

## RESOLUTION NO. 22194

**Background**

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”) requires the Tollway to provide, to the extent reasonably obtainable and or otherwise described in the Indenture, property insurance coverage on the facilities of the Tollway System that are of an insurable nature and to provide use and occupancy insurance covering loss of revenues by reason of interruptions in the use of facilities of the Tollway System. The current coverage expires April 1, 2021, and it is advisable to continue such coverage.

In 2019 Central Management Services (“CMS”) entered into a master contract with Mesirow Insurance Services, Inc. (“Mesirow”) to provide Insurance Brokerage Services. Pursuant to the master contract, the Tollway engaged Mesirow to obtain proposals for property insurance protection.

The Consulting Engineers have certified to the Tollway that the amounts of said coverage are in accordance with the requirements of the Indenture.

**Resolution**

It is in the best interest of the Tollway to enter into agreements with:

- (i) RSUI Indemnity Company and Westchester Fire Insurance Company to provide property insurance coverage for the bridges, structures and certain other assets outside of the Tollway’s Central Administration Facility, as well as business interruption insurance for loss of tolls, for an annual premium amount of \$1,326,250;
- (ii) Federal Insurance Company to provide property insurance coverage for the Tollway’s Central Administration Facility for an annual premium amount of \$129,128;
- (iii) Lloyd’s of London to provide a stand-alone Terrorism policy for an annual premium amount of \$14,409, which includes taxes and fees;
- (iv) Westchester Surplus Lines Insurance Company to provide a Difference in Conditions (Buy Back Policy – Earthquake) limit for an annual premium amount

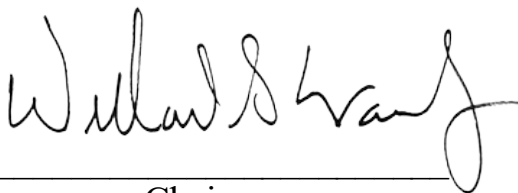
RESOLUTION NO. 22194

**Resolution (continued)**

of \$176,078; and (v) Berkley National Insurance Company to provide Commercial Auto Physical Damage coverage for an annual premium amount of \$94,990.

The proposals from RSUI Indemnity Company, Westchester Fire Insurance Company, Federal Insurance Company, Lloyd's of London, Westchester Surplus Lines Insurance Company and Berkley National Insurance Company for the property insurance program is approved for the period of April 1, 2021 through April 1, 2022, through Mesirow, for a combined annual premium \$1,740,855, subject to adjustments for additional facilities or changes in replacement cost.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned renewal contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

RESOLUTION NO. 22195

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Microsoft Office 365 and Remote Desktop Services through the Illinois Department of Innovation & Technology (“DoIT”) master contract with Dell Technologies Inc., Tollway Contract No. 21-0055, for an upper limit of compensation not to exceed \$668,177.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the DoIT master contract for the purchase of Microsoft Office 365 and Remote Desktop Services from Dell Technologies Inc. is approved in an amount not to exceed \$668,177.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz  
Chairman

## RESOLUTION NO. 22196

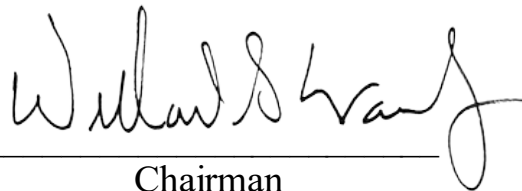
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Informatica Software Licenses, Services, Maintenance and Support through the Illinois Department of Innovation & Technology (“DoIT”) master contract with DLT Solutions, LLC, Tollway Contract No. 21-0071, for an upper limit of compensation not to exceed \$956,827.71. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the DoIT master contract for the purchase of Informatica Software Licenses, Services, Maintenance and Support from DLT Solutions, LLC is approved in an amount not to exceed \$956,827.71. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

  
Chairman

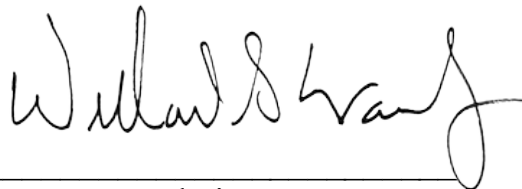
RESOLUTION NO. 22197

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Okta Software, Training and Services through the Release Off a Multiple Award Master Contract (“ROMAMC”) with Carahsoft Technology Corporation, Tollway Contract No. 21-0072, for an upper limit of compensation not to exceed \$236,685.14. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the ROMAMC for the purchase of Okta Software, Training and Services from Carahsoft Technology Corporation is approved in an amount not to exceed \$236,685.14. The Chairman and Chief Executive Officer of the Tollway or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22198

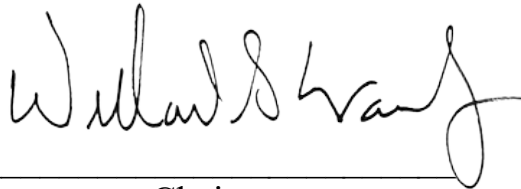
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Snowplow Vehicles through the Central Management Services (“CMS”) master contract with Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield), Tollway Contract No. 21-0028, for an upper limit of compensation not to exceed \$4,880,433.68. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the CMS master contract for the purchase of Snowplow Vehicles from Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield) is approved in an amount not to exceed \$4,880,433.68. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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



Chairman

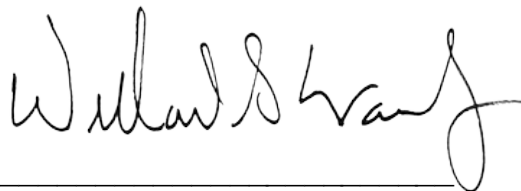
RESOLUTION NO. 22199

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Truck and Equipment Repair Services through the Central Management Services (“CMS”) master contract with Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield), Tollway Contract No. 21-0029, for an upper limit of compensation not to exceed \$1,750,000.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the CMS master contract for the purchase of Truck and Equipment Repair Services from Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield) is approved in an amount not to exceed \$1,750,000.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



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

Chairman

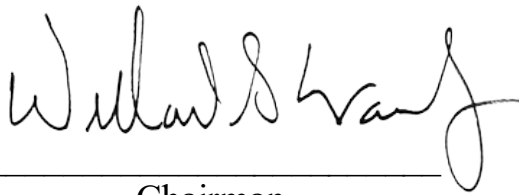
RESOLUTION NO. 22200

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Trailer-Mounted Crash Attenuators through the Central Management Services (“CMS”) master contract with Energy Absorption Systems, Inc., Tollway Contract No. 21-0017, for an upper limit of compensation not to exceed \$414,304.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the CMS master contract for the purchase of Trailer-Mounted Crash Attenuators from Energy Absorption Systems, Inc. is approved in an amount not to exceed \$414,304.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman



RESOLUTION NO. 22201

**Background**

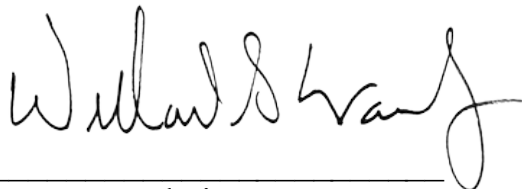
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4544 for M-8 Maintenance Facility Westbound Access Road on the Reagan Memorial Tollway (I-88) from Mile Post 117.4 (IL 25) to Mile Post 117.5 (Plaza 61). The lowest responsive and responsible bidder on Contract No. RR-20-4544 is Foundation Mechanics, LLC in the amount of \$4,616,388.46.

