

RESOLUTION NO. 22398

Background

As set forth in Article III, Section 3 of the By-Laws of The Illinois State Toll Highway Authority, the Board shall biennially select a Secretary and fix the Secretary's compensation. The Secretary, or an Assistant Secretary, shall (i) be present at all board meetings, (ii) keep accurate records of those meetings, and (iii) have all necessary powers incident to the performance of the office and such other duties as from time to time may be authorized, ordered or directed by the Board or the Chair.

Additionally, pursuant to Section 1.05 of the Open Meetings Act ("Act"), 5 ILCS 120/1.05, The Illinois State Toll Highway Authority ("Tollway") must designate Tollway employee(s) to receive training on compliance with the Act and submit a list of its designees to the Public Access Counselor.

Resolution

Effective March 16, 2022, Christi Regnery is appointed Tollway Secretary and Open Meetings Act Designee of the Tollway, and the Executive Director is hereby authorized to establish a reasonable salary for the Tollway Secretary. As Tollway Secretary, Ms. Regnery shall be responsible for the day-to-day management of Board-related matters, reporting to the Chair and the Board of Directors, and shall perform all duties for the Tollway consistent with this appointment.

Effective March 16, 2022, the Tollway appoints Janet Long and Tammy Mayfield Assistant Secretaries and Open Meetings Act Designees of the Tollway. Either Ms. Long or Ms. Mayfield, collectively or individually, shall have the authority to exercise all of the powers of the Secretary due to vacancy in the role of Secretary or as directed by the Chair when the Secretary is unable or unavailable to perform certain duties ordinarily performed by the Secretary. No additional compensation shall be paid said individuals for performing the services of Assistant Secretary.



Approved by: _____

Chair

RESOLUTION NO. 22399

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. Current coverage expires April 1, 2022, 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 \$1,471,650.00;
- (ii) Federal Insurance Company to provide property insurance coverage for the Tollway’s Central Administration facility for an annual premium amount of \$132,967.00;
- (iii) Lloyd’s of London to provide a stand-alone Terrorism policy for an annual premium amount of \$15,149.00, which includes taxes and

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Resolution (continued)

fees; (iv) Westchester Surplus Lines Insurance Company to provide a Difference in Conditions (Buy Back Policy – Earthquake) limit for an annual premium amount of \$202,960.00; and (v) Berkley National Insurance Company to provide Commercial Auto Physical Damage coverage for an annual premium amount of \$99,181.00.

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, 2022 through April 1, 2023, through Mesirow, for a combined annual premium of \$1,921,907.00, subject to adjustments for additional facilities or changes in replacement cost.

The Chair and Chief Executive Officer of the Tollway is authorized to execute the aforementioned contracts, 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: 
Chair

RESOLUTION NO. 22400

Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Printing and Mailing Services from Transitions, N.F.P. (d.b.a. The Printer’s Mark), a State Use Vendor (“Contract No. 17-0127”). It is in the best interest of the Tollway to purchase additional Printing and Mailing Services from Transitions, N.F.P. (d.b.a. The Printer’s Mark) by renewing Contract No. 17-0127 and increasing the upper limit of compensation by an amount not to exceed \$18,000,000.00.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 17-0127 for the purchase of additional Printing and Mailing Services from Transitions, N.F.P. (d.b.a. The Printer’s Mark) is approved in an amount not to exceed \$18,000,000.00, increasing the upper limit of compensation from \$29,900,000.00 to \$47,900,000.00. The Chair 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 of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22401

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Image Review Services. Pursuant to the Tollway’s State Use Request No. 22-0019, which has been evaluated and approved by the State Use Committee, the Tollway has determined that Bridgeway Inc., a State Use Vendor, is the best qualified to provide Image Review Services for an upper limit of compensation not to exceed \$25,000,000.00.

Resolution

The utilization of the State Use Program for Image Review Services from Bridgeway Inc., pursuant to Contract No. 22-0019, is approved in an amount not to exceed \$25,000,000.00. The Chair 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 of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

**DEFERRED
RESOLUTION NO.**

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4714 for Roadway and Bridge Construction of the I-490 and IL Route 390 Interchange on the Elgin O’Hare Western Access Tollway (I-490) and Illinois Route 390 from Mile Post 16.3 to Mile Post 17. The lowest responsive and responsible bidder on Contract No. I-19-4714 is Dunnet Bay Construction Co. in the amount of \$23,241,093.24.

Resolution

Contract No. I-19-4714 is awarded to is Dunnet Bay Construction Co. in the amount of \$23,241,093.24, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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: _____
Chair

RESOLUTION NO. 22402

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4824R for Roadway Appurtenance Repairs, Systemwide. The lowest responsive and responsible bidder on Contract No. RR-21-4824R is Fence Masters, Inc. in the amount of \$3,839,207.00.

Resolution

Contract No. RR-21-4824R is awarded to Fence Masters, Inc. in the amount of \$3,839,207.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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: 
Chair

**DEFERRED
RESOLUTION NO.**

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-9247 for Traffic Operations Center and Dispatch Center Renovation General Construction on the Veterans Memorial Tollway (I-355) at Mile Post 19.8 (Central Administration Building). The lowest responsive and responsible bidder on Contract No. RR-21-9247 is Drive Construction, Inc. in the amount of \$4,189,000.00.

