attached Exhibit A on RAILROAD property.
  - b. Relocate existing telecommunications tower from its existing location in conflict with the Bridge Reconstruction to the new building location on RAILROAD property.
  - c. Relocate existing overhead and underground utilities, cables, and wirelines in conflict with the proposed I-294 Tollway Overpass Reconstruction structures on RAILROAD property.
  - d. Relocate stored material and equipment in the area of the I-294 Tollway Overpass Reconstruction prior to the start of the Project and move the material back in place, on RAILROAD property, following I-294 Tollway Overpass Reconstruction completion. Temporary fenced-in areas will be required to control access to security-sensitive material and equipment.
  
2. RAILROAD shall have sole design and construction responsibility for the Project and will utilize RAILROAD and contractor employees to complete tasks described in Article I, Section 1. The RAILROAD will reconstruct the replacement operations building, telecommunications tower, and associated appurtenances on RAILROAD property without additional compensation beyond that set forth and agreed to herein. The Estimated cost for the Project is \$XXXXXX, as shown in Exhibit B. The Project will be started by the RAILROAD upon execution of this agreement and is to be completed prior to May 31, 2019 in advance of the start of the I-294 Tollway Overpass Reconstruction. The RAILROAD shall notify the AGENCY immediately upon the occurrence of any event that the RAILROAD believes will or may have an adverse impact on this deadline.
  
3. AGENCY shall pay RAILROAD the actual Project costs.; provided, however, that if said costs exceed the estimated costs set forth herein by more than 110%, RAILROAD must obtain AGENCY's approval prior to AGENCY being responsible for any costs beyond that amount. AGENCY's approval in this regard shall

not be unreasonably denied, withheld or delayed. The RAILROAD will send the AGENCY progressive invoices detailing the cost of the work. Upon completion of the Project, BNSF will send the AGENCY a detailed invoice of final costs, these costs will be on an actual cost basis. The Agency must pay the final undisputed invoice within 90 days of its receipt of the final invoice.

4. RAILROAD shall be responsible for and obtain all necessary permits for the Project including, but not limited to those necessary for utility connections, facility access from 75<sup>th</sup> Street, and construction of items outlined in Article I, Section 1.

#### **ARTICLE 2 JOINT OBLIGATIONS:**

1. It is mutually understood that this agreement does not obligate the I-294 Tollway Overpass Reconstruction to be constructed.
2. It is mutually understood that the AGENCY shall have no maintenance, reconstruction or repair obligations with regard to any of the Project items covered by this agreement.
3. The RAILROAD shall submit Project plans and specifications to the Chief Engineering Officer of the AGENCY or his designee for review and comment. The AGENCY agrees to complete its review of the plans and specifications at its sole cost and expense, within 30 days of receipt of the original plans and specifications. If the AGENCY determines that the plans and specifications include betterments to the facilities as they currently exist, the AGENCY shall detail that determination to the RAILROAD. Except to the extent that the RAILROAD is able to convince the AGENCY otherwise, the cost or value of such betterments shall be paid for by the RAILROAD promptly upon completion of the Project or shall be credited to the AGENCY against any amount due the RAILROAD under this Agreement.
4. If the RAILROAD elects to have any work under this Agreement performed by others, the contracts and contracting parties shall be subject to the approval of the Chief Engineering Officer of the AGENCY, and where the estimated cost of such work exceeds \$50,000.00, the AGENCY may require competitive proposals or bidding for such work. The approval of the Chief Engineering Officer of the AGENCY in this regard shall not be unreasonably denied, withheld or delayed. Notwithstanding the foregoing, the AGENCY acknowledges that the RAILROAD has already completed a competitive bidding process with respect to the work to be performed pursuant to this Agreement. The Railroad recognizes that the AGENCY has the right to audit the Project costs to the extent required and permitted by Illinois law (30 ILCS 500/20-65).
5. The RAILROAD and/or its contractor shall be responsible for obtaining customary insurance coverage and shall indemnify and hold harmless the AGENCY, its agents and employees, from any and all injuries to persons or property caused by the RAILROAD, its officers, employees, and/or the RAILROAD's agents, contractors or subcontractors arising out of the work to be performed pursuant to this Agreement; provided, however, that the RAILROAD's obligations in this regard shall not extend to those instances in which it is determined that injury arose due to the intentional misconduct or negligence of the AGENCY, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the Railroad this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

THE BNSF RAILWAY COMPANY

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

Title: Manager Public Projects

EXECUTED by the AGENCY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Elizabeth Gorman

Title: Executive Director

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

Michael Colsch

Title: Chief Financial Officer

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

Elizabeth Oplawski

Title: Acting General Counsel

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert T. Lane, Sr. Asst. Attorney General, State of Illinois

RESOLUTION NO. 21639

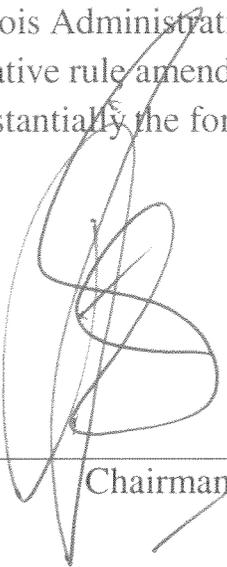
**Background**

It is in the best interest of the Illinois State Toll Highway (the “Tollway”) to update its administrative rules to reflect a change in its Payment of Tolls (“Grace Period Tolls”) policy. The Tollway currently allows non-I-PASS customers or those individuals who are without cash to pay tolls when traveling on the Tollway to pay a missed toll on line or via mail within 7 days of the transaction. Customers can also utilize a license plate look up program to pay tolls beyond the 7 days. It is in the best interest of the Tollway to extend the timeframe for these types of payments to 14 days for non-I-PASS transactions.

**Resolution**

The Chief of Business Systems, Chief Financial Officer, and the Acting General Counsel are authorized to take the steps necessary, including those detailed in the Illinois Administrative Procedure Act (5 ILCS 100/1), to enact an administrative rule amendment to enact an administrative rule amendment in substantially the form as discussed.

Approved by:

  
\_\_\_\_\_  
Chairman