**Resolution**

Contract No. RR-20-4544 is awarded to Foundation Mechanics, LLC in the amount of \$4,616,388.46, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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 and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



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

Chairman

## RESOLUTION NO. 22202

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4549 for Fiber Optic Construction Upon Request, Systemwide. The lowest responsive and responsible bidder on Contract No. RR-20-4549 is Elite Fiber Optics LLC in the amount of \$2,217,355.20.

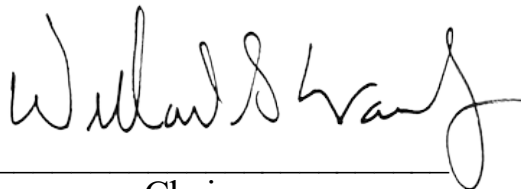
**Resolution**

Contract RR-20-4549 is awarded to Elite Fiber Optics LLC in the amount of \$2,217,355.20, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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 and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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



Chairman

## RESOLUTION NO. 22203

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4560 for Plaza Modifications on the Reagan Memorial Tollway (I-88) from Mile Post 133.9 (Plaza 52 Meyers Road) to Mile Post 139.8 (Plaza 51 York Road). The lowest responsive and responsible bidder on Contract No. RR-21-4560 is Western Remac, Inc. in the amount of \$710,197.60.

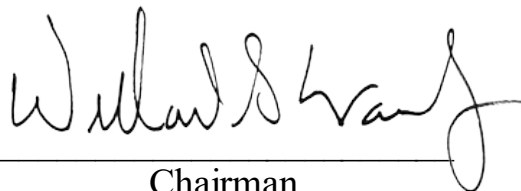
**Resolution**

Contract No. RR-21-4560 is awarded Western Remac, Inc. in the amount of \$710,197.60, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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 and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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



Chairman

RESOLUTION NO. 22204

**Background**

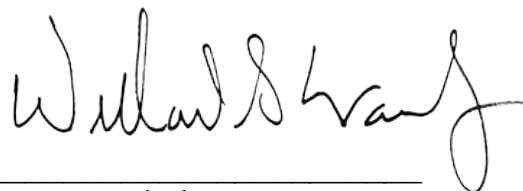
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4561 for Plaza Modifications on the Veterans Memorial Tollway (I-355) from Mile Post 13.1 to Mile Post 15.5 (Plaza 89 Boughton Road) and from Mile Post 27.8 to Mile Post 29.8 (Plaza 73 Army Trail Road). The lowest responsive and responsible bidder on Contract No. RR-21-4561 is Western Remac, Inc. in the amount of \$1,202,711.40.

**Resolution**

Contract No. RR-21-4561 is awarded to Western Remac, Inc. in the amount of \$1,202,711.40, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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 and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



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

Chairman

## RESOLUTION NO. 22205

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4722 for Bridge Construction from O’Hare to Westbound Illinois Route 390 Ramp at I-490 and Illinois Route 390 Interchange, Mile Post 16.7 to Mile Post 16.9. The lowest responsive and responsible bidder on Contract No. I-20-4722 is Superior Construction Company, Inc. in the amount of \$7,854,846.25.

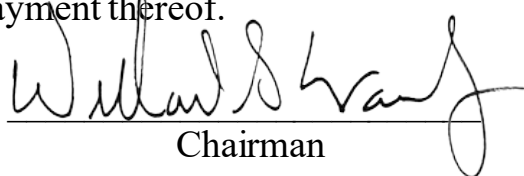
**Resolution**

Contract No. I-20-4722 is awarded to Superior Construction Company, Inc. in the amount of \$7,854,846.25, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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 and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

  
Chairman

## RESOLUTION NO. 22206

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4552 for Structural Rehabilitation on the Veterans Memorial Tollway (I-355) from Mile Post 22.6 (Butterfield Road) to Mile Post 29.8 (Army Trail Road). The lowest responsive and responsible bidder on Contract No. RR-20-4552 is Lorig Construction Company in the amount of \$1,486,044.00.

**Resolution**

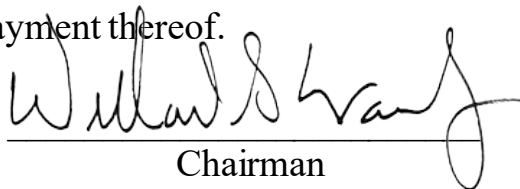
Contract No. RR-20-4552 is awarded to Lorig Construction Company in the amount of \$1,486,044.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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 and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Chairman



## RESOLUTION NO. 22207

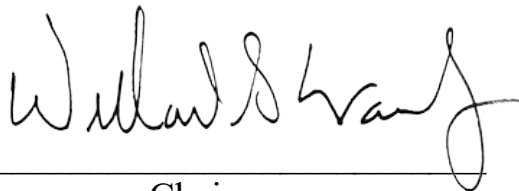
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21842 approved on July 18, 2019, entered into Contract No. I-18-4428 with Walsh Construction Company II, LLC for Bridge Reconstruction on the Tri-State Tollway (I-294) at Mile Post 26.6 (Burlington Northern Santa Fe Railway). It is in the best interest of the Tollway to increase the upper limit of Contract No. I-18-4428, by an amount not to exceed \$488,639.77, to provide for a trench box slide rail system, which is necessary to install a 16’ x 9’ box culvert and minimize impacts to adjacent railroad operations. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of Contract No. I-18-4428 in an amount not to exceed \$488,639.77.

**Resolution**

An Extra Work Order in the amount of \$488,639.77 and a commensurate increase in the upper limit of compensation on Contract No. I-18-4428 (increasing the upper limit from \$80,831,323.41 to \$81,319,963.18) is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

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



Chairman

## RESOLUTION NO. 22208

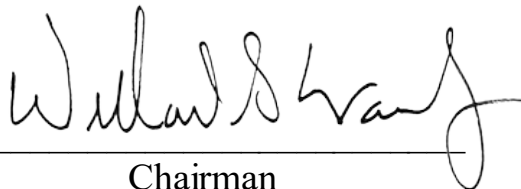
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21939 approved on January 16, 2020, entered into Contract No. I-19-4490 with Martam Construction, Inc. for Flagg Creek Water Reclamation District Sanitary Relocations on the Central Tri-State (I-294) between Mile Post 24 (I-55 ramp) and Mile Post 25.5 (55th Street) and between Mile Post 26.5 (47th Street) and Mile Post 27.3 (Ogden Avenue). It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4490, by an amount not to exceed \$1,792,000.00, to provide for additional work for unforeseen obstructions encountered during sewer installations. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order / Extra Work Order increasing the upper limit of Contract No. I-19-4490 in an amount not to exceed \$1,792,000.00.

**Resolution**

A Change Order / Extra Work Order in the amount of \$1,792,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4490 (increasing the upper limit from \$19,242,790.26 to \$21,034,790.26) is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

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



Chairman



## RESOLUTION NO. 22209

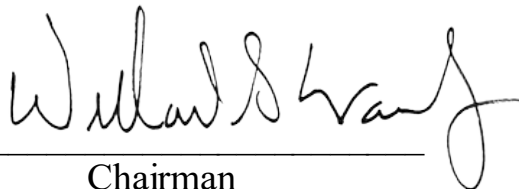
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21978 approved on March 26, 2020, entered into Contract No I-19-4491 with Walsh Construction Company II, LLC for I-55 Ramp A Bridge Construction on the Central Tri-State (I-294) from Mile Post 24.0 (I-55 ramps) to Mile Post 24.5 (Plainfield Road). It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4491, by an amount not to exceed \$1,158,848.08, to provide for additional work for adjustments to the contract due to delayed start. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of Contract No. I-19-4491 in an amount not to exceed \$1,158,848.08.