Resolution

Contract No. RR-21-9247 is awarded to Drive Construction, Inc. in the amount of \$4,189,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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: _____
Chair

RESOLUTION NO. 22403

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4583R for Weigh-In-Motion Replacement on the Veterans Memorial Tollway (I-355) at Mile Post 2.2 (Bruce Road). The lowest responsive and responsible bidder on Contract No. RR-21-4583R is Foundation Mechanics, LLC, Inc. in the amount of \$1,844,255.56.

Resolution

Contract No. RR-21-4583R is awarded to Foundation Mechanics, LLC in the amount of \$1,844,255.56, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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: 
Chair

RESOLUTION NO. 22404

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4589 for Weigh-In-Motion Replacement on the Tri-State Tollway (I-94) at Mile Post 3.1 (IL-173). The lowest responsive and responsible bidder on Contract No. RR-21-4589 is Aldridge Electric, Inc. in the amount of \$2,357,677.10.

Resolution

Contract No. RR-21-4589 is awarded to Aldridge Electric, Inc. in the amount of \$2,357,677.10, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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: _____
Chair

**DEFERRED
RESOLUTION NO.**

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22056 approved on July 16, 2020, entered into Contract No. I-17-4339 with Judlau Contracting, Inc. for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) between Mile Post 35.04 (South of Grand Avenue) and Mile Post 36.70 (Wolf Road) and on I-490 Ramp S1 and Ramp S2. It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-17-4339, by an amount not to exceed \$400,000.00, to provide for labor, materials and equipment to install a single slope barrier wall in lieu of the barrier wall shown in the plans. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, 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 compensation on Contract No. I-17-4339 in an amount not to exceed \$400,000.00.

Resolution

A Change Order / Extra Work Order in the amount of \$400,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-17-4339, increasing the upper limit of compensation from \$156,039,761.15 to \$156,439,761.15, is approved. The Chair 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: _____
Chair

**DEFERRED
RESOLUTION NO.**

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22094 approved on September 17, 2020, entered into Contract No. I-20-4519 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway & Bridge Reconstruction on the Tri-State Tollway (I-294) between Mile Post 22.3 (75th Street) and Mile Post 24.1 (I-55 Ramps). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-20-4519, in an aggregate amount not to exceed \$720,000.00, to provide for cold weather protection for concrete structures (\$398,000) and concrete pavement (\$322,000) on the Tri-State Tollway (I-294) from 75th Street to I-55 Ramps. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, 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 compensation on Contract No. I-20-4519 in an amount not to exceed \$720,000.00.

Resolution

An Extra Work Order in the amount of \$720,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-20-4519, increasing the upper limit of compensation from \$127,194,376.65 to \$127,914,376.65, is approved. The Chair 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: _____
Chair

**DEFERRED
RESOLUTION NO.**

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22132 approved on November 19, 2020, entered into Contract No. I-19-4476 with Plote Construction, Inc. / Dunnet Bay Construction Company (JV) for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) at Eisenhower Expressway (I-290) and St. Charles Road. It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-19-4476, by an amount not to exceed \$450,000.00, to provide for additional earthwork necessary for replacement of the St. Charles Road Bridge. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, 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 compensation on Contract No. I-19-4476 in an amount not to exceed \$450,000.00.

Resolution

A Change Order / Extra Work Order in the amount of \$450,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4476, increasing the upper limit of compensation from \$32,965,466.50 to \$33,415,466.50, is approved. The Chair 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: _____
Chair

RESOLUTION NO. 22405

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-21-4572, Systemwide. Stanley Consultants, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. 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 Stanley Consultants, Inc. to obtain Construction Management Services Upon Request on Contract No. I-21-4572 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval by the General Counsel. The Chair 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: 
Chair

RESOLUTION NO. 22406

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-21-4810 on the Tri-State Tollway (I-294). SQN Associates, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. 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 SQN Associates, LLC to obtain Construction Management Services Upon Request on Contract No. I-21-4810 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval by the General Counsel. The Chair 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: 
Chair

RESOLUTION NO. 22407

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. RR-21-9243, Systemwide. 4HD, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$2,000,000.00. 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 4HD, Inc. to obtain Construction Management Services Upon Request on Contract No. RR-21-9243 with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval by the General Counsel. The Chair 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: 
Chair

**DEFERRED
RESOLUTION NO.**

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services Upon Request on Contract No. RR-21-4801, Systemwide. HDR Engineering, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$5,000,000.00. 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 HDR Engineering, Inc. to obtain Design Services Upon Request on Contract No. RR-21-4801 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval by the General Counsel. The Chair 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: _____
Chair

RESOLUTION NO. 22408

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Facilities Design Services Upon Request on Contract No. RR-21-9240, Systemwide. Muller & Muller Ltd. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. 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 Muller & Muller Ltd. to obtain Facilities Design Services Upon Request on Contract No. RR-21-9240 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval by the General Counsel. The Chair 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: 
Chair

RESOLUTION NO. 22409

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services Upon Request on Contract No. RR-21-9241, Systemwide. Orion Engineers, PLLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. 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 Orion Engineers, PLLC to obtain Design Services Upon Request on Contract No. RR-21-9241 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval by the General Counsel. The Chair 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: 
Chair

RESOLUTION NO. 22410

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services Upon Request on Contract No. RR-21-9242, Systemwide. Horner & Shifrin, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$1,500,000.00. 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 Horner & Shifrin, Inc. to obtain Design Services Upon Request on Contract No. RR-21-9242 with an upper limit of compensation not to exceed \$1,500,000.00, subject to review and approval by the General Counsel. The Chair 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: 
Chair

RESOLUTION NO. 22411

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21361 approved September 28, 2017, entered into an agreement with Quigg Engineering, Inc. on Contract No. I-17-4299 for Design Services on the Tri-State Tollway (I-294) from Mile Post 29.1 (East West Connector) to Mile Post 30.5 (Roosevelt Road).

