

RESOLUTION NO. 21233

Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to obtain and continue to accept credit card and other types of payment for its I-PASS, violation and other programs.

In 2011, a Request for Proposals was issued for merchant card processing. Pursuant to Resolution No. 19400, the Tollway Board awarded a contract to Fifth Third Processing Solutions (now Vantiv, LLC) for a period of three years with two one-year renewal options. This contract expired on November 30, 2016.

On February 25, 2016, pursuant to Resolution No. 20950, the Tollway Board awarded a sole source contract to Vantiv, LLC for the period of December 1, 2016 through May 31, 2018 to allow for service continuation pending completion of “the Tollway’s” new I-PASS and violation back-end system.

In 2016, the Tollway issued a new Request for Proposals for merchant card services (RFP #15-0054). After evaluation of the responsive proposals, First Data Merchant Services LLC received the highest score and was most responsive to the Tollway’s needs. It is in the Tollway’s interest to promptly begin the process of integrating First Data into the technological infrastructure at the Tollway to facilitate a seamless transition to this new provider of merchant card services.

Resolution

The General Counsel and the Chief Financial Officer are hereby authorized to negotiate a contract with First Data Merchant Services LLC (“First Data”) for merchant card services for a term of four years with up to six years of optional renewals, with an anticipated start date of June 1, 2017, in an amount not to exceed \$69,000,000.00 for the four year term.

It is further resolved that Tollway staff is hereby directed to take all appropriate measures to work collaboratively with First Data so that this company is fully prepared to assume sole responsibility for the Tollway’s merchant card services needs immediately upon expiration of the current contract with Vantiv on or before May 31, 2018.

RESOLUTION NO. 21233

Resolution - Continued

The Chairman and Executive Director are hereby authorized to execute any and all documents necessary to effectuate said agreements, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____
Chairman

RESOLUTION NO. 21234

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Cisco Smart Net Maintenance and Support through the Central Management Services ("CMS") master contract with CDW Government LLC (Tollway Contract No. 16-0156) for an upper limit of compensation not to exceed \$436,967.53. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Cisco Smart Net Maintenance and Support from CDW Government LLC is approved in an amount not to exceed \$436,967.53. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21235

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Technical Assistance for Developing Businesses. Pursuant to the Tollway's Request for Proposal No. 16-0031, and upon evaluation by a selection committee, the Tollway has determined that Chicago Minority Supplier Development Council, Inc.; Griggs Mitchell & Alma of IL, LLC (d.b.a. GMA Construction Group); HACIA Scholarship and Education Foundation; The Mexican American Chamber of Commerce of Illinois, Inc. (d.b.a. The Illinois Hispanic Chamber of Commerce, Inc.); Illinois State Black Chamber of Commerce, Inc.; Inner-City Underwriting Agency, Inc.; and Prairie State College are the best qualified to provide Technical Assistance for Developing Businesses for an aggregate upper limit of compensation not to exceed \$3,935,994.00.

Resolution

The proposals from Chicago Minority Supplier Development Council, Inc.; Griggs Mitchell & Alma of IL, LLC (d.b.a. GMA Construction Group); HACIA Scholarship and Education Foundation; The Mexican American Chamber of Commerce of Illinois, Inc. (d.b.a. The Illinois Hispanic Chamber of Commerce, Inc.); Illinois State Black Chamber of Commerce, Inc.; Inner-City Underwriting Agency, Inc.; and Prairie State College for the purchase of Technical Assistance for Developing Businesses are accepted. Contract No. 16-0031 is approved in an aggregate amount not to exceed \$3,935,994.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21236

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Reclosable Fasteners. Pursuant to the Tollway's Invitation for Bid No. 16-0149, the Tollway has determined that R.S. Hughes Company, Inc. (d.b.a. Saunders) is the lowest responsive and responsible bidder for Reclosable Fasteners for an upper limit of compensation not to exceed \$155,000.00.

Resolution

The bid from R.S. Hughes Company, Inc. (d.b.a. Saunders) for the purchase of Reclosable Fasteners is accepted. Contract No. 16-0149 is approved in an amount not to exceed \$155,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21237

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring John Deere Off-Road Equipment Repairs. Pursuant to the Tollway's Invitation for Bid No. 16-0127 the Tollway has determined that West Side Tractor Sales Co. and Buck Bros., Inc. are the lowest responsive and responsible bidders for John Deere Off-Road Equipment Repairs for an aggregate upper limit of compensation not to exceed \$145,159.50.

Resolution

The bids from West Side Tractor Sales Co. and Buck Bros., Inc. for the purchase of John Deere Off-Road Equipment Repairs are accepted. Contract No. 16-0127 is approved in an aggregate amount not to exceed \$145,159.50. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21238

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-9193 for CCTV Camera Construction on the Tri-State Tollway (I-294) at Milepost 18.2 (south of 87th Street), Milepost 25.0 (Hinsdale Oasis), Milepost 42.8 (Des Plaines River), Milepost 44.0 (Rand Road) and Milepost 48.9 (Willow Road); on the Reagan Memorial Tollway (I-88) Milepost 139.5 (Roosevelt Road) and Milepost 140.2 (Eisenhower Expressway); on the Veterans Memorial Tollway (I-355) Milepost 18.4 (Maple Avenue) and Milepost 20.7 (Finley Road). The lowest responsible bidder on Contract No. RR-16-9193 is Demarc Electric and Communications, LLC in the amount of \$1,420,781.24.