**Resolution**

An Extra Work Order in the amount of \$1,158,848.08 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4491 (increasing the upper limit from \$24,292,133.52 to \$25,450,981.60) is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

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



Chairman

## RESOLUTION NO. 22210

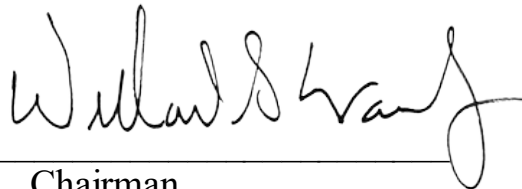
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on Contract No. I-20-4548 on the Central Tri-State (I-294). Gonzalez Companies, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$6,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with Gonzalez Companies, LLC to obtain Construction Management Services Upon Request on Contract No. I-20-4548 with an upper limit of compensation not to exceed \$6,000,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

  
Chairman

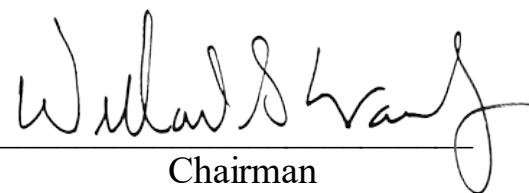
## RESOLUTION NO. 22211

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Reflective Sheeting through the Central Management Services (“CMS”) master contract with 3M Company, Tollway Contract No. 20-0061, for an upper limit of compensation not to exceed \$700,000.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the CMS master contract for the purchase of Reflective Sheeting from 3M Company is approved in an amount not to exceed \$700,000.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22212

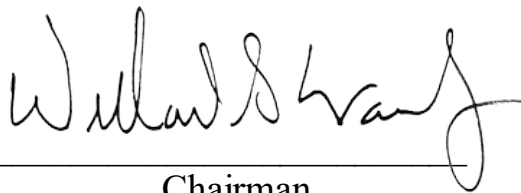
**Background**

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Web-Based Plan Room and On-Call Printing Services (“Contract 13-0187R”) from BHFX, LLC. The Tollway requires additional Web-Based Plan Room and On-Call Printing Services. It is in the best interest of the Tollway to renew Contract 13-0187R and increase the upper limit of compensation by an amount not to exceed \$246,000.00.

**Resolution**

The renewal and associated increase to the upper limit of compensation of Contract No. 13-0187R for the purchase of additional Web-Based Plan Room and On-Call Printing Services from BHFX, LLC is approved in an amount not to exceed \$246,000.00 (increase from \$827,131.30 to \$1,073,131.30). The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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



Chairman

## RESOLUTION NO. 22213

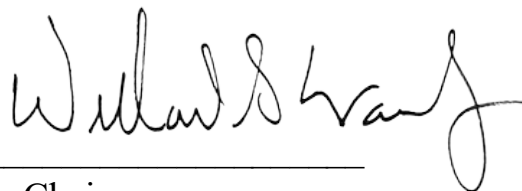
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95<sup>th</sup> Street to Balmoral Avenue (“Project”), including partially reconfiguring the Ogden Avenue interchange with I-294. Ogden Avenue is under the jurisdiction of the Illinois Department of Transportation (“Department”). The Tollway is partnering with the Department in its Phase 1 study to determine future planning for the Ogden Avenue interchange. The Tollway will be responsible for 50% of the engineering fees associated with the study and temporary interchange maintenance and energy costs, for a total amount not to exceed \$1,500,000, which will be treated as a credit to the Tollway on a future Department led project or as an offset in a future offset IGA. It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the Department to memorialize the Tollway’s and Department’s understandings regarding the reconstructed and reconfigured interchange.

**Resolution**

The acting Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway and the Department in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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



Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), effective upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION (“DEPARTMENT”) or (“IDOT”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Central Tri-State Tollway (I-294) from 95<sup>th</sup> Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as “Toll Highway”), and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contracts #I-17-4298 and #I-18-4424, (“PROJECT”), which include making the following improvements:

Remove the eastbound Ogden Avenue to northbound I-294 loop ramp (Ramp A) and replace with an eastbound Ogden Avenue left turn onto the westbound Ogden Avenue to northbound I-294 ramp (Ramp F) with a 2-phase traffic signal. Eastbound Ogden Avenue through movements will function similar to existing with a constant green signal (not impeded), while westbound through and eastbound left turn conflicting movements will be controlled based on traffic demands. The southbound I-294 to eastbound Ogden Avenue ramp (Ramp D) will continue across the bridge, matching the existing conditions, and then eventually merges with the right eastbound Ogden Avenue through lane.

Construct a right turn lane along westbound Ogden Avenue east of the new traffic signal installation as part of the improvement. The intent of the right turn lane is to allow the continued free flow access to the westbound Ogden Avenue to northbound I-294 ramp (Ramp F) movement that exists prior to installation of the new traffic signal on Ogden Avenue. A turn lane will be installed at a sufficient distance to prevent the anticipated traffic modelled westbound Ogden Avenue queues from blocking the ramp movement.

Remove the raised median, via grinding and/or pavement removal, where it exists between County Line Road and the new traffic signal location. Once removed a minimum 11-foot wide striped median / turn lane will be provided between County Line Road and the new traffic signal location.

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is constructing the removal of Ramp A and replaced with a traffic signal at eastbound Ogden Avenue left turn on to Ramp F, as shown in “EXHIBIT A” attached;

WHEREAS, by separate Intergovernmental Agreement, between the ILLINOIS TOLLWAY and the DEPARTMENT, fully executed April 10, 2020, the ILLINOIS TOLLWAY will perform bridge deck repairs on Ogden Avenue over I-294 (BN 265) (SN 016-0223) as part of the PROJECT;

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, will construct and add a right turn lane at westbound Ogden Avenue east of the new traffic signal installation as part of the improvement;

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

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

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

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the DEPARTMENT for its review and comment.
- B. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DEPARTMENT

shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DEPARTMENT's maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding, any disapproval by the DEPARTMENT, the ILLINOIS TOLLWAY, after considering the DEPARTMENT's objections, shall proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.

- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DEPARTMENT by the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES in support of general project schedules and deadlines. All PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. In a timely manner, the DEPARTMENT shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the DEPARTMENT.
- G. The ILLINOIS TOLLWAY shall require all construction performed within the DEPARTMENT's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as amended.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of Right-of-Way is not required for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is



understood by the undersigned that there will be no exchange of any interest in the DEPARTMENT's Right-of-Way or the ILLINOIS TOLLWAY's Right-of-Way.

- B. In the event the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's Right-of-Way needed for the ILLINOIS TOLLWAY to enter, access, and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the DEPARTMENT shall, upon the ILLINOIS TOLLWAY's application on the DEPARTMENT's "OPER-1045" form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the DEPARTMENT will waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees, upon completion of the PROJECT, that those lands used are restored to an "as good as - or - better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT.

### **III. UTILITY RELOCATION**

- A. At all locations where utilities are located on DEPARTMENT ROW and must be adjusted due to work proposed by the DEPARTMENT, the DEPARTMENT agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The DEPARTMENT will either require the applicable utility to complete the required adjustment at its own cost or the DEPARTMENT shall reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The DEPARTMENT agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT rights of way, and on proposed DEPARTMENT rights of way where improvements to DEPARTMENT highways are proposed by the DEPARTMENT to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of DEPARTMENT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT.