Per Tollway request, Quigg Engineering, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4299 in an amount not to exceed \$475,000.00, increasing the upper limit of compensation on Contract No. I-17-4299 from \$2,850,000.00 to \$3,325,000.00. It is necessary and in the best interest of the Tollway to accept Quigg Engineering, Inc.’s proposal.

Resolution

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with Quigg Engineering, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-17-4299 by \$475,000.00, subject to review and approval by the General Counsel. The Chair 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: _____



Chair

RESOLUTION NO. 22412

Background

The Illinois State Toll Highway Authority (“Tollway”) is partnering with Cook County (“County”), through its Department of Transportation & Highways, and the Village of Justice (“Village”) to construct an interchange at 88th/Cork Avenue on I-294 (“Project”). The Project includes both Tollway-led work and County-led work. Pursuant to the Tollway’s Interchange Policy, the Tollway will provide 50% of the funding for the Project. The County and Village will provide the remaining 50% of the funding. The estimated cost of the Project is \$39,238,669. The parties’ payment obligations will be based on actual costs.

It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the County and the Village to memorialize the parties’ understandings and responsibilities relative to the Project.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between Tollway, the County and the Village in substantially the form attached to this Resolution. The Chair 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: 

Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE COUNTY OF COOK
AND
THE VILLAGE OF JUSTICE**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), effective upon the last dated signature below, is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), the COUNTY OF COOK, a body politic and corporate of the State of Illinois, (“COUNTY”), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, (“DEPARTMENT”), and the VILLAGE OF JUSTICE, a municipal corporation of the State of Illinois, (“VILLAGE”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”. Excluding the ILLINOIS TOLLWAY, the COUNTY and the VILLAGE may be referred to collectively as “OTHER PARTIES”.

RECITALS:

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY is improving certain portions of the Tri-State Tollway (I-294) mainline, (“Toll Highway”), between 95th Street and Balmoral Avenue as contemplated in, but not limited to Construction Contracts I-19-4481 and I-20-4518, (“CTS Project”);

WHEREAS, within the limits of the CTS Project is the construction of an additional access interchange at I-294 and 88th/Cork Avenue as contemplated in, but not limited to Construction Contract # I-21-4594, (“INTERCHANGE PROJECT”);

WHEREAS, the INTERCHANGE PROJECT is being led and constructed by the ILLINOIS TOLLWAY, and includes local roads under the jurisdiction of the OTHER PARTIES;

WHEREAS, in addition to the CTS Project and INTERCHANGE PROJECT, the COUNTY is leading construction of improvements to roadways adjacent to the subject interchange that are under the jurisdiction of the OTHER PARTIES, and that promote the public welfare and provide convenient, safe and modern roadways (“County Project”);

WHEREAS, in October 2012 the ILLINOIS TOLLWAY adopted an Interchange and Roadway Cost Sharing Policy (“INTERCHANGE POLICY”), which outlines a process by which new or expanded interchange access can be advanced, including potential new access points along the Toll Highway;

WHEREAS, per the INTERCHANGE POLICY, the ILLINOIS TOLLWAY agrees to contribute 50% of the cost of expanded interchange access, provided that the interested local agency(ies) contribute the remaining 50% of the cost;

WHEREAS, the PARTIES and the Illinois Department of Transportation have a fully executed Memorandum of Understanding dated May 28, 2019 that serves as the basis for interagency cooperation in funding engineering, right-of-way acquisition, utility relocation and construction of an additional access interchange at I-294 and 88th/Cork Avenue;

WHEREAS, construction of the INTERCHANGE PROJECT improvements consists of the following:

A new northbound (“NB”) I-294 to 88th/Cork Avenue exit ramp will be constructed. The single lane ramp will be widened to provide separate left turn and right turn lanes at 88th/Cork Avenue.

A new southbound (“SB”) I-294 from 88th/Cork Avenue entrance ramp will be constructed. The new SB I-294 from 88th/Cork Avenue ramp will replace the existing SB Archer Road and NB Archer Road to SB I-294 ramps.

The bridge deck carrying 88th/Cork Avenue over I-294 will be replaced and widened to accommodate a southbound left turn lane to the new SB I-294 entrance ramp, adjacent raised median and a multi-use path.