Resolution

Contract No. RR-16-9193 is awarded to Demarc Electric and Communications, LLC in the amount of \$1,420,781.24, 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 Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Approved by: _____

Chairman

RESOLUTION NO. 21239

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-15-4240 for Bridge Joint and Retaining Wall Repairs, on the Tri-State Tollway (I-294) Milepost 31.3 (Butterfield Road) to Milepost 39.3 (Canadian Pacific Railroad). The lowest responsible bidder on Contract No. RR-15-4240 is Lorig Construction Company, Inc., in the amount of \$4,140,184.23.

Resolution

Contract No. RR-15-4240 is awarded to Lorig Construction Company, Inc., in the amount of \$4,140,184.23, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chairman

RESOLUTION NO. 21240

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4285 for Maintenance Facility Building Construction at Maintenance Facility M-6 (Marengo) on the Jane Addams Memorial Tollway (I-90) at MP 41.9 (US 20 Ramps). The lowest responsible bidder on Contract No. RR-16-4285 is Stenstrom General Contractor / Design-Build, Inc. (d.b.a. Stenstrom General Contractor / Design-Build Group) in the amount of \$23,063,000.00.

Resolution

Contract No. RR-16-4285 is awarded to Stenstrom General Contractor / Design-Build, Inc. (d.b.a. Stenstrom General Contractor / Design-Build Group) in the amount of \$23,063,000.00, 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 Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Approved by: _____
Chairman

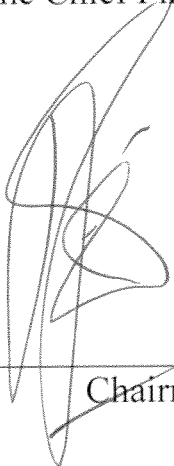
RESOLUTION NO. 21241

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Corridor Management Services and Design Services, on the Tri-State Tollway (I-294), on Contract No. RR-16-4265. AECOM Technical Services, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$32,993,500.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with AECOM Technical Services, Inc. to obtain Design Corridor Management Services and Design Services, for Contract No. RR-16-4265, with an upper limit of compensation not to exceed \$32,993,500.00, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman

DEFERRED

RESOLUTION NO.

Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning (“CMAP”) in connection with the undertaking of a comprehensive, planning-level examination for a multi-jurisdictional expressway vision for northeastern Illinois. CMAP will have lead responsibility for the project and managing the consultant selected to prepare the plan and the procurement of the consultant. The Tollway will pay CMAP for up to 50% of the consultant expenses and CMAP’s work on the project, not to exceed \$1,000,000. Illinois Department of Transportation (IDOT) is entering into a separate agreement with CMAP to fund the remaining 50% of the cost of the project.

Resolution

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

Approved by: _____
Chairman

RESOLUTION NO. 21242

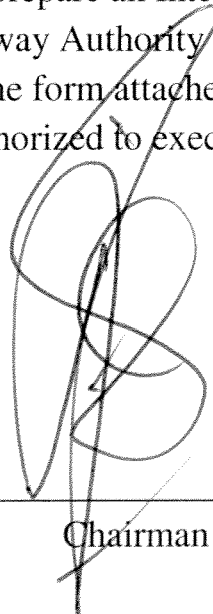
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Illinois Department of Transportation ("IDOT") for the sharing of the costs associated with repairs to the 127th Street bridge over southbound I-294 Ramp A. Specifically, IDOT is reimbursing the Tollway for its share of the costs associated with the repairing and sealing of the entire bridge deck. IDOT will reimburse the Tollway an estimated \$58,721.

Resolution

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

Approved by: _____


Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 20__, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to perform roadway and bridge repairs along the Tri-State Tollway (I-294) from Milepost 0.0 to Milepost 17.6 (hereinafter sometimes referred to as "Toll Highway"), including but not limited to Design Contract RR-13-5681 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT is recommending repairs to one (1) bridge structure with combined ILLINOIS TOLLWAY and DEPARTMENT maintenance responsibilities; and

WHEREAS, the DEPARTMENT requests that the ILLINOIS TOLLWAY include in its PROJECT the following bridge repairs:

127th Street over Southbound I-294 Ramp A (ILLINOIS TOLLWAY Bridge 149), (DEPARTMENT Structure 016-0906) – Sealing the entire bridge deck, both approach slabs and the top and roadway face of the sidewalks, median and parapets, replacement of the preformed joint seal at the end of the approach slabs, placing missing preformed joint seal in the gap between the deck and the wingwall in all four corners of the bridge, and structural concrete repairs; and