- E. At all locations where utilities are located on DEPARTMENT rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the DEPARTMENT for any and all out of pocket costs the DEPARTMENT may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the DEPARTMENT's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT or due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The DEPARTMENT agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. In the event that the work proposed by the DEPARTMENT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, (inclusive of 3<sup>rd</sup> party fibers and/or ducts, the DEPARTMENT shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the DEPARTMENT, the DEPARTMENT agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT work or infrastructure shall be

submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT within fifteen (15) calendar days after delivery to the DEPARTMENT of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the DEPARTMENT prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the DEPARTMENT's rights-of-way to comply with the indemnification provision contained at Section 107.26 in the latest version of the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March of 2020, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The ILLINOIS TOLLWAY shall require that the DEPARTMENT, and its authorized agents, officers, and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the DEPARTMENT will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the special Provisions of the construction contract(s).
- F. The DEPARTMENT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DEPARTMENT's system. The DEPARTMENT shall assign personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affects the DEPARTMENT's system and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- G. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- H. The ILLINOIS TOLLWAY shall give notice to the DEPARTMENT upon completion of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT, and the DEPARTMENT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other

inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the DEPARTMENT. At the request of the DEPARTMENT, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DEPARTMENT's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DEPARTMENT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

## V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering, and construction costs.
- B. The ILLINOIS TOLLWAY agrees to compensate the DEPARTMENT for traffic signal energy and maintenance costs until the interchange redesign is completed. The estimated energy and maintenance costs are not to exceed \$500,000.00.
- C. The ILLINOIS TOLLWAY agrees to the DEPARTMENT's request to equally share the cost to conduct the requisite planning, design, and construction in the ultimate interchange improvement during the Phase I study, and public coordination. The estimated cost of the Phase I study is \$2,000,000.00. The ILLINOIS TOLLWAY will contribute 50% of the agreed upon Phase I engineering costs, not to exceed \$1,000,000.00, subject to the discretion of the ILLINOIS TOLLWAY Board of Directors as may be necessary or required.
- D. Cost participation by the ILLINOIS TOLLWAY for traffic signal energy and maintenance costs as described in Paragraph B. above, and Phase I study costs as described in Paragraph C. above shall be accounted for by reducing the amount due to the ILLINOIS TOLLWAY by the DEPARTMENT for DEPARTMENT requested work completed by the ILLINOIS TOLLWAY, and identified in fully executed separate intergovernmental agreement(s).

- E. Either the DEPARTMENT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
  2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
  3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
  4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.

5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
6. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
7. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
8. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
9. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
10. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
11. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

D. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

## VII. MAINTENANCE - RESPONSIBILITIES

A. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety as part of the PROJECT.

B. Upon completion of the construction of the PROJECT and acceptance of the improvements the DEPARTMENT agrees to retain jurisdiction and maintenance responsibility of Ogden Avenue within the PROJECT limits, and as defined in Section VII., Paragraph C. below, including any work the ILLINOIS TOLLWAY is including in its PROJECT for the DEPARTMENT at the DEPARTMENT's request, in its entirety.

C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph D above and involve the following roadway(s):

Affected Roadway	Bridge Structure Type	DEPARTMENT Structure Number	ILLINOIS TOLLWAY Structure Number
Ogden Avenue over I-294	3	016-0223	265

The DEPARTMENT and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "ILLINOIS TOLLWAY over" and "DEPARTMENT over".

1. At all bridge structures with a partial or complete interchange system; the DEPARTMENT has all maintenance responsibility for the following:

- i. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes

contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with ILLINOIS TOLLWAY ramps;

- ii. The following portions of the grade elevation structure:
    - a. The wearing surface;
    - b. The deck below the wearing surface and above the structural beams including expansion joints, parapet walls, etc.;
    - c. Guardrail;
    - d. Drainage facilities above structural beams and girders;
    - e. All lighting except underpass;
    - f. All DEPARTMENT signals, signs, and pavement markings;
    - g. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
    - h. All drainage facilities carrying exclusively DEPARTMENT drainage
    - i. Ice and snow removal shall be accomplished in such a manner as to not block or obstruct I-294.
  - iii. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
  - iv. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway will be maintained by the DEPARTMENT through its Electrical Maintenance Contractor;
  - v. All guardrails on the DEPARTMENT right of way and highway roadway;
  - vi. All drainage facilities on DEPARTMENT highways, except for drainage structures under ILLINOIS TOLLWAY ramps;
  - vii. All lighting and energy costs on the DEPARTMENT's right-of-way, including lighting installed by the ILLINOIS TOLLWAY as part of the PROJECT, and on areas of the intersection outside fences installed to protect the ILLINOIS TOLLWAY.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:
- i. All ramp facilities on ILLINOIS TOLLWAY right of way or inside fences installed to protect the ILLINOIS TOLLWAY, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the ILLINOIS TOLLWAY as follows:
    - a. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the DEPARTMENT highway, as well as right turn exit ramps for which no



acceleration merge lane has been developed, to the point of connections with the DEPARTMENT's through traffic lanes;

- b. At all ramps onto and from the ILLINOIS TOLLWAY for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the DEPARTMENT's pavement;
  - c. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
  - d. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the ILLINOIS TOLLWAY, for the purpose of illuminating the ILLINOIS TOLLWAY and ramps to and from the ILLINOIS TOLLWAY, except as otherwise specified elsewhere in this AGREEMENT;
  - e. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.
- ii. The traffic signal on the DEPARTMENT highway at the intersection between the DEPARTMENT highway and the ramp to the Toll Highway will be maintained by the ILLINOIS TOLLWAY through the DEPARTMENT's Electrical Maintenance Contractor;

D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:

1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult

with the DEPARTMENT as to the bridge conditions which warrant such restrictions;

4. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT before such closure;
  5. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- F. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.
- G. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.
- H. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the ILLINOIS

TOLLWAY is not unnecessarily delayed or allowed to back up to the extent that it would impact ILLINOIS TOLLWAY mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on ILLINOIS TOLLWAY exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. It is understood and agreed by the PARTIES that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES regarding maintenance of DEPARTMENT highways and ILLINOIS TOLLWAY facilities within the limits of this PROJECT.
- B. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the ILLINOIS TOLLWAY that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. Nothing herein is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. The DEPARTMENT and the ILLINOIS TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

## IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the State of Illinois, Department of Transportation, and The Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The DEPARTMENT shall retain jurisdiction of Ogden Avenue traversed or affected by I-294 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Deputy Director/Region 1 Engineer of the DEPARTMENT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.

- I. The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931 and it is doing business as a governmental entity, whose mailing address is the Illinois State ILLINOIS TOLLWAY Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- M. The failure by the ILLINOIS TOLLWAY or the DEPARTMENT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DEPARTMENT unless such provision is waived in writing.
- N. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- O. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the DEPARTMENT's auditor, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- P. The DEPARTMENT also recognizes that, pursuant to Section 8.5 of the ILLINOIS TOLLWAY Act (605 ILCS 10/8.5), the Inspector General of the Illinois State ILLINOIS TOLLWAY Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The DEPARTMENT will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and

documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

- Q. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the DEPARTMENT:              The Illinois Department of Transportation  
201 W. Center Court  
Schaumburg, IL 60196  
Attn: Deputy Director/ Region One Engineer

- R. The DEPARTMENT certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
José Rios, P.E.  
Region One Engineer

Attest: \_\_\_\_\_

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Willard S. Evans, Jr.  
Chairman and Chief Executive Officer

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

By: \_\_\_\_\_  
Cathy R. Williams  
Chief Financial Officer

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

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

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert Lane, Assistant Attorney General

## RESOLUTION NO. 22214

**Background**

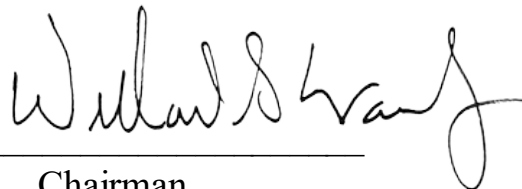
In April 2019, The Illinois State Toll Highway Authority (“Tollway”) and the Western Springs Park District (“District”) entered into an Intergovernmental Agreement (“Agreement”) relative to the reconstruction of the Burlington Northern Santa Fe Railway Bridge over I-294 (“Project”). The parties subsequently amended the Agreement and now desire to enter into a Second Addendum Intergovernmental Agreement to provide for reimbursement of costs associated with damage to the tennis courts at Spring Rock Park, which was partially caused by the Project. The Tollway agreed to reimburse the District in an amount not to exceed \$75,000 for said damage.