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

WHEREAS, a separate Intergovernmental Agreement between the PARTIES will be prepared to determine and establish respective responsibilities for the County Project. The County Project improvements will be designed to accommodate the additional traffic from the NB I-294 exit ramp and the SB I-294 entrance ramp. Improvements to the local roadways include design modifications to the frontage road/81st Street, 79th Place, 79th Street, and Archer Road; reconstruction and widening of 88th/Cork Avenue (excluding the bridge deck), from south of 81st Street to north of 79th Street; reconstruction and widening of Oak Grove Avenue from north of 79th Street to north of Archer Road;

WHEREAS, the OTHER PARTIES have secured federal funding from the Federal Highway Administration to be applied toward Phase I and Phase II engineering and construction of local roadways adjacent to and affected by the INTERCHANGE PROJECT improvements and such funding will not apply to the INTERCHANGE PROJECT;

WHEREAS, the INTERCHANGE PROJECT and the County Project are consistent with the ILLINOIS TOLLWAY’s INTERCHANGE POLICY and their construction is

supported by the OTHER PARTIES, providing additional access for existing and proposed development and potential economic benefits within the COUNTY and the VILLAGE;

WHEREAS, the PARTIES agree that the ILLINOIS TOLLWAY shall be responsible for 50% of the combined actual costs for the INTERCHANGE PROJECT, the County Project, and engineering, right-of-way acquisition and interchange items added to the Tollway's CTS Project, which include temporary traffic signals, bridge substructure, ramp gores, signing, pavement marking and sewer relocation and, unless specified, the OTHER PARTIES shall be responsible for the remaining 50% of the combined costs of the INTERCHANGE PROJECT, the County Project, and engineering, right-of-way acquisition and interchange items added to the CTS Project;

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

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

WHEREAS, the VILLAGE, by virtue of powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and pursuant to Board approval, 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 VILLAGE shall enter into an agreement with a professional engineering firm/consultant to perform Phase II engineering services for the INTERCHANGE PROJECT, subject to cost participation and reimbursement by the ILLINOIS TOLLWAY and the COUNTY as stipulated. Phase II engineering services will include, but not be limited to, obtaining any necessary surveys and preparing the final construction plans and specifications for the INTERCHANGE PROJECT. The COUNTY agrees to provide technical assistance to the VILLAGE in the administration of Phase II engineering services.
- B. The ILLINOIS TOLLWAY and the VILLAGE shall review the construction plans and specifications which impact their respective maintained highways within

fifteen (15) calendar days of receipt thereof. If the COUNTY does not receive comments or objections from the ILLINOIS TOLLWAY and/or the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the respective plans and specifications submittal. Approval by the ILLINOIS TOLLWAY and the VILLAGE shall mean they agree with all specifications in the plans, including alignment and location of the INTERCHANGE PROJECT improvements which impact their maintained roadways. In the event of disapproval, the ILLINOIS TOLLWAY and/or the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the COUNTY.

- 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 INTERCHANGE PROJECT shall be promptly delivered electronically to the ILLINOIS TOLLWAY and the VILLAGE by the COUNTY.
- E. The ILLINOIS TOLLWAY agrees to assume the overall INTERCHANGE PROJECT responsibility, including ensuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County Soil and Water Conservation (SWPPP), Cook County, 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 INTERCHANGE 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 INTERCHANGE PROJECT.
- F. The DEPARTMENT and the VILLAGE shall grant and consent, in a reasonable amount of time, to any and all permits for right of access (ingress and/or egress) and/or temporary use of its property and right-of-way within the INTERCHANGE PROJECT limits to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit(s) for right of access, or temporary use of any of the DEPARTMENT's or VILLAGE's property shall not be unreasonably withheld by the DEPARTMENT or the VILLAGE.

II. RIGHT-OF-WAY

- A. Except as otherwise set forth in this AGREEMENT, the ILLINOIS TOLLWAY, at its own expense, shall acquire all right-of-way (both permanent and temporary)

necessary for the construction of the INTERCHANGE PROJECT and the County Project pursuant to the approved plans and specifications and the federal process for federally funded projects.

- B. Pursuant to the plans and specifications, the VILLAGE shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right-of-way (both permanent and temporary) necessary for the construction of the INTERCHANGE PROJECT and the County Project.
- C. Right-of-way acquired exclusively for improvements for the County Project or for other property or improvements to be maintained by the COUNTY and/or the VILLAGE, shall be acquired in the name of the ILLINOIS TOLLWAY free and clear of all encumbrances and shall be conveyed by the ILLINOIS TOLLWAY to the COUNTY and the VILLAGE after acquisition thereof by the ILLINOIS TOLLWAY, subject to recognition by the PARTIES of expenditures in the final accounting of cost participation for the INTERCHANGE PROJECT and the County Project.
- D. For purposes of financial consideration, “Right-of-Way Costs” incurred by the ILLINOIS TOLLWAY shall include the purchase price, court ordered judgments and final settlement amounts. Furthermore, the expenses for title research, survey preparation, appraisal, negotiations, relocation, and court proceedings together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of “Right-of-Way Cost” as addressed in SECTION V. of this AGREEMENT.
- E. The VILLAGE agrees to convey to the ILLINOIS TOLLWAY, fee simple for the full take of Parcel TW-3A-16-094 and agrees to convey to the COUNTY fee simple for the full take of Parcel TW-3A-16-109, as shown on EXHIBIT A, attached. The PARTIES agree that the VILLAGE shall receive \$214,500.00 credit towards the VILLAGE’s financial obligations for the INTERCHANGE PROJECT and the County Project.
- F. The ILLINOIS TOLLWAY agrees to convey to the COUNTY, fee simple for the full take of Parcels T-3A-161.1EX, T-3A-179.1EX, TW-3A-179.2EX and agrees to convey to the VILLAGE fee simple for the full take of Parcel TW-3A-65.1EX, as shown on EXHIBIT A, attached. The PARTIES agree that the ILLINOIS TOLLWAY shall receive \$101,700.00 credit towards the ILLINOIS TOLLWAY’s financial obligations for the INTERCHANGE PROJECT and the County Project.
- G. The ILLINOIS TOLLWAY shall convey Parcels TW-3A-16-095.EX, TW-3A-16-098.EX, TW-3A-16-101.EX, TW-3A-16-104.EX, TW-3A-16-105.EX and TW-