WHEREAS, the maintenance responsibilities for Bridge 149 (DEPARTMENT Structure 016-0906) is split between the ILLINOIS TOLLWAY and the DEPARTMENT pursuant to the General Agreement established on December 21, 1960; and

WHEREAS, pursuant to the terms of the 1960 Agreement, the DEPARTMENT maintains the bridge deck and wearing surface, roadway approaches, traffic signals, guardrail and bridge lighting and scuppers, and the ILLINOIS TOLLWAY maintains the beams and girders, abutments, piers and fences; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the DEPARTMENT's request to include the bridge repairs as stated above; and

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; and

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain the necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within thirty (30) 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 impacted 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 Engineer 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 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 hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT
- F. The 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 ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April of 2016, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT

If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not

be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY shall make arrangements for PROJECT required adjustments to utility facilities.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids and, provide the construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that the estimated total cost of the PROJECT is \$247,895.00 and the DEPARTMENT's estimated share of work items is \$58,721.00
- C. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described and qualified herein. Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations in the described PROJECT as soon as reasonably practicable. It is agreed by the parties that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.

VI. MAINTENANCE - DEFINITIONS

- A. The "General Maintenance Agreement between the Department of Public Works and Buildings of the State of Illinois and the Illinois State Toll Highway Commission" dated December 21, 1960 shall remain in full force and effect upon completion of the improvements provided herein. As a result, it is agreed that the maintenance responsibilities of the DEPARTMENT and the ILLINOIS TOLLWAY for the improved areas shall remain identical to those in existence prior to such improvements.
- 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 hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident

restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-294 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for 127th Street in its entirety consistent with the General Maintenance Agreement dated December 21, 1960, currently in place.
- B. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety.
- C. The DEPARTMENT agrees to maintain, or cause to maintain, 127th Street, including all facilities, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the DEPARTMENT at their request, in its entirety.
- D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J. above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	127 th Street

1. Type 2 - DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way
 - a. The DEPARTMENT has all maintenance responsibility as to the following:
 - i. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - ii. The following portions of the grade elevation structure:
 - iii. The wearing surface;
 - iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;

- v. Drainage facilities above structural beams and girders;
 - vi. All lighting except underpass;
 - vii. All DEPARTMENT signals and signs;
 - viii. 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;
 - ix. All drainage facilities carrying exclusively DEPARTMENT drainage.
- b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the DEPARTMENT will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the DEPARTMENT.

- F. In the event the DEPARTMENT must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the DEPARTMENT, shall assist in the coordination of any required lane closures on Southbound I-294 Ramp A to perform such maintenance work.
- G. 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;
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. 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 Toll Highway that are not required to be maintained by the construction contractor(s).
- B. 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.
- C. The DEPARTMENT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- 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 agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along 127th Street that arise within one half (1/2) mile from the centerline of I-294. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been

purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to 127th Street.

- F. 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 Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The DEPARTMENT shall retain jurisdiction of 127th Street 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 the event of a dispute between DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Region One Engineer of the DEPARTMENT shall meet and resolve the issue.
- F. 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.
- G. 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.

- H. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 Q. Center Court, Schaumburg, Illinois 60196.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. 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.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. 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.
- M. 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.
- N. 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 Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the DEPARTMENT:

The Illinois Department of
Transportation
201 W. Center Court
Schaumburg, Illinois 60196
Attn: Region One Engineer

- O. The DEPARTMENT and the TOLLWAY agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the DEPARTMENT under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- P. 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.

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Priscilla A. Tobias, P.E.
Director, Office of Program Development

Randall S. Blankenhorn
Secretary

Date: _____

By: _____
Priscilla A. Tobias, P.E.
Director, Office of Program Development

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

IGA #5681_IDOT_I-294 @ 127th Street_10.19.16.Final 02.24.17
Department Job Number: C-91-198-17
Department Agreement Number JN-117-054

RESOLUTION NO. 21243

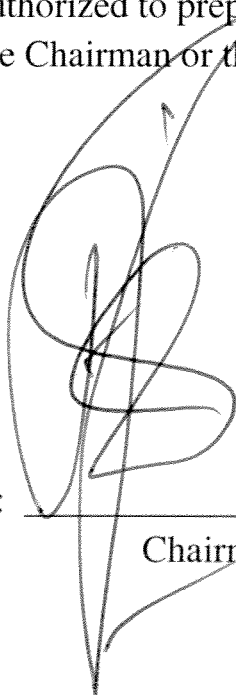
Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to settle the personal injury case titled Guida v. Tollway, 14 L 005847 (Cook County), with Plaintiff, Leonard Guida, and lienholder, Academy Coach Lines, and their respective attorneys.

Resolution

The proposed settlement is approved on the terms and conditions as presented to the Board of Directors in Executive Session on March 23, 2017. The General Counsel is authorized to prepare a settlement agreement consistent with such terms, and the Chairman or the Executive Director is authorized to execute said Agreement.

Approved by:



Chairman