It is in the best interest of the Tollway to enter into a Second Addendum to the April 2, 2019 Intergovernmental Agreement between the Tollway and the District to define the Tollway’s and the District’s further responsibilities related to the Project. The Second Addendum increases the upper limit of payment authorized by the Intergovernmental Agreement by \$75,000 to a total of \$1,174,825.

**Resolution**

The acting Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare a Second Addendum to the April 2, 2019 Intergovernmental Agreement between the Tollway and the District in substantially the form attached to this Resolution. The Chairman/Chief Executive Officer of the Tollway or the Executive Director, subject to the approval of the Chief Financial Officer, are authorized to execute the Second Addendum, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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



Chairman



**SECOND INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE WESTERN SPRINGS PARK DISTRICT**

This Second Intergovernmental Agreement Addendum (“SECOND ADDENDUM”) is entered into by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY (“ILLINOIS TOLLWAY”), an instrumentality and administrative agency of the State of Illinois, and the WESTERN SPRINGS PARK DISTRICT (“DISTRICT”), an Illinois park district and unit of local government, individually referred to as “PARTY” and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, the PARTIES entered into an Intergovernmental Agreement (“AGREEMENT”) dated April 2, 2019, and attached as “Exhibit 1”, pursuant to which the PARTIES established their respective responsibilities regarding engineering, right-of-way acquisition, utility relocation, construction, funding and maintenance as each relates to the reconstruction of the Burlington Northern Santa Fe Railway (“BNSF”) Bridge over I-294 (“PROJECT”) and its impacts to the DISTRICT;

WHEREAS, the PARTIES entered into a First Addendum Intergovernmental Agreement (“FIRST ADDENDUM”) dated May 13, 2020, and attached as “Exhibit 2”, pursuant to which the PARTIES agreed to amend the AGREEMENT necessitated by deviations and refinements to Construction Contract I-18-4428 that affect the DISTRICT and the PROJECT;

WHEREAS, the PARTIES desire to enter into this SECOND ADDENDUM to acknowledge that PROJECT construction has partially contributed to damage to the tennis courts at Spring Rock Park, and the PARTIES’ agreement to share in the cost of repairing the damage to the tennis courts;

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

WHEREAS, the DISTRICT, by virtue of its powers as set forth in the Illinois Park District Code, 70 ILCS 1205/1-1-1, *et seq.*, specifically including Sections 8-1 and 8-11, and pursuant to Board approval is authorized to enter into this SECOND ADDENDUM; and

WHEREAS, a cooperative SECOND ADDENDUM is appropriate and in the best interests of both PARTIES and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

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

## SECOND ADDENDUM

A. All provisions contained in the original AGREEMENT, and the FIRST ADDENDUM that are not in conflict with this SECOND ADDENDUM shall remain in full force and effect.

B. Paragraph E. of the FIRST ADDENDUM is hereby stricken and replaced with the following:

“As consideration for the DISTRICT’s obligations under the AGREEMENT, and the FIRST ADDENDUM, including but not limited to the DISTRICT’s grants of temporary easements, permanent easements and other right-of way, use of the former site of the tennis courts for stockpiling, reimbursement to the DISTRICT for electrical work expenses necessitated by the PROJECT, and the diminished value of the District’s remaining property, and the sharing of costs to repair damage to the tennis courts at Spring Rock Park, partially caused by construction of the PROJECT, the ILLINOIS TOLLWAY shall compensate the DISTRICT in the total amount not to exceed \$1,174,825. This total amount includes \$850,000 invoiced by the DISTRICT and paid previously by the ILLINOIS TOLLWAY for DISTRICT PROJECT work identified in the AGREEMENT, \$4,825 as reimbursement to the DISTRICT for electrical work expenses necessitated by the PROJECT, \$245,000 for use of the former site of the tennis courts for stockpiling, and \$75,000 for tennis courts repair.

1. The estimated total cost to repair damage to the tennis courts at Spring Rock Park partially caused by the PROJECT is \$128,000, attached as “Exhibit 3”, and the DISTRICT shall submit an invoice to the ILLINOIS TOLLWAY for \$75,000 to assist the DISTRICT with the expense of tennis courts repair.
2. The ILLINOIS TOLLWAY’s share of the repair work shall not exceed \$75,000, and the ILLINOIS TOLLWAY shall remit payment within thirty (30) days of receipt of an invoice from the DISTRICT. Upon payment of said invoice, the ILLINOIS TOLLWAY shall not be responsible for the cost of any further repair to the three (3) tennis courts located at the north side of the Spring Rock Park tennis area. Any claim for damage to any other facility within Spring Rock Park must be supported by direct and documented evidence that said damage was caused by the ILLINOIS TOLLWAY or its contractor prior to that claim being considered.

F. This SECOND ADDENDUM may be executed in counterparts or electronically, each of which shall be deemed an original and all of which shall be deemed one and the same document.

G. This SECOND ADDENDUM shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

H. The information contained in the recital section of this SECOND ADDENDUM is agreed to and incorporated in this SECOND ADDENDUM.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Final Draft

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

**THE WESTERN SPRINGS PARK DISTRICT**

By: \_\_\_\_\_  
Christopher J. Dallavo  
President

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Willard S. Evans, Jr.  
Chairman & Chief Executive Officer

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

By: \_\_\_\_\_  
Cathy R. Williams  
Chief Financial Officer

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

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

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Lisa M. Conforti, Assistant Attorney General

## RESOLUTION NO. 22215

**Background**

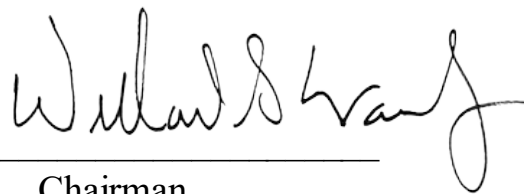
The Illinois State Toll Highway Authority (“Tollway”) is rehabilitating and reconstructing the Central Tri-State (I-294). To obtain property rights required for the reconstruction project and to facilitate the Village of Berkeley’s (“Village”) negotiations with one of its lessees, the Tollway filed a condemnation action against the Village.

To settle and resolve issues raised in the pending lawsuit, address impacts of the reconstruction project on the Village, and enhance Tollway/Village cooperation relative to the reconstruction project, the Tollway offered to pay compensation to the Village. It is in the best interest of the Tollway to enter into an intergovernmental agreement with the Village to resolve the lawsuit.

**Resolution**

The General Counsel is authorized to negotiate an intergovernmental agreement between the Tollway and the Village, consistent with the terms presented to the Board in Executive Session, to settle and resolve the lawsuit. The Chairman and Chief Executive Officer of the Tollway and the General Counsel are authorized to execute any and all necessary documents to effectuate the settlement and resolve all related legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

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

  
Chairman

RESOLUTION NO. 22216  
AMENDING RESOLUTION NO. 22175

**Background**

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures of up to \$115,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Tri-State Tollway Project, Project No. RR-11-4010 (“Project No. RR-11-4010”). Resolution 22027, as preceded by Resolutions 22003, 21948, 21928, 21902, 21883, 21868, 21849, 21822, 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942, 20771, 22027, 22052, 22101, 22138 and 22175, identified specific parcels that were required for Illinois State Toll Highway purposes. Resolution 22175 must be further amended to identify and add additional parcels and provide the Tollway’s Land Acquisition Unit the authority to acquire all parcels necessary for Project No. RR-11-4010, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 22175, identifies additional parcels and satisfies this requirement.

**Resolution**

Acquisition is authorized for any and all needed real property and interests in real estate and includes, but is not limited to, the Identified Parcels listed on Exhibit A (“Identified Parcels”), which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and interests in real estate for Project No. RR-11-4010. The Tollway’s Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. RR-11-4010 and, per Resolutions 19584, 21069 and 21451, to spend sums up to an amount not to exceed \$115,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just

RESOLUTION NO. 22216  
AMENDING RESOLUTION NO. 22175

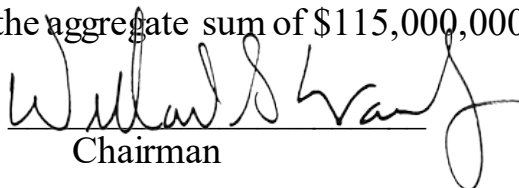
**Resolution – Continued**

compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

In the event all or part of the Identified Parcels cannot, with reasonable diligence, be purchased via negotiations, administrative documentation or settlement, the Land Acquisition Unit, upon the recommendation of the Land Acquisition Manager, the General Counsel and the Attorney General, is authorized and directed to acquire the same in the name of the Tollway by eminent domain.

The Executive Director, the Chief Operating Officer and/or Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, and consistent with applicable state and federal law, are authorized to negotiate and enter into any real estate contract for the acquisition or conveyance of all needed real estate for Project No. RR-11-4010, such contracts to be executed in accordance with applicable Tollway policy. The Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, such contracts to be executed in accordance with applicable Tollway policy. The Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses, necessary to acquire interests in all or part of all Identified Parcels needed for Project No. RR-11-4010, up to a sum not to exceed the aggregate sum of \$115,000,000.00.

Approved by:

  
Chairman

03/25/21

6.5/4

RESOLUTION NO. 22216  
AMENDING RESOLUTION NO. 22175

**Resolution – Continued- Exhibit A**

**PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS**

**TRI-STATE TOLLWAY**



**EXHIBIT "A"**  
**Project RR-11-4010**  
Tri-State Tollway

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook
TW-7-16-001	03-36-204-002	DuPage
TW-7-16-011	12-19-400-111	Cook
TW-7-16-012	12-19-400-123	Cook
TW-7-16-013	12-19-400-157	Cook
TW-7-16-014	12-19-400-156	Cook
TW-7-16-015	12-19-400-069	Cook
TW-7-16-016	12-19-400-125	Cook
TW-7-16-017	12-19-400-087	Cook
TW-7-16-018	12-19-400-107	Cook
TW-3B-16-002	18-27-500-003, 18-28-501-001, 18-33-501-001	Cook
TW-3B-16-003	18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008	Cook

**EXHIBIT "A"**  
**Project RR-11-4010**  
**Tri-State Tollway**

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-500-004, 18-28-200-028 18-28-200-033, 18-27-100-001, 18-28-200-030 18-28-400-004, 18-28-300-055, 18-28-400-006	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-055 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook
TW-3A-16-003	18-34-104-028	Cook
TW-3A-16-004	18-34-105-020	Cook
TW-3A-16-005	THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191	Cook
TW-3A-16-006	18-34-104-014	Cook
TW-3A-16-008	18-34-102-004	Cook

**EXHIBIT "A"**  
**Project RR-11-4010**  
Tri-State Tollway

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-3A-16-009	18-34-102-003	Cook
TW-3A-16-011	18-34-102-011	Cook
TW-3A-16-007	18-34-105-001 & Rust Rail and Louis Drive	Cook
TW-5-16-067	18-06-321-003, 18-06-413-002, 18-06-413-001, 18-06-414-001, 18-06-419-031, 18-06-419-032, 18-06-419-016, 18-06-419-017, 18-06-419-018, 18-06-419-019, 18-06-420-020, 18-06-419-021, 18-06-419-022, 18-06-419-023, 18-06-419-024, 18-06-419-025, 18-06-419-026, 18-06-419-027, 18-06-419-028, 18-06-419-029, 18-06-419-030, 18-06-413-003	Cook
TW-5-16-068	18-06-319-001, 18-06-319-013, 18-06-320-001, 18-06-317-006, 18-06-317-008, 18-06-320-008, 18-06-320-012, 18-06-320-014, 18-06-320-015, 18-06-320-017, 18-06-320-016, 18-06-320-007, 18-06-321-002	Cook
TW-5-16-070	18-06-318-032	Cook
TW-6B-16-005	15-07-101-016	Cook
TW-7-16-062	12-16-115-032	Cook
TW-7-16-063	12-16-114-036	Cook
TW-7-16-064	12-16-114-037	Cook
TW-7-16-065	12-16-114-032	Cook
TW-7-16-066	12-16-113-021	Cook
TW-3B-16-017	18-28-102-006	Cook
TW-3B-16-018	18-28-102-005	Cook
TW-3B-16-019	18-28-102-023	Cook
TW-3B-16-020	THAT PART OF THE EXISTING MARIDON ROAD RIGHT OF WAY AS DEDICATED ON GREGOR'S SUBDIVISION PLAT, RECORDED SEPTEMBER 8, 1952 AS DOCUMENT NUMBER 15430017, BEING A SUBDIVISION OF THE WEST 200 FEET OF THE EAST 1027.90 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-3B-16-021	18-28-102-021	Cook
TW-3B-16-022	18-28-102-020	Cook
TW-3B-16-023	18-29-205-016	Cook

**EXHIBIT "A"**  
**Project RR-11-4010**  
Tri-State Tollway

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-3B-16-024	18-29-205-015	Cook
TW-5-16-059	18-07-103-001, 18-07-103-002, 18-07-103-003, 18-07-103-004, 18-07-103-005, 18-07-103-006, 18-07-103-007, 18-07-103-008, 18-07-103-009, 18-07-103-010, 18-07-103-011	Cook
TW-7-16-002	03-25-409-001, 03-25-409-002	DuPage
TW-7-16-003	03-25-400-004	DuPage
TW-7-16-004	03-25-400-006	DuPage
TW-7-16-054	12-16-307-029	Cook
TW-7-16-057	12-16-312-018	Cook
TW-7-16-060	12-16-115-023, 12-16-115-025	Cook
TW-7-16-067	12-16-113-017, 12-16-113-018, 12-16-113-023, 12-16-113-024	Cook
TW-7-16-068	12-16-205-023, 12-16-111-049	Cook
TW-7-16-071	12-16-205-019	Cook
TW-7-16-077	12-16-203-024	Cook
TW-7-16-053	12-16-307-041	Cook
TW-7-16-055	12-16-307-028	Cook
TW-7-16-059	12-16-111-048, 12-16-205-024	Cook
TW-7-16-078	THAT PART OF LAWRENCE AVENUE, A 66 FOOT WIDE STREET IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1891 AS DOCUMENT NUMBER 1483103	Cook
TW-7-16-079	THAT PART OF MONTROSE, THAT PART OF AGATITE AND THAT PART OF SUNNYSIDE AVENUES ALL IN INDIAN PARK ESTATES, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1939 AS DOCUMENT 12260059	Cook
TW-7-16-080	THAT PART OF BERTEAU AND DENLEY AVENUES AS SHOW ON VOLK BROTHERS HOME ADDITION TO SCHILLER PARK IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 20, 1924 AS DOCUMENT NUMBER 8427643	Cook
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook

**EXHIBIT "A"**  
**Project RR-11-4010**  
Tri-State Tollway

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-7-16-045	12-30-301-034	Cook
TW-5-16-011	18-19-102-014	Cook
TW-5-16-012	18-19-102-013	Cook
TW-5-16-013	18-19-102-012	Cook
TW-5-16-014	18-19-102-011	Cook
TW-5-16-015	18-19-102-016	Cook
TW-3A-16-072	08-35-109-012	Cook
TW-3A-16-081	23-01-106-012	Cook
TW-5-16-137	18-18-304-018	Cook
TW-5-16-139	18-19-102-015	Cook
TW-5-16-140	18-18-304-017	Cook
TW-6B-16-002	15-07-104-015	Cook
TW-6B-16-004	15-07-104-004	Cook
TW-6B-16-008	15-06-303-024	Cook
TW-7-16-043	12-20-300-054, 12-20-300-055	Cook
TW-7-16-056	12-16-307-004, 12-16-307-005 12-16-307-027, 12-16-307-032	Cook
TW-7-16-069	12-16-205-021	Cook
TW-3A-16-066	18-35-407-055	Cook
TW-3B-16-027	18-29-100-003, 18-29-100-027	Cook
TW-3B-16-029	THAT PART OF 71st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837	Cook
TW-3B-16-028	18-29-100-026	Cook
TW-5-16-095	18-06-126-010	Cook
TW-5-16-098	18-06-126-009	Cook
TW-5-16-101	18-06-126-006	Cook
TW-5-16-103	18-06-126-005	Cook

**EXHIBIT "A"**  
**Project RR-11-4010**  
Tri-State Tollway

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-5-16-105	18-06-126-004	Cook
TW-5-16-107	18-06-126-002	Cook
TW-5-16-110	18-06-126-001	Cook
TW-5-16-130	18-06-126-007	Cook
TW-5-16-141	18-19-405-014, 19-19-495-015	Cook
TW-6C-16-008	06-12-419-014	DuPage
TW-6C-16-012	06-12-413-039	DuPage
TW-6C-16-003	15-18-107-018	Cook
TW-6C-16-006	06-12-419-016	DuPage
TW-6C-16-007	06-12-419-015	DuPage
TW-6C-16-009	06-12-419-002	DuPage
TW-6C-16-010	06-12-419-001	DuPage
TW-3A-16-031	23-01-300-014	Cook
TW-3A-16-034	23-01-300-012	Cook
TW-3A-16-038	23-01-106-011	Cook
TW-3B-16-026	18-29-200-004, 18-29-200-009 18-29-200-014, 18-29-200-017	Cook
TW-5-16-046	18-07-117-012, 18-07-117-018	Cook
TW-5-16-048	18-07-117-013	Cook
TW-5-16-050	18-07-117-014	Cook
TW-5-16-051	18-07-117-015	Cook
TW-5-16-052	18-07-117-016	Cook
TW-5-16-053	18-07-117-017	Cook
TW-5-16-082	18-06-303-015, 18-06-303-016, 18-06-303-017	Cook
TW-5-16-090	18-06-303-002	Cook
TW-5-16-099	18-06-126-008	Cook
TW-5-16-132	18-07-301-017	Cook

**EXHIBIT "A"**  
**Project RR-11-4010**  
**Tri-State Tollway**

**PREVIOUSLY IDENTIFIED PARCELS**  
**PIN NUMBER/OR DESCRIPTION**

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-5-16-142	COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 65.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 418.63 FEET TO THE WESTERLY LINE OF FLAGG CREEK PER TIMBER TRAILS UNIT 1 RECORDED AS DOCUMENT NUMBER 0530003135; THENCE NORTH 9 DEGREES 28 MINUTES 16 SECONDS EAST ALONG SAID WESTERLY LINE, 568.83 FEET; THENCE NORTH 2 DEGREES 14 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY LINE, 241.74 FEET TO THE NORTHEAST CORNER OF OUTLOT Y IN SAID TIMBER TRAILS UNIT 1; THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS EAST, 60.10 FEET; THENCE SOUTH 2 DEGREES 14 MINUTES 54 SECONDS WEST, 249.01 FEET; THENCE SOUTH 9 DEGREES 28 MINUTES 16 SECONDS WEST, 361.82 FEET; THENCE SOUTH 1 DEGREE 47 MINUTES 13 SECONDS EAST, 292.39 FEET TO THE EASTERLY LINE OF FLAGG CREEK PER SAID TIMBER TRAILS UNIT 1; THENCE SOUTH 9 DEGREES 43 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 155.20 FEET TO THE NORTHERLY LINE OF PLAINFIELD ROAD; THENCE SOUTH 64 DEGREES 09 MINUTES 53 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF BEGINNING	Cook
TW-5-16-094	18-06-126-022	Cook
TW-6B-16-009	15-18-500-001	Cook
TW-3A-16-042	23-01-109-007	Cook
TW-3A-16-082	23-01-105-006	Cook
TW-5-16-002	18-19-403-016	Cook
TW-5-16-016	18-18-304-014	Cook
TW-5-16-017	18-18-304-013	Cook
TW-5-16-018	18-18-411-001, 18-18-412-001	Cook
TW-5-16-019	18-18-304-012	Cook
TW-5-16-020	18-18-304-011	Cook
TW-5-16-021	18-18-304-010	Cook
TW-5-16-022	18-18-304-009	Cook
TW-5-16-023	18-18-304-007, 18-18-304-008	Cook
TW-5-16-057	18-07-109-015, 18-07-109-016	Cook
TW-5-16-063	18-07-102-009, 18-07-102-010 18-07-102-011, 18-07-102-012	Cook
TW-6C-16-002	15-18-107-015, 15-18-107-019 15-18-107-020, 15-18-107-021	Cook
TW-3A-16-014	23-01-301-042	Cook
TW-3A-16-015	23-01-301-041	Cook

**EXHIBIT "A"**  
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Tri-State Tollway

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-3A-16-017	23-01-301-040	Cook
TW-3A-16-019	23-01-301-039	Cook
TW-3A-16-020	23-01-301-022	Cook
TW-3A-16-021	23-01-301-021	Cook
TW-3A-16-024	23-01-300-019	Cook
TW-3A-16-029	23-01-300-026	Cook
TW-3A-16-046	23-01-109-034	Cook
TW-3A-16-052	23-01-117-014-1001 through 1012	Cook
TW-3A-16-054	23-01-117-013-1001 through 1048	Cook
TW-3A-16-056	23-01-113-010	Cook
TW-3A-16-057	23-01-113-003, 23-01-113-004, 23-01-113-005	Cook
TW-3A-16-059	18-36-319-036	Cook
TW-3A-16-063	18-35-407-008, 18-35-407-010	Cook
TW-3A-16-070	18-35-407-041	Cook
TW-5-16-005	18-19-404-008, 18-19-404-009 18-19-404-010, 18-19-404-011	Cook
TW-3A-16-023	23-01-301-020	Cook
TW-3A-16-026	23-01-301-024	Cook
TW-3A-16-027	23-01-301-033	Cook
TW-3A-16-053	23-01-117-003	Cook
TW-5-16-073	That part of Spring Street, Hinsdale	Cook
TW-5-16-074	18-06-303-025, 18-06-310-011, 18-06-310-012 18-06-310-016, 18-06-310-017, 18-06-310-018 18-06-310-019, 18-06-310-021, 18-06-311-001 18-06-311-002, 18-06-311-003, 18-06-311-004 18-06-311-005, 18-06-311-006, 18-06-311-007 18-06-311-008, 18-06-311-009, 18-06-311-010 18-06-311-021, 18-06-311-023	Cook
TW-6B-16-010	That part of Coolidge Avenue, Berkeley	Cook
TW-6B-16-011	That part of Superior St., Huron St. and public alley in block 2 of H.O. Stone and Company's Ber-Elm Addition, Berkeley	Cook