3A-16-106.EX to the COUNTY via quit claim deed upon completion of the County Project.

- H. The ILLINOIS TOLLWAY shall convey Parcels TW-3A-16-103.EX, TW-3A-16-110.EX and TW-3A-16.11-112.EX to the COUNTY via quit claim deed upon completion of the County Project. By separate agreement, the COUNTY shall convey said parcels to the Illinois Department of Transportation for public purpose.
- I. The ILLINOIS TOLLWAY shall convey Parcels TW-3A-16-080, TW-3A-16-103.EX, TW-3A-16-107.EX and TW-3A-16-108.EX to the VILLAGE via quit claim deed upon completion of the County Project.
- J. All parcels identified in paragraphs (F), (G), (H) and (I) (“PARCELS”) shall be conveyed upon the completion of the County Project, provided, however that:
 - 1. Said conveyances shall be made without consideration, cash or otherwise, to the ILLINOIS TOLLWAY, beyond the obligations assumed by the COUNTY or the VILLAGE under this AGREEMENT.
 - 2. It is understood that the PARCELS at issue are being conveyed for a public purpose, and that upon conveyance by the COUNTY or the VILLAGE of any portion of any of the PARCELS for a non-public purpose within ten (10) years of the date of this AGREEMENT, the ILLINOIS TOLLWAY shall be reimbursed for any portion of the sale proceeds, pursuant to the ILLINOIS TOLLWAY’s Excess Real Property Declaration and Disposal Policy dated November 2015; and
 - 3. In the event any portion of the PARCELS is required in the future for Toll Highway improvements, the receiving party shall re-convey that portion of the PARCELS to the ILLINOIS TOLLWAY upon demand and without cost, and the ILLINOIS TOLLWAY shall not be responsible for any improvements made to that portion of PARCELS including, but not limited to, all facilities, sidewalks, bike paths, and any and all fences, walls, signs or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, etc.
 - 4. The quit claim deed from the ILLINOIS TOLLWAY for the PARCELS shall contain the following covenant: “Pursuant to Tollway’s Excess Real Property Declaration and Disposal Policy dated November 2015, the Grantee, their successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the Chief Engineering Officer of the Illinois State Toll Highway Authority, Grantor, would in any way interfere with the safe operation of the Illinois State Toll Highway Authority system.”

5. The obligations identified in sub-paragraphs II (J) (2), (3) and (4) above will survive conveyance by the COUNTY or the VILLAGE of any portion of the PARCELS for public purposes or non-public purposes and said covenants and restrictions shall be set forth in any deed or other conveyance document.
- K. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to ILLINOIS TOLLWAY format.
- L. The PARTIES agree to convey fee simple title, or any lesser property interest as may be required for the INTERCHANGE PROJECT and the County Project to each other for each land parcel(s) identified in this AGREEMENT. To effectuate the conveyance, Grantor shall execute and deliver a general warranty deed in a form established by the ILLINOIS TOLLWAY. The financial consideration of this conveyance shall be used as a credit in accord with the "Right-of-Way Cost" addressed in SECTION V. of this AGREEMENT. The total credit for such conveyance(s) will be based upon the amount negotiated between the PARTIES.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY and the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY and/or VILLAGE right-of-way which require adjustment as part of the INTERCHANGE PROJECT. As part of its INTERCHANGE PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The COUNTY and the VILLAGE agree to make arrangements for and issue all permits for the INTERCHANGE PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY and/or VILLAGE right-of-way, and on proposed COUNTY and/or VILLAGE right-of-way where improvements to COUNTY and/or VILLAGE roadways are proposed to be done in conjunction with the INTERCHANGE PROJECT. The PARTIES agree that any associated costs the COUNTY and/or the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted will become shared INTERCHANGE PROJECT and County Project costs.
- D. At all locations where utilities are located on ILLINOIS TOLLWAY right-of-way and must be adjusted due to work proposed by the COUNTY and/or the VILLAGE, 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

COUNTY's or VILLAGE's utilities are located on ILLINOIS TOLLWAY right-of-way and must be adjusted due to work proposed by the COUNTY and/or the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the COUNTY and/or the VILLAGE agree to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The PARTIES agree that any associated costs the COUNTY and/or the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted will become shared INTERCHANGE PROJECT and County Project costs.

- E. At all locations where utilities are located on COUNTY and/or VILLAGE right-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the COUNTY and/or VILLAGE agree to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the ILLINOIS TOLLWAY's utilities are located on COUNTY and/or VILLAGE right-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY or due to work proposed by the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY agrees to obtain from the COUNTY and/or the VILLAGE an approved permit for the facility, and to abide by all conditions set forth therein. The PARTIES agree that any associated costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted will become shared INTERCHANGE PROJECT and County Project costs.
- F. In the event that work proposed by the COUNTY and/or the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, as shown on as built cable drawing, the cost to locate, mark, design, protect, adjust and/or relocate the system shall become a shared INTERCHANGE PROJECT and County Project cost. The COUNTY and the VILLAGE shall be notified of any conflicts prior to any adjustments or relocation and shall have the opportunity to discuss alternatives for resolution with the ILLINOIS TOLLWAY.
- G. 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 INTERCHANGE PROJECT limits and must be adjusted due to work proposed by the COUNTY and/or the VILLAGE, the COUNTY and/or the VILLAGE agree to mitigate the potential impacts of such changes, including bearing the costs, unless such expense is due to error or omission by ILLINOIS TOLLWAY staff, consultant or contractor. In the event the cost is related to infrastructure that is in VILLAGE or COUNTY right-of-way, the ILLINOIS TOLLWAY shall be responsible for those costs.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the COUNTY's and the VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY and/or VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the INTERCHANGE PROJECT to be constructed in accordance with the INTERCHANGE PROJECT plans and specifications, subject to reimbursement by the COUNTY and the VILLAGE as hereinafter stipulated.
- B. After award of the INTERCHANGE PROJECT construction contract(s), any proposed deviations from the approved construction plans and specifications that affect the COUNTY and/or the VILLAGE shall be submitted to the COUNTY and/or the VILLAGE for approval prior to commencing such work. The COUNTY and/or the VILLAGE 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 COUNTY and/or the VILLAGE shall detail in writing its specific objections for review and consideration by the ILLINOIS TOLLWAY. If the ILLINOIS TOLLWAY receives no written response from the COUNTY and/or the VILLAGE within fifteen (15) calendar days after delivery to the COUNTY and/or the VILLAGE of the proposed deviation, or following the expiration of an approved extension of time, the proposed deviation shall be deemed approved by the COUNTY and/or the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the approved construction plans and specifications that affect the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY shall provide not less than five (5) calendar days written notice to the COUNTY and the VILLAGE prior to commencement of work on the PROJECT.
- D. The COUNTY, the VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the INTERCHANGE PROJECT that affects the COUNTY's and/or the VILLAGE's right-of-way or facilities. The COUNTY and the VILLAGE shall assign personnel to perform inspections on behalf of the COUNTY and the VILLAGE respectively of all work included in the INTERCHANGE PROJECT that affects the COUNTY's and/or the VILLAGE's right-of-way or facilities, 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.

- E. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the COUNTY and the VILLAGE upon completion of 70% and 100% of all INTERCHANGE PROJECT construction contracts to be subsequently maintained by the COUNTY and/or the VILLAGE, and the COUNTY and the VILLAGE shall make an inspection thereof not later than thirty (30) calendar days after notice thereof. If the COUNTY or the VILLAGE does not perform a final inspection within thirty (30) calendar days after receiving notice of completion of 100% of all INTERCHANGE PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the INTERCHANGE PROJECT shall be deemed accepted by the COUNTY and/or the VILLAGE. At the request of the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's or the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within fifteen (15) 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 COUNTY and/or the VILLAGE shall perform such joint re-inspections within fifteen (15) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall require that the COUNTY, the VILLAGE and their 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 COUNTY and the VILLAGE be added as additional protected parties on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- H. The ILLINOIS TOLLWAY shall require its contractor(s) working within the right-of-way of the COUNTY and the VILLAGE to comply with the indemnification provision contained at Section 107.26 in the most current version of the ILLINOIS TOLLWAY's Supplemental Specifications for construction.

- I. As-built drawings of the INTERCHANGE PROJECT and utility locations performed by the ILLINOIS TOLLWAY shall be provided to the COUNTY and the VILLAGE within one year following substantial completion of the INTERCHANGE PROJECT.
- J. The ILLINOIS TOLLWAY shall have the right 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. The ILLINOIS TOLLWAY agrees to be responsible for 100% of the cost of engineering, right-of-way, construction engineering and construction costs associated with the I-294 mainline contracts, less the costs associated with any INTERCHANGE PROJECT additional work, which include temporary traffic signals, bridge substructure, ramp gores, signing, pavement marking and sewer relocation. INTERCHANGE PROJECT additional work on the I-294 mainline contracts includes the widening of the bridge substructure, the entrance and exit ramps between I-294 and the ramp gores, along with any construction engineering and utility relocations associated with this INTERCHANGE PROJECT related work. The ILLINOIS TOLLWAY shall be responsible for 50% of the incremental cost difference of additional work needed for the interchange.
- B. The estimated combined cost of the INTERCHANGE PROJECT and the County Project, including Phase I and Phase II engineering, right-of-way conveyances, utility relocation, construction, and construction engineering is \$36,167,385.00. Cost participation of the ILLINOIS TOLLWAY is estimated to be \$18,083,692.50, and cost participation of the OTHER PARTIES is estimated to be \$18,083,692.50.
- C. Estimated ILLINOIS TOLLWAY itemized costs of the INTERCHANGE PROJECT for Phase II engineering, right-of-way, utility relocation, construction, and construction engineering are as follows: (Rounded to the nearest dollar.)