**EXHIBIT "A"**  
**Project RR-11-4010**  
Tri-State Tollway

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-6B-16-013	That part of Victoria Avenue, Berkeley	Cook
TW-6B-16-014	That part of Electric Avenue, Berkeley	Cook
TW-6B-16-015	15-07-318-004-8001	Cook
TW-6B-16-017	15-07-501-001	Cook
TW-6C-16-005	16 Foot Alley in Block 9 in Berkeley Lawn Subdivision	Cook
TW-3A-16-033	23-01-300-028, 23-01-300-029	Cook
TW-3A-16-043	23-01-109-031	Cook
TW-3A-16-044	23-01-109-032	Cook
TW-3A-16-045	23-01-109-033	Cook
TW-3A-16-047	A PART OF WEST 90TH STREET OF MILFORD COURT, BEING A RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER DOCUMENT 97144076 RECORDED MARCH 04, 1987	Cook
TW-3A-16-083	18-35-122-014, 18-35-122-015	Cook
TW-6B-16-006	That part of Park Ave., Berkeley	Cook
TW-6B-16-007	That part of Victoria Ave., Berkeley	Cook
TW-6C-16-015	15-18-306-016, 15-18-306-017, 15-18-306-018	Cook
TW-5-16-042	18-07-301-019	Cook
TW-5-16-077	LOTS 49 TO 52, BOTH INCLUSIVE, IN H.W. DIETRICH'S RE-SUBDIVISION OF LOTS 1, 2, AND 3, THE SOUTH HALF AND THE WEST 186.86 FEET OF THE NORTH HALF OF LOT 4 AND LOTS 7 TO 18 INCLUSIVE (EXCEPT THE EAST 68 FEET OF LOTS 7 AND 8 IN BLOCK 14, ALL OF BLOCK 15 AND LOTS 1 TO 13 IN BLOCK 16 IN EAST HINSDALE, A SUBDIVISION OF THE EAST HALF AND THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD; ALL IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.	Cook
TW-5-16-080	18-06-312-008, 18-06-312-009	Cook
TW-5-16-123	06-36-200-036	DuPage
TW-5-16-124	06-36-200-025	DuPage
TW-5-16-125	06-25-409-016	DuPage

**EXHIBIT "A"**  
**Project RR-11-4010**  
Tri-State Tollway

<b>Parcel</b>	<b>PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-5-16-027	18-07-418-003, 18-07-418-004, 18-07-400-009	Cook
TW-5-16-029	18-07-418-059-1001 thru 18-07-418-059-1028	Cook
TW-5-16-034	18-07-109-037-1001 thru 18-07-109-037-1105	Cook
TW-5-16-049	18-07-117-007, 18-07-117-008, 18-07-117-009	Cook
TW-5-16-075	18-06-312-031	Cook
TW-5-16-076	18-06-312-030	Cook
TW-5-16-081	18-06-312-007, 18-06-312-017	Cook
TW-5-16-092	18-06-118-020	Cool
TW-5-16-093	18-06-118-016	Cook
TW-5-16-097	18-06-126-019	Cook
TW-5-16-100	18-06-126-018	Cook
TW-5-16-102	18-06-126-017	Cook
TW-5-16-121	06-36-202-017, 06-36-202-018	DuPage
TW-5-16-143	18-07-109-037-1001 thru 1105, Lot 10 (EXCEPT THE NORTH 17 FEET OF LOT 10) IN SAID HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-5-16-146	THOSE PARTS OF LOTS 9 AND 10 IN BLOCK 12 IN THE HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD 83 (2011 ADJUSTMENT)	Cook
TW-6A-16-001	06-25-409-014	DuPage
TW-6A-16-002	15-30-301-018, 15-30-301-020, 15-30-301-021	Cook
TW-6C-16-016	15-18-306-027, 15-18-307-001, 15-18-307-002, 15-18-307-022 15-18-307-023, 15-18-307-005, 15-18-307-006, 15-18-307-007 15-18-307-026, 15-18-307-027, 15-18-307-015, 15-18-307-016 15-18-307-017, 15-18-307-018, 15-18-307-025	Cook
TW-6C-16-017	That part of Concord and Caldwell Avenues	Cook
TW-6C-16-018	15-18-307-024	Cook
TW-6C-16-019	06-13-405-025	DuPage

**EXHIBIT "A"**  
**Project RR-11-4010**  
**Tri-State Tollway**

<b>Parcel</b>	<b>ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
<b>TW-5-16-145</b>	18-07-418-005	Cook

## RESOLUTION NO. 22217

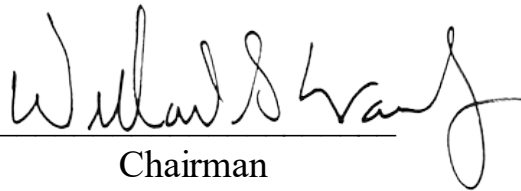
**Background**

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding workers’ compensation claims filed by Jeffery Jaworski. It is in the best interest of the Tollway to go forward with the settlement.

**Resolution**

The settlement of Jeffery Jaworski’s workers’ compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway or the Tollway’s Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all related legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

## RESOLUTION NO. 22218

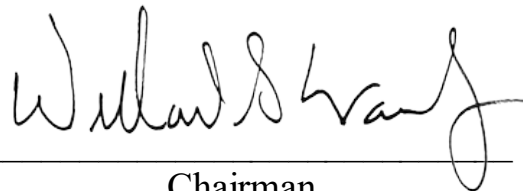
**Background**

The Illinois State Toll Highway Authority (“Tollway”) and the Illinois Department of Central Management Services (“CMS”) are interested in procuring a Business Enterprise Program (“BEP”) Availability and Disparity Study. Pursuant to the Specific State Joint Purchase Request for Proposal No. 21-416CMS-BEPX4-B-16727 solicited by CMS (the lead governmental entity) and the Tollway (the participant governmental entity), and upon evaluation by a selection committee, CMS has determined that Colette Holt & Associates provides the best overall value for a BEP Availability and Disparity Study for an upper limit of compensation not to exceed \$316,152.50 for the Tollway’s portion (Tollway Contract No. 21-0023). These goods and/or services are being obtained pursuant to the Governmental Joint Purchasing Act 30 ILCS 525/.01, *et seq.*

**Resolution**

Utilization of the Specific State Joint Purchase Contract for the purchase of a BEP Availability and Disparity Study from Colette Holt & Associates is approved in an amount not to exceed \$316,152.50. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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



Chairman

RESOLUTION NO. 22219

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring an Illinois Tollway Availability and Disparity Study. Pursuant to the Tollway’s Request for Proposal No. 20-0023, and upon evaluation by a selection committee, the Tollway has determined that Colette Holt & Associates provides the best overall value for an Illinois Tollway Availability and Disparity Study for an upper limit of compensation not to exceed \$372,800.00.

**Resolution**

The proposal from Colette Holt & Associates for the purchase of an Illinois Tollway Availability and Disparity Study is accepted. Contract No. 20-0023 is approved in an amount not to exceed \$372,800.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz  
Chairman