- 1. ILLINOIS TOLLWAY share (50%) of
 - Phase II engineering original contract: \$1,215,732.00
- 2. Phase II engineering supplement contracts: \$709,726.00

3. Right-of way transfers and acquisitions: \$786,300.00
4. Prorated Construction costs for CTS Project Contracts I-19-4481 and I-20-4518 benefitting the INTERCHANGE PROJECT: \$1,420,127.00
5. Prorated Construction engineering costs for CTS Project Contracts I-19-4481 and I-20-4518 benefitting the INTERCHANGE PROJECT: \$170,415.00
6. Construction costs for Contract I-21-4594: \$8,809,794.00
7. Construction engineering costs for Contract I-21-4594: \$1,321,469.00
8. Utility relocation costs for Contract I-21-4594: \$600,000.00

Total Estimated
 INTERCHANGE PROJECT Costs: **\$15,033,563.00**

- D. Upon completion of the INTERCHANGE PROJECT, the County Project, and the CTS Project items related to the INTERCHANGE PROJECT, the PARTIES shall determine and agree upon the final cost responsibilities of each PARTY for work as identified in this AGREEMENT.

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 COUNTY and/or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY or the VILLAGE.
- 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 and/or 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 and piers, bridge girders/beams, bridge deck, 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 the PARTIES' roadway facilities or right-of way, to the motoring public and/or 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.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT,

- provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTIES to this AGREEMENT are notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the another 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, if the proposed action is deemed necessary by the Chief Engineering Officer.
 - H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
 - I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
 - J. These are three types of bridge structures that intersect ILLINOIS TOLLWAY right-of-way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the Toll Highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the Toll Highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. ILLINOIS TOLLWAY agrees to maintain I-294 within the limits of the PROJECT, in its entirety.

- B. The COUNTY agrees to maintain or cause to be maintained 88th/Cork Avenue within the limits of the INTERCHANGE PROJECT, including all facilities, concrete barriers, drainage scuppers, inlets, frames and grates, and any and all fences, walls, lighting in its entirety.
- C. The VILLAGE agrees to maintain, or cause to be maintained 81st Street, 79th Place and Oak Grove Avenue within the limits of the INTERCHANGE PROJECT in their entirety.
- D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI (J) above and involve the following roadway(s):

Bridge Structure Type	Affected Roadway	IDOT Structure Number	ILLINOIS TOLLWAY Bridge Number
3	88 th /Cork Avenue over I-294	016-3248	177

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. The COUNTY and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for “local road over the Toll Highway.”

- 1. The COUNTY has all maintenance responsibility as to the following:
 - a. All COUNTY roadway, roadway approaches, roadway turning lane facilities, including pavement, curb and gutter, barrier wall, shoulders, approach slabs, approach embankments and all parts of retaining walls outside ILLINOIS TOLLWAY right-of-way.
 - b. The COUNTY has all maintenance responsibility as to the following portions of the grade separation structure:
 - i. The wearing surface;
 - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - iii. Drainage facilities above structural beams and girders;
 - iv. All drainage facilities on the COUNTY roadway and right-of-way carrying exclusively COUNTY drainage;
 - v. All guardrails on the COUNTY roadway and right of way;
 - vi. All fences installed on the overpass including those installed to separate pedestrians, bicycles and non-vehicular traffic from roadway traffic and those installed on the parapet of the bridge;

- vii. All traffic signals on the COUNTY roadway and at the intersections between the COUNTY roadway and the ramps to and from the Toll Highway;
- viii. All COUNTY signs, and pavement markings;
- ix.
- x. All lighting that is part of the combination poles on the COUNTY roadway, right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
- xi. Ice and snow removal accomplished in such a manner as to not block or obstruct I-294.

2. The ILLINOIS TOLLWAY has all maintenance responsibility for all ramp facilities on Toll Highway right-of-way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:

- a. At split diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the COUNTY highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the COUNTY's through traffic lanes;
- b. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
- c. Retaining and noise walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.

E. 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 Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
 3. Pavement markings, including embedded reflectors;
 4. Standards governing right-of-way maintenance;
- F. In the event the COUNTY must perform maintenance of the deck and above, as required, the ILLINOIS TOLLWAY, after proper notice by the COUNTY, shall assist in the coordination of any required lane closures on I-294 to perform such maintenance work.
- G. 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.
- H. Signalization and pavement markings at the interchange, if any, will be under the control of the COUNTY. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The COUNTY consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway 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 the Toll Highway mainline pavement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the COUNTY and the ILLINOIS TOLLWAY that this AGREEMENT shall supersede any and all earlier Agreements entered into by the COUNTY and the ILLINOIS TOLLWAY regarding maintenance of 88th/Cork Avenue and Toll Highway facilities within the limits of this INTERCHANGE PROJECT.
- B. During construction, the COUNTY shall continue to maintain all portions of the INTERCHANGE PROJECT within the COUNTY's right-of-way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved

plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be improved or maintained by the construction contractor(s).

- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of another PARTY.
- E. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The COUNTY shall retain jurisdiction of 88th/Cork Avenue and the VILLAGE shall retain jurisdiction of 81st Street, 79th Place and Oak Grove Avenue as affected by the PROJECT, 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.
- B. 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.
- C. Wherever in this AGREEMENT approval or review by the COUNTY, the VILLAGE, and/or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. 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.

- E. In the event of a dispute between the OTHER PARTIES and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, the COUNTY's Superintendent, and/or the VILLAGE's Engineer 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 INTERCHANGE PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the INTERCHANGE PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final, subject to Section IX (F) below.
- F. In the event of a dispute between the OTHER PARTIES and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the OTHER PARTIES facilities (requested work, roadways, traffic signals, utilities, etc.), the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's Superintendent and/or the VILLAGE's Engineer shall meet to resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the OTHER PARTIES' facilities (requested work, roadways, traffic signals, utilities, etc.), the decision of the COUNTY's Superintendent and/or the VILLAGE's engineer shall be final as long as, in the reasonable opinion of the Chief Engineering Officer of the ILLINOIS TOLLWAY that decision does not delay delivery of the INTERCHANGE PROJECT or be detrimental to the maintenance and operation of the Toll Highway, in which case the provisions of Section IX.(E) shall apply.
- G. In the event there is a conflict between the terms contained in this document and the attached Exhibits, the terms included in this document shall control.
- H. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. The COUNTY certifies that its correct Federal Tax Identification number is 36-6006541 and it is doing business as a governmental entity, whose mailing address is 118 North Clark Street, Room 500, Chicago, IL 60602.
- J. The VILLAGE certifies that its correct Federal Tax Identification number is 36-2648525 and it is doing business as a governmental entity, whose mailing address is 7800 South Archer Road, Justice, IL 60458.
- K. 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 Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- L. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.

- M. 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 after the date this AGREEMENT is executed.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. This AGREEMENT does not, and shall not be construed to, create any rights, responsibilities, or causes of action in any third parties except as specified herein.
- O. The failure by the ILLINOIS TOLLWAY, the COUNTY or the VILLAGE 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, the COUNTY or the VILLAGE unless such provision is waived in writing.
- P. It is agreed that the laws of the State of Illinois, except for conflicts of law principles, shall apply to this AGREEMENT, and in the event of litigation, venue and jurisdiction shall lie in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.
- Q. 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, the ILLINOIS TOLLWAY's auditor or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- R. The OTHER PARTIES also recognize that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Illinois Tollway Inspector General ("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 OTHER PARTIES will fully cooperate in any OIG audit, 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 in, or connected with, or having knowledge of, the performance of this AGREEMENT.

- S. 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: Acting Chief Engineering Officer
E-mail: mnashif@getipass.com

To the COUNTY: Cook County Department of
Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, Illinois 60602
Attn: Superintendent
E-mail: jennifer.killen@cookcountyil.gov

To the VILLAGE: The Village of Justice
7800 Archer Road
Justice, Illinois 60458
Attn: Kris Wasowicz, Mayor
E-mail: kwasowicz@villageofjustice.org

- T. The introductory Recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE COUNTY OF COOK

By: _____
Toni Preckwinkle
President
Cook County Board of Commissioners

ATTEST: _____
County Clerk
(SEAL)

This ____ day of _____ 2022

RECOMMENDED BY:

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

Assistant State's Attorney

THE VILLAGE OF JUSTICE

By: _____
Krzysztof (Kris) Wasowicz
Mayor

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. 22413

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement of personal injury claims filed by Anthony Clinton. It is in the best interest of the Tollway to enter into the settlement.

Resolution

Settlement of Anthony Clinton’s personal injury claims is approved. The General Counsel is authorized to finalize a settlement agreement consistent with the terms presented to the Board in Executive Session. The Chair 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 the settlement and resolve all related legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22414

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Ballistic Shields. Pursuant to the Tollway Invitation for Bid No. 21-0173, the Tollway determined that Ray O’Herron Company, Inc. is the lowest responsive and responsible bidder for Ballistic Shields for an upper limit of compensation not to exceed \$136,950.00.

Resolution

The bid from Ray O’Herron Company, Inc. for the Tollway’s purchase of Ballistic Shields is accepted. Contract No. 21-0173 is approved in an amount not to exceed \$136,950.00. The Chair and Chief Executive Officer of the Tollway or the Tollway’s 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, and 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. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22415

Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased an Automatic Number Plate Recognition System from Adesta LLC (formerly G4S Secure Integration LLC) (“Contract No. 13-0313”). It is in the best interest of the Tollway to purchase additional Automatic Number Plate Recognition System Equipment and Services from Adesta LLC by renewing Contract No. 13-0313 and increasing the upper limit of compensation by an amount not to exceed \$4,400,000.00.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 13-0313 for the purchase of additional Automatic Number Plate Recognition System Equipment and Services from Adesta LLC is approved in an amount not to exceed \$4,400,000.00, increasing the upper limit of compensation from \$23,040,000.00 to \$27,440,000.00. The Chair 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 of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair