

RESOLUTION NO. 22007

Background

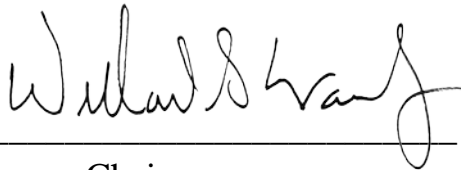
Under Article VIII of the By-Laws of The Illinois State Toll Highway Authority (“Tollway”), the Board is authorized to amend the By-Laws at any meeting by the affirmative vote of at least six members.

To enhance the economy and efficiency of the Board in carrying out its duties and responsibilities, it is in the best interest of the Tollway to amend the By-Laws consistent with the draft attached to this Resolution or any further amendment consistent with discussions had by the Board on the proposed amendments.

Resolution

The Board hereby approves the amendment of the By-Laws in substantially the form attached to this Resolution.

Approved by:


Chairman

RESOLUTION NO. 22008

Background

The Board of Directors previously approved, pursuant to Resolution No. 21907, the composition and responsibilities of the standing committees that assist the Board in carrying out its duties under the Toll Highway Act. It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to change the composition of said committees as set forth herein, consolidate the functions of the Customer Service & Planning Committee and the Systems Review Committee into one committee and amend the Charters of those committees to reflect the consolidation. This Resolution supersedes Resolution No. 21907 and all prior resolutions regarding the composition and responsibilities of the Board’s standing committees.

Resolution

In the interest of economy and efficiency and to provide thorough review of policy issues, effective immediately, the Board of Directors hereby declares that the membership of the committees listed below shall be as follows:

Finance, Administration & Operations:

Chair: Karen McConnaughay

Members: Alice Gallagher

Scott Paddock

Jim Sweeney

Gary Perinar

Audit:

Chair: Alice Gallagher

Members: Jim Connolly

Scott Paddock

Gary Perinar

04/30/20

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RESOLUTION NO. 22008

Resolution – Continued

Systems Review & Customer Service:

Chair: Jim Sweeney

Members: Alice Gallagher

Scott Paddock

Jim Connolly

Gary Perinar

Diversity & Inclusion:

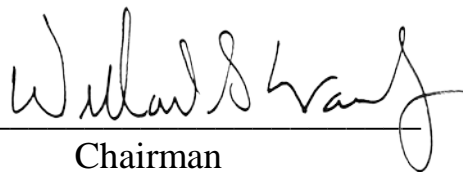
Chair: Stephen Davis

Members: Jim Connolly

Karen McConnaughay

Jim Sweeney

Approved by:


Chairman

RESOLUTION NO. 22009

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”), requires the Tollway to provide liability insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. The current coverage expires June 1, 2020, and it is advisable to continue such coverage.

The Consulting Engineers have certified that the Tollway’s liability insurance proposal has been reviewed and is in accordance with the requirements of Section 715 of the Indenture.

To maintain the required insurance protection for Tollway property and personnel, it is in the best interest of the Tollway to accept the offers of the eleven insurance companies, placed through Mesirow Insurance Services, Inc. The proposal includes a primary layer of insurance from Lexington Insurance Company.

Resolution

Lexington Insurance Company is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period June 1, 2020 to June 1, 2021. The primary layer limit of \$5 million is subject to a retention of \$1 million per occurrence.

It is acknowledged that Mesirow Insurance Services, Inc. has secured offers from eleven carriers to provide layers of excess liability coverage for the period of June 1, 2020 to June 1, 2021 for a combined limit of \$150 million per occurrence and in the aggregate.

Total premiums and fees for the referenced insurance policies and coverages and the broker service fee will be in an amount not to exceed \$1,796,973.00 including any applicable surplus lines tax, and such liability coverage is approved with all coverage obtained and paid through Mesirow Insurance Services, Inc.

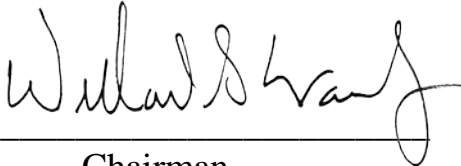
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6.1/1

RESOLUTION NO. 22009

Resolution continued

The Chairman/Chief Executive Officer of the Tollway is authorized to execute all documents necessary to effectuate said coverage, 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: 
Chairman

RESOLUTION NO. 22010

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4504 for Grading Improvements on the Jane Addams Memorial Tollway (I-90), Mile Post 15.40 (East State Street). The lowest responsive and responsible bidder on Contract No. RR-19-4504 is Meru Corporation in the amount of \$3,745,093.00.

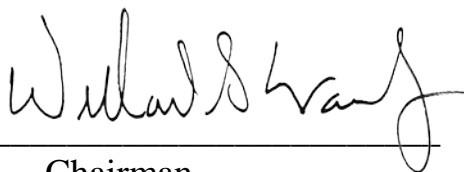
Resolution

Contract No. RR-19-4504 is awarded to Meru Corporation in the amount of \$3,745,093.00, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

ITEM DEFERRED

RESOLUTION NO. xx

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4511 for Systemwide Pavement Repairs on the Tri-State Tollway (I-294), Mile Post 17.7 (95th Street) to Mile Post 36.9 (Franklin Street). The lowest responsive and responsible bidder on Contract No. RR-20-4511 is K-Five Construction Corporation in the amount of \$4,557,831.59.

Resolution

Contract No. RR-20-4511 is awarded to K-Five Construction Corporation in the amount of \$4,557,831.59, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 22011

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-19-4499 for Grading and Drainage Improvements on the Tri-State Tollway (I-294), Ramp AB from I-294 SB to I-55 NB/SB Mile Post 23.75. The lowest responsive and responsible bidder on Contract No. I-19-4499 is Rausch Infrastructure, LLC in the amount of \$1,034,473.45.

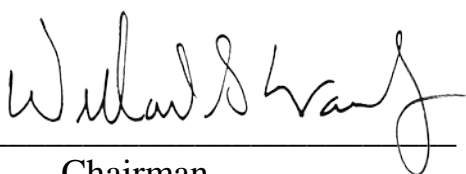
Resolution

Contract No. I-19-4499 is awarded to Rausch Infrastructure, LLC in the amount of \$1,034,473.45, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22012

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-19-4506 for Shoulder Rehabilitation and Traffic Crossover Construction on Tri-State Tollway (I-294), Mile Post 17.8 (95th Street) to Mile Post 20.7 (LaGrange Road). The lowest responsive and responsible bidder on Contract No. I-19-4506 is K-Five Construction Corporation, in the amount of \$2,365,983.20.

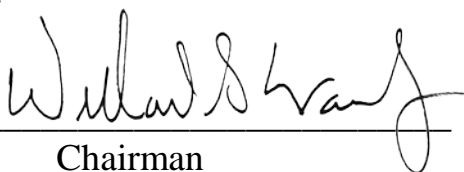
Resolution

Contract No. I-19-4506 is awarded to K-Five Construction Corporation, in the amount of \$2,365,983.20, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 22013

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-19-4508 for Procurement of Temporary Highway Lighting Materials on the Tri-State Tollway (I-294), Mile Post 17.8 to Mile Post 20.9. The lowest responsive and responsible bidder on Contract No. I-19-4508 is Hecker and Company, Inc. in the amount of \$819,502.00.

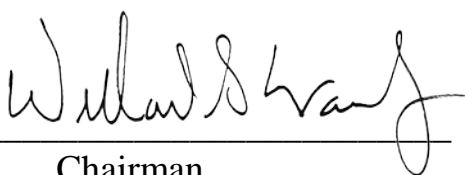
Resolution

Contract No. I-19-4508 is awarded to Hecker and Company, Inc. in the amount of \$819,502.00, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 22014

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-20-4512 for Advanced Fiber Relocation Installation on the Tri-State Tollway (I-294), Mile Post 32.90 to Mile Post 36.30. The lowest responsive and responsible bidder on Contract No. I-20-4512 is John Burns Construction Company in the amount of \$2,287,792.70.

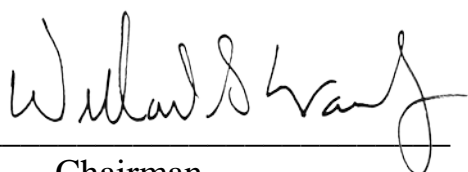
Resolution

Contract No. I-20-4512 is awarded to John Burns Construction Company in the amount of \$2,287,792.70, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22015

Background

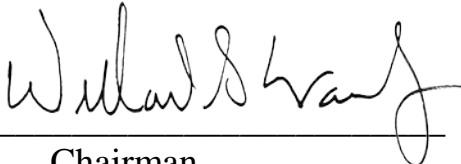
The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-19-4715 for Building Demolition on the Elgin O'Hare Western Access Tollway (I-490). The lowest responsive and responsible bidder on Contract No. I-19-4715 is Enlight Contracting, LLC in the amount of \$942,000.00.

Resolution

Contract No. I-19-4715 is awarded to Enlight Contracting, LLC in the amount of \$942,000.00, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22016

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-19-4716 for Building Demolition on the Elgin O'Hare Western Access (I-490), Mile Post 0.60 to Mile Post 0.85. The lowest responsive and responsible bidder on Contract No. I-19-4716 is Martinez Frogs, Inc. in the amount of \$573,130.25.

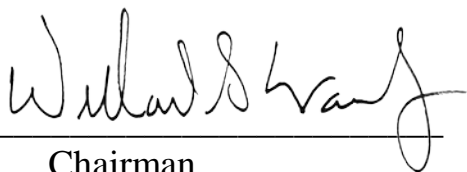
Resolution

Contract No. I-19-4716 is awarded to Martinez Frogs, Inc. in the amount of \$573,130.25, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 22017

Background

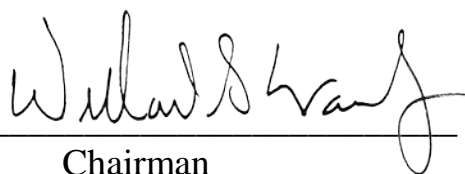
The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-19-4712 for Advanced Earthwork, Drainage Construction and Railroad Spur Grading on the Elgin O'Hare Western Access Tollway (I-490), Mile Post 0.10 (Tri-State Tollway I-294) to Mile Post 0.35 (Green Street). The lowest responsive and responsible bidder on Contract No. I-19-4712 is Walsh Construction Company II, LLC in the amount of \$7,869,696.44.

Resolution

Contract No. I-19-4712 is awarded to Walsh Construction Company II, LLC in the amount of \$7,869,696.44, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22018

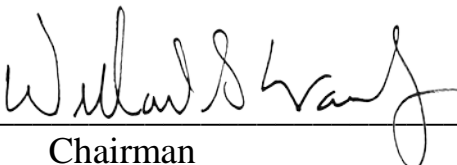
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Services on Contract No. I-19-4478 on the Tri-State Tollway (I-294) between Mile Post 32 (St. Charles Road) and Mile Post 33 (North Avenue/Lake Street).

HR Green, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$15,500,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with HR Green, Inc. to obtain Construction Management Services on Contract No. I-19-4478 with an upper limit of compensation not to exceed \$15,500,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22019

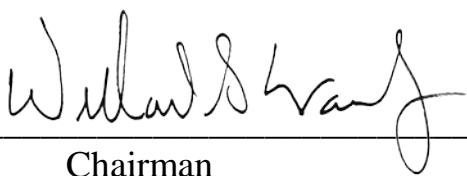
Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No 21536 approved April 26, 2018, entered into an Agreement with Thomas Engineering Group, LLC on Contract No. RR-16-4275 for Construction Management Services on the Tri-State Tollway (I-294), Mile Post 40.0 (Balmoral Avenue) to Mile Post 52.9 (Lake-Cook Road).

Per Tollway request, Thomas Engineering Group, LLC submitted a proposal to provide Supplemental Construction Management Services for Contract No. RR-16-4275 in an amount not to exceed \$1,725,600.00, increasing the contract upper limit from \$7,001,011.80 to \$8,726,611.80. It is necessary and in the best interest of the Tollway to accept Thomas Engineering Group, LLC's proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Thomas Engineering Group, LLC, consistent with the aforementioned proposal, to increase the contract upper limit by \$1,725,600.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22020

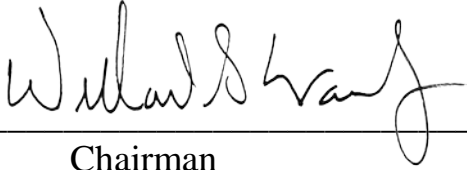
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21649 approved September 27, 2018, entered into an Agreement with STV, Incorporated on Contract No. RR-18-4382 for Design Services on the Tri-State Tollway (I-94) at Mile Post 7.5 (Stearns School Road).

Per Tollway request, STV, Incorporated submitted a proposal to provide Supplemental Design Services for Contract No. RR-18-4382 in an amount not to exceed \$169,995.15, increasing the contract upper limit from \$1,774,888.24 to \$1,944,883.39. It is necessary and in the best interest of the Tollway to accept STV, Incorporated’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with STV, Incorporated, consistent with the aforementioned proposal, to increase the contract upper limit by \$169,995.15, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22021

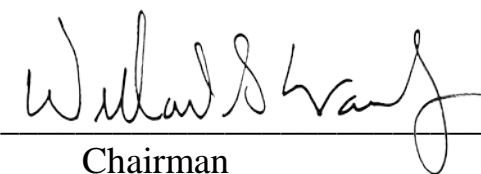
Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No 19665 approved March 22, 2012, entered into an Agreement with Knight E/A, Inc. on Contract No. I-11-4026 for Construction Management Services on the Tri-State Tollway (I-294) and I-57.

Per Tollway request, Knight E/A, Inc. submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-11-4026 in an amount not to exceed \$160,994.00, increasing the contract upper limit from \$18,654,329.50 to \$18,815,323.50. It is necessary and in the best interest of the Tollway to accept Knight E/A, Inc.'s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Knight E/A, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$160,994.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22022

Background

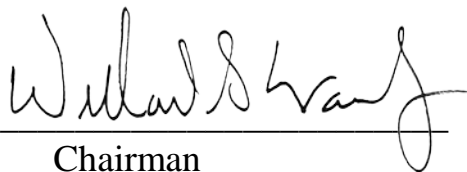
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21565 approved May 24, 2018, entered into an Agreement with Crawford, Murphy & Tilly, Inc. on Contract No. RR-18-4353 for Design Upon Request, Systemwide.

Per Tollway request, Crawford, Murphy & Tilly, Inc. submitted a proposal to provide Supplemental Design Upon Request for Contract No. RR-18-4353 in an amount not to exceed \$750,000.00, increasing the contract upper limit from \$3,000,000.00 to \$3,750,000.00. It is necessary and in the best interest of the Tollway to accept Crawford, Murphy & Tilly, Inc.'s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Crawford, Murphy & Tilly, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$750,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 22023

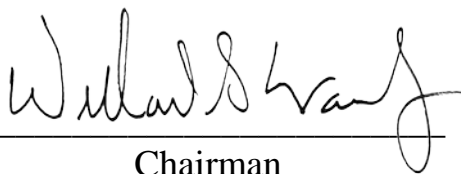
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20213 approved January 23, 2014 entered into an Agreement with EJM Engineering, Inc. (dba TranSmart/EJM Corporation) on Contract No. RR-13-4151 for Design Upon Request, Systemwide.

Per Tollway request, EJM Engineering, Inc. (dba TranSmart/EJM Corporation), submitted a proposal to provide Supplemental Design Upon Request for Contract No. RR-13-4151 in an amount not to exceed \$750,000.00, increasing the contract upper limit from \$6,500,000.00 to \$7,250,000.00. It is necessary and in the best interest of the Tollway to accept the proposal of EJM Engineering, Inc. (dba TranSmart/EJM Corporation).

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with EJM Engineering, Inc. (dba TranSmart/EJM Corporation), consistent with the aforementioned proposal, to increase the contract upper limit by \$750,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22024
AMENDING RESOLUTION NO. 20894

Background

The Illinois State Toll Highway Authority (“Tollway”) Resolution No. 19584 and 20227, as amended by Resolution No. 20894 on November 19, 2015, authorized expenditures of \$360,000,000.00 of the total \$687,000,000.00 budgeted to acquire land necessary for the Elgin O’Hare Western Access, Project No. I-11-4011 (“Project No. I-11-4011”). This funding was based upon initial estimates of the expenditures to acquire fee title, permanent easements, temporary easements and access control relative to the Project. With the continued advancement and progression of work on Project No. I-11-4011, the Tollway Engineering Department has determined that a further release of previously budgeted funds is necessary to facilitate additional authorization to pay for any and all land acquisition fees, costs, services, as well as appraisals, negotiations, legals, title work, closings, relocations and condemnation suits associated with the Project. The Tollway’s Land Acquisition Unit continues to move forward with its acquisition of real estate interests for Project No. I-11-4011.

This Resolution, amending Resolution Number 20894, will increase said authorized funds by \$327,000,000.00, to an aggregate of \$687,000,000.00, to pay for certain land acquisition fees and costs, including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses, necessary to acquire all needed real estate and interests in real estate for Project No. I-11-4011.

Resolution

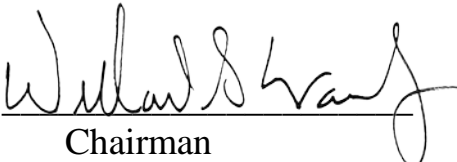
Acquisition is authorized for any and all needed real property and interests in real estate necessary for the Project No. I-11-4011. The Tollway’s Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. I-11-4011 and to spend sums up to an amount

RESOLUTION NO. 22024
AMENDING RESOLUTION NO. 20894

Resolution Continued

not to exceed \$687,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all such other acquisition costs, fees and expenses necessary to acquire all needed real estate and interests in real estate for Project No. I-11-4011.

The Executive Director, the Chief Operating Officer and/or the Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, are authorized to negotiate and enter into any real estate contract for the acquisition or conveyance of all needed real estate for Project No. I-11-4011, such contracts to be executed in accordance with applicable Tollway policy. The Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, such contracts to be executed in accordance with applicable Tollway policy. The Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all real estate needed and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses, necessary to acquire all needed real estate and interests in real estate, not to exceed the aggregate sum of \$687,000,000.00, for Project No. I-11-4011.

Approved by: 
Chairman

RESOLUTION NO. 22025
AMENDING RESOLUTION NO. 19583

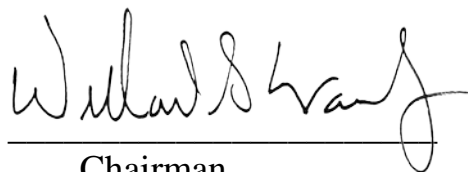
Background

The Illinois State Toll Highway Authority (“Tollway”), Resolution No. 19583, as amended by Resolution No. 21452 on December 21, 2017, authorized expenditures of \$38,000,000.00 for utility and fiber optic relocations for the Tri-State Tollway (I-94/I-294) Project (“Project No. RR-11-4004”). This funding was based upon initial estimates of the expenditures to reimburse utility companies with prior rights for the cost to protect, adjust or relocate their facilities to avoid conflict with Tollway improvement projects. With the continued advancement and progression of work on the Project No. RR-11-4004, the Tollway’s Engineering Department has determined that a further release of previously budgeted funds is necessary to facilitate additional, critical utility relocations that support the improvements associated with the Project. This Resolution, further amending Resolution No. 19583, will increase authorized funds to reimburse utility companies with prior rights for the cost to protect, adjust or relocate their facilities and appurtenances to avoid conflict with Tollway improvements by \$77,000,000.00.

Resolution

Tollway Resolution No. 19583 is hereby further amended to authorize the Tollway’s Engineering Department, by and through its Permits and Utilities Manager, together with authorized employees, vendors and agents, to spend in connection with Project No. RR-11-4004 sums up to an amount of \$115,000,000.00 (inclusive of all prior funding) for any and all fiber optic and utility relocations, including but not limited to costs for protection, adjustment and relocation of facilities and appurtenances in conflict with the Tri-State Tollway (I-94/I-294) Project improvements. Unless otherwise specified herein, the authorizations and conditions set forth in Resolution No. 19583 remain unchanged.

Approved by: _____



Chairman

RESOLUTION NO. 22026

Background

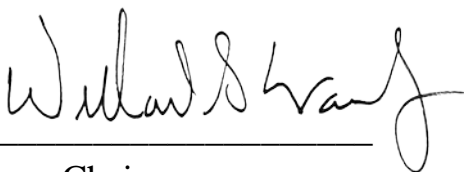
To enable The Illinois State Toll Highway Authority (“Tollway”) to refine work being performed by the Western Springs Park District (“District”) in connection with the reconstruction of the BNSF Bridge over I-294, Contract No. I-18-4428 (“Project”), and thereby significantly reduce overall Project costs, the District agreed to provide the Tollway a permanent easement within Spring Rock Park. In exchange for the same, the Tollway agreed to reimburse the District for Project-related electrical work it performed in Spring Rock Park.

For the above-stated reasons, it is in the best interest of the Tollway to enter into a First Addendum to the April 2, 2019 Intergovernmental Agreement between the Tollway and the District to define the Tollway’s and the District’s further responsibilities related to the Project and the Project’s impact on District property and facilities. The First Addendum increases the upper limit of payment authorized by the Intergovernmental Agreement by \$249,825, from \$850,000 to \$1,099,825.

Resolution

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

Approved by: _____



Chairman

Exhibit 1

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 2nd day of April, 2019, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (hereinafter referred to as the "ILLINOIS TOLLWAY"), and the WESTERN SPRINGS PARK DISTRICT, an Illinois park district and unit of local government (hereinafter referred to as the "DISTRICT"). ILLINOIS TOLLWAY and DISTRICT are hereinafter sometimes individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as "Toll Highway"), including the Burlington Northern Santa Fe Railway (BNSF RR) Bridge (M.P. 26.6, Bridge Number 261). Amongst the ILLINOIS TOLLWAY construction contract(s) are Design Contract # RR-14-4222, and Construction Contract # I-18-4428 (hereinafter referred to as the "PROJECT") which include the following improvements:

Replacement of the structure carrying the BNSF RR over the Tri-State Tollway, including a temporary shoofly bridge carrying the BNSF RR over the Tri-State Tollway, temporary earth embankment supporting temporary shoofly railroad track alignment, mainline shoulder reconstruction and widening, mainline pavement patching as necessary, drainage improvements, ground improvements consisting of timber piling, permanent and temporary retaining walls, erosion control measures and landscaping improvements, maintenance of traffic, temporary and permanent lighting, electrical feed in close proximity to the new tennis courts, water main relocation, sidewalk construction, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the Village of Western Springs requests that the ILLINOIS TOLLWAY include in its PROJECT a new storm sewer pipe running east of the existing berm located within Spring Rock Park; and

WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY include in its PROJECT a drainage feature(s) that will enclose the open ditch running north of the existing tennis courts, a new permanent parking lot, including lighting engineering, drainage, and all permits and approvals (Spring 2022), certain berm restoration work, construction fencing, and certain landscaping work, all as set forth and more fully described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT, in order to maintain park operations due to construction activities included with the PROJECT, intends to improve Spring Rock Park under a separate Construction Contract (herein referred to as the "DISTRICT PROJECT"), which Project shall include but is not necessarily limited to, construction of the relocated tennis courts, any Spring Rock Park amenities, utilities and drainage impacted by the PROJECT, and may include other improvements to restore, relocate, or enhance amenities at Spring Rock Park, as identified in Exhibit A; and

WHEREAS, the DISTRICT will include within the DISTRICT PROJECT vacation of the existing four tennis courts, as shown in Exhibit B, no later than July 22, 2019; and

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT 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 and the DISTRICT PROJECT; 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 DISTRICT by virtue of its powers as set forth in the "Illinois Park District Code" 70 ILCS 1205/1-1 *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, at its sole cost and expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The ILLINOIS TOLLWAY agrees, at its sole cost and expense, to perform topographic survey and geotechnical services for the existing tennis courts and four new tennis courts included in the DISTRICT PROJECT.
- C. The ILLINOIS TOLLWAY agrees, at its sole cost and expense, to investigate the potential of increasing the height of the existing berm without impacting the soccer field at Spring Rock Park adjacent to I-294.

- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DISTRICT by the ILLINOIS TOLLWAY.
- E. The DISTRICT shall review the plans and specifications which impact the DISTRICT's maintained facilities, and such other items or documents reasonably required by the DISTRICT to complete its review. Provided the plans and specifications are complete, and the ILLINOIS TOLLWAY has provided any other items or documents reasonably requested by the DISTRICT to complete its review, the DISTRICT shall complete its review of the plans and specifications within twenty-one (21) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DISTRICT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DISTRICT shall mean the DISTRICT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DISTRICT's maintained highways. In the event of disapproval, the DISTRICT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding the foregoing, the DISTRICT's review and approval of any plans and specifications shall not constitute, nor be construed as, a certification or warranty as to the accuracy, appropriateness, or effectiveness of any of the plans or specifications or the improvements contemplated by such plans or specifications. DISTRICT shall have no liability for any errors, omissions, or other defects in any plans or specifications prepared by or for the ILLINOIS TOLLWAY, and its approval shall not constitute a limitation on, or a waiver by, DISTRICT of its rights under this AGREEMENT, nor shall it provide a defense by the ILLINOIS TOLLWAY to the exercise by the DISTRICT of its remedies for the ILLINOIS TOLLWAY's breach of its obligations under this AGREEMENT, or as a basis for the ILLINOIS TOLLWAY to avoid its indemnification obligations under this AGREEMENT.
- F. The DISTRICT agrees to perform preliminary and final design engineering, and prepare the final plans and specifications for the DISTRICT PROJECT, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated. During the design and preparation of the plans and specifications, the DISTRICT shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review and comment at the following stages of plan preparation:
- 60% Complete
 - 95% Complete (pre-final)
- G. The final approved plans and specifications for the DISTRICT PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the DISTRICT.
- H. The ILLINOIS TOLLWAY shall review the plans and specifications which impact the ILLINOIS TOLLWAY's maintained highways, and such other items or documents reasonably required by the ILLINOIS TOLLWAY to complete its

review. Provided the plans and specifications are complete, and the DISTRICT has provided any other items or documents reasonably requested by the ILLINOIS TOLLWAY to complete its review, the ILLINOIS TOLLWAY shall complete its review of the plans and specifications within twenty-one (21) calendar days of receipt thereof. If the DISTRICT does not receive comments or objections from the ILLINOIS TOLLWAY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including location of the DISTRICT PROJECT improvements which impact the ILLINOIS TOLLWAY's maintained highways. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review and consideration by the DISTRICT.

- I. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- J. 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, Cook County Soil and Water Conservation District (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 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.
- K. The DISTRICT agrees to assume the overall DISTRICT PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Will-South Cook County Soil and Water Conservation District (NPDES - Storm Water Pollution Prevention Plan and Soil and Erosion Control Plan), Cook County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.), except for the Metropolitan Water Reclamation District of Greater Chicago permit which will be acquired by the ILLINOIS TOLLWAY, and the DISTRICT agrees to assume responsibility for joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the DISTRICT 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 DISTRICT PROJECT.

- L. The DISTRICT shall grant and consent 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 for PROJECT drainage work being performed on behalf of the Village of Western Springs. Any authorization for right of access and/or temporary use shall not be unreasonably withheld by the DISTRICT.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY 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 PROJECT pursuant to the plans and specifications.
- B. Right-of-way acquired exclusively for construction of I-294, or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- C. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- D. Right-of-way needed by the ILLINOIS TOLLWAY from the DISTRICT for the PROJECT has been identified as Parcels TW-5-16-067.1 and TW-5-16-067.2 and a temporary easement Parcel TW-5-16-067.T, depicted in "EXHIBIT C". The DISTRICT shall convey said right-of-way, execute any and all documentation incidental to said conveyance, and provide all other documentation required by the ILLINOIS TOLLWAY in association with said conveyance, at no cost to the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY, pursuant to the approved plans shall perform all survey work, prepare all parcel plats and establish legal descriptions necessary to acquire all new right-of-way interests for the construction and future operation of the PROJECT. Throughout the acquisition process the ILLINOIS TOLLWAY will conduct their activities in accordance with its' written Policies and Procedures.
- F. In order to avoid PROJECT delays, the PARTIES hereby permit and authorize each other, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in EXHIBIT C. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization. So as to protect the public at large, each PARTY shall notify the

other PARTY prior to the commencement of any excavation, construction, repair, maintenance or other work or activity contemplated by this AGREEMENT.

- G. All land conveyances pursuant to this Agreement will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.
- H. It is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT other than as stipulated for the PROJECT as noted herein.
- I. The PARTIES agree that per a separate agreement, included as "EXHIBIT D", the DISTRICT and the Village of Western Springs will document the permanent easement requirements for the new sewer constructed along the existing berm in Spring Rock Park which is included in the PROJECT; provided, however, that it is understood that maintenance responsibility shall not rest with the ILLINOIS TOLLWAY.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DISTRICT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DISTRICT rights-of-way which require adjustment as part of the PROJECT. As part of its 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 DISTRICT agrees to make arrangements for all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DISTRICT rights-of-way, and on proposed DISTRICT rights-of-way where improvements to DISTRICT highways are proposed by the DISTRICT to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights-of-way, and on proposed ILLINOIS TOLLWAY rights-of-way which are outside areas of DISTRICT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DISTRICT.

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

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, and applicable Illinois law.
 - 1. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DISTRICT shall be submitted to the DISTRICT for approval prior to commencing such work. The DISTRICT 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 DISTRICT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written

response from the DISTRICT within fifteen (15) calendar days after delivery to the DISTRICT of the proposed deviation, the proposed deviation shall be deemed approved by the DISTRICT.

2. The PARTIES shall reasonably cooperate in coordination of the construction, operation, and maintenance contemplated by this AGREEMENT, or any exhibits hereto, so as to minimize adverse impact on DISTRICT operations at Spring Rock Park. The ILLINOIS TOLLWAY shall provide the DISTRICT with a copy of the construction schedule of work being performed at Spring Rock Park. The DISTRICT shall submit a list of not more than six (6) dates per calendar year requesting construction activity not take place at Spring Rock Park. The ILLINOIS TOLLWAY shall notify the DISTRICT at least thirty (30) days prior to commencement of construction of the PROJECT, and the DISTRICT PROJECT. Within five (5) business days of approval of this AGREEMENT, the DISTRICT will inform the ILLINOIS TOLLWAY of dates requesting that no construction activity occur in Spring Rock Park in 2019. No later than February 1st of each year that construction is scheduled to occur in Spring Rock Park, the DISTRICT will inform the ILLINOIS TOLLWAY of not more than six (6) dates requesting that no construction activity occur in that calendar year. Construction work being performed by BNSF RR on its own behalf adjacent to Spring Rock Park is expressly excluded as set forth herein.
- B. The DISTRICT shall advertise and receive bids, obtain ILLINOIS TOLLWAY concurrence as to the amount of bids (for work to be funded wholly or partially by the ILLINOIS TOLLWAY before award), award the contract(s), provide construction engineering inspections and cause the DISTRICT PROJECT to be constructed in accordance with the DISTRICT PROJECT plans and specifications, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
1. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing such work. The ILLINOIS TOLLWAY 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 ILLINOIS TOLLWAY shall detail in writing its specific objections. If the DISTRICT receives no written response from the ILLINOIS TOLLWAY within fifteen (15) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, the proposed deviation shall be deemed approved by the ILLINOIS TOLLWAY.

2. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY, the DISTRICT shall provide no less than five (5) calendar days written notice to the ILLINOIS TOLLWAY prior to commencement of work on the DISTRICT PROJECT.
- C. To the fullest extent permitted by law, the ILLINOIS TOLLWAY agrees to indemnify, defend, save and hold harmless the DISTRICT and its elected and appointed officials, officers, employees and agents from and against any and all liabilities, claims, losses, and/or demands for personal injury and/or property damage, including reasonable attorneys' fees, arising out of or caused by any act or omission of ILLINOIS TOLLWAY, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising out of or in connection with any work or activity performed pursuant to this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. ILLINOIS TOLLWAY shall similarly protect, indemnify and hold and save harmless the DISTRICT and its elected and appointed officials, officers, employees and agents from and against any and all claims, costs, causes, actions and expenses including but not limited to court and administrative costs, reasonable attorneys and paralegal fees incurred by reason of ILLINOIS TOLLWAY's failure to fully perform any of its obligations under, and/or ILLINOIS TOLLWAY's breach or default of or under, any provision of this Agreement.
 - D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the DISTRICT's rights-of-way to comply with the indemnification provision contained in subparagraph F. of Exhibit E, attached hereto and incorporated herein by reference. .
 - E. The ILLINOIS TOLLWAY shall keep in full force and effect at all times during this Agreement general public liability insurance and Workers' Compensation insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to DISTRICT, but, in any event, not less than the coverages and amounts carried by ILLINOIS TOLLWAY for its general activities. The minimum insurance coverage specified in this subparagraph D may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. ILLINOIS TOLLWAY shall name the DISTRICT and its elected and appointed officials, officers, employees and agents as an additional insured on any such insurance, and shall provide DISTRICT with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity contemplated by this Agreement. ILLINOIS TOLLWAY shall similarly provide DISTRICT with a copy of a Certificate of Insurance and Additional Insured Endorsement prior to the expiration of any coverage term applicable to the insurance provided pursuant

to this subparagraph D during the term of this Agreement demonstrating that the requisite insurance and additional insured endorsements shall remain in full force and effect at the commencement of, and at all times during, the next coverage term.

- F. The ILLINOIS TOLLWAY shall require any contractor or subcontractor hired to perform any work on DISTRICT property pursuant to this AGREEMENT to obtain and maintain insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as specified in the *Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction*, most recent edition, article 107.27 *Insurance*, as modified or amended by Special Provision or Job Order Costing agreement, to protect DISTRICT and the ILLINOIS TOLLWAY against claims arising directly or indirectly out of or in connection with ILLINOIS TOLLWAY's work or activity performed pursuant to this AGREEMENT. ILLINOIS TOLLWAY shall cause any contractor or subcontractor hired to perform any work on DISTRICT property pursuant to this AGREEMENT to name the DISTRICT and its elected and appointed officials, officers, employees and agents, including Gewalt Hamilton Associates, Inc., as an additional insured on any such insurance, and shall provide DISTRICT with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on DISTRICT property. These requirements shall be included in the Special Provisions of the construction contract(s).
- G. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, District property (except as needed for vehicles or equipment for the construction of the Project, provided that the ILLINOIS TOLLWAY and its contractors shall be liable for any damage to or contamination of the District property resulting from such activity or use). As used in this Agreement, "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

- H. Except as expressly set forth herein, upon final completion of the Project, ILLINOIS TOLLWAY shall restore those portions of District property impacted by the Project to the condition that existed immediately prior to the beginning of any work or activity performed pursuant to this Agreement. ILLINOIS TOLLWAY shall similarly restore any portions of the District property that are damaged or otherwise disturbed in connection with any work or activity performed by ILLINOIS TOLLWAY or its contracts pursuant to this Agreement.
- I. The DISTRICT, its contractor, subcontractors or vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DISTRICT, its contractor, vendor, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained. All coverage's must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better and meet the following additional requirements:

Scope of Insurance - Coverage shall be at least as broad as:

- 1. Commercial General Liability - Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Policy coverage shall be on Insurance Service Office (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent protection). Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of work.
- 2. Business Automobile Liability – Limit liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage per accident.
- 3. Workers' Compensation Insurance - Employers Liability of \$1,000,000 per accident, per disease, including voluntary compensation.
- 4. Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2) and (3) above, not less than \$5,000,000 per

occurrence and annual aggregate per project will be maintained by the Contractor.

- J. The ILLINOIS TOLLWAY shall be named "Additional Insured" for the commercial general liability and automobile liability coverage. This coverage shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess.
- K. All deductibles or self-insured retentions must be declared and any self-insured retention in excess of \$50,000 must be approved and accepted by the ILLINOIS TOLLWAY. Evidence of insurance shall be provided for review by the ILLINOIS TOLLWAY and shall include originals of the applicable "additional insured" endorsements for approval of the ILLINOIS TOLLWAY. Any failure by the ILLINOIS TOLLWAY to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.
- L. The DISTRICT's minimum insurance coverage specified herein may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. ILLINOIS TOLLWAY acknowledges and agrees that DISTRICT's membership in the Park District Risk Management Agency ("PDRMA") and its naming of the ILLINOIS TOLLWAY as an additional insured as allowed under the applicable policy or policies of PDRMA satisfy the requirements hereunder.
- M. The DISTRICT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DISTRICT's system. The DISTRICT shall assign personnel to perform inspections on behalf of the DISTRICT of all work included in the PROJECT that affects the DISTRICT's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- N. The ILLINOIS TOLLWAY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the DISTRICT PROJECT that affects the ILLINOIS TOLLWAY's system. The ILLINOIS TOLLWAY shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY of all work included in the DISTRICT PROJECT that affects the ILLINOIS TOLLWAY's system, and will deliver written notices to the DISTRICT advising the DISTRICT as to the identity of the individual(s) assigned to perform said inspections.
- O. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

P. The ILLINOIS TOLLWAY shall give notice to the DISTRICT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DISTRICT, and the DISTRICT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DISTRICT does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the DISTRICT. At the request of the DISTRICT, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DISTRICT's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DISTRICT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

Q. The DISTRICT shall perform weekly SWPPP site inspections required for the NPDES permit for the DISTRICT PROJECT until construction is complete and earth has been stabilized. The ILLINOIS TOLLWAY will perform site inspections for the DISTRICT PROJECT after construction is complete and earth has been stabilized on behalf of the DISTRICT, if additional inspections are necessary.

The ILLINOIS TOLLWAY shall perform weekly SWPPP site inspections for the NPDES permit for the PROJECT as needed.

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

V. FINANCIAL

A. It is mutually agreed by the PARTIES hereto that the estimated cost to the DISTRICT for the PROJECT is \$0.00.

B. In consideration for the DISTRICT's obligations under this AGREEMENT including but not limited to DISTRICT's grants of temporary easements and

permanent rights-of way and the diminished value of District's remaining property, the ILLINOIS TOLLWAY shall compensate the DISTRICT in the total amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00). The ILLINOIS TOLLWAY agrees that upon award of the contract(s) for the design and construction of the DISTRICT PROJECT, and receipt of an invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT fifty percent (50%) of the total sum due, or Four Hundred Twenty-Five Thousand Dollars (\$425,000.00). Upon completion of the construction of the DISTRICT PROJECT, and receipt of an invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT the remaining fifty percent (50%) of the total sum due, or Four Hundred Twenty-Five Thousand Dollars (\$425,000.00). ILLINOIS TOLLWAY financial participation in the DISTRICT PROJECT shall not exceed \$850,000.00.

- C. The DISTRICT hereby agrees that ILLINOIS TOLLWAY financial participation in the DISTRICT PROJECT terminates if the construction of the DISTRICT PROJECT is not substantially complete by December 31, 2026.
- D. Included in the preliminary plans is the acquisition of fee interests and permanent and temporary easements in and through certain property owned by the DISTRICT necessary for completion of the PROJECT. It is mutually agreed by the PARTIES hereto that the ILLINOIS TOLLWAY will not provide any additional compensation to the DISTRICT, for the DISTRICT providing the ILLINOIS TOLLWAY with partial fee takings and temporary and permanent easements necessary for the Illinois Tollway's PROJECT as set forth in the preliminary plans, except as set forth above in Section V., Paragraph B. In the event ILLINOIS TOLLWAY requires additional fee interests or additional permanent or temporary easements beyond those included in the preliminary plans, the ILLINOIS TOLLWAY shall provide additional compensation to DISTRICT in an amount mutually agreed upon by the PARTIES.
- E. Either the DISTRICT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the DISTRICT PROJECT, or the PROJECT, or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DISTRICT.

- B. 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:
 - C. "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, dust control, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - D. "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.
 - E. "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.
 - F. "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.
 - G. "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.
 - H. 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.
 - I. 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.

- J. 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.
- K. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- L. 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.
- M. 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.
- N. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety and at its sole cost and expense.

- B. Following completion of all construction contemplated by this Agreement, the DISTRICT agrees to maintain, or cause to be maintained, Spring Rock Park, including all facilities, new parking lot, new tennis courts, relocated sand volleyball court, relocated basketball court, drainage features that will enclose the open ditch running north of the existing tennis courts, lighting, landscaping, and any and all fences, walls or appurtenances, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for the DISTRICT at their request, and for all work included in the DISTRICT PROJECT, in its entirety. The ILLINOIS TOLLWAY or its contractors shall maintain all aspects of the PROJECT, including those portions located on DISTRICT property, until final completion of the PROJECT.
- C. The PARTIES agree that, following successful completion of the construction contemplated by this Agreement, the ILLINOIS TOLLWAY shall not have any maintenance responsibilities related to the new sewer constructed along the existing berm in Spring Rock Park which is included in the PROJECT.
- D. 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.
- E. The DISTRICT agrees (to the extent permitted by law), to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to DISTRICT's negligent or intentional acts or omissions in the performance of DISTRICT's obligations under this AGREEMENT, except to the extent such claims are caused, in whole or in part, by the negligent or intentional acts or omissions of the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of DISTRICT facilities and ILLINOIS TOLLWAY facilities within the limits of this PROJECT.
- B. During construction, the DISTRICT shall continue to maintain all portions of the DISTRICT's property 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).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the DISTRICT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DISTRICT, 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.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Western Springs Park District 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 (Tri-State). The DISTRICT shall retain jurisdiction of Spring Rock Park 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 DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the DISTRICT's President of the Board of Commissioners shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT using good faith and commercially reasonable efforts, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final; provided, however, that the decision does not delay delivery of the DISTRICT PROJECT; the decision is not detrimental to the maintenance, operation, and use of DISTRICT property, including Spring Rock Park (beyond what is reasonable associated with the work expressly set forth

herein); and the decision shall not obligate the DISTRICT to incur any expense beyond that set forth herein.

- G. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the DISTRICT's new tennis courts, parking lot and drainage features, or a dispute concerning the plans and specifications for the DISTRICT's PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the DISTRICT's President of the Board of Commissioners shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the DISTRICT's new parking lot and drainage improvements using good faith and commercially reasonable efforts, the decision of the DISTRICT's President of the Board of Commissioners shall be final; provided, however, that the decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway; and further provided that the decision shall not obligate the ILLINOIS TOLLWAY to incur any expense beyond that set forth herein.
- H. 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.
- I. Under penalties of perjury, the DISTRICT certifies that its correct Federal Tax Identification number is 36-6006150 and it is doing business as a governmental entity, whose mailing address is 4400 Central Avenue, Western Springs, IL, 60558.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- M. The failure by the ILLINOIS TOLLWAY or the DISTRICT 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 DISTRICT unless such provision is waived in writing.

- N. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- O. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the DISTRICT's auditor, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- P. The DISTRICT also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The DISTRICT will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- Q. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the DISTRICT Western Springs Park District
4400 Central Avenue
Western Springs, IL 60558
Attn: President, Board of Commissioners


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 WESTERN SPRINGS PARK DISTRICT


By: 
Christopher J. Dallavo
President

Date: 3-26-19


Attest: 

BARBARA C. KARTZMARK
(Please Print Name)

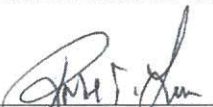
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: 
ACTING KEVIN ARTL
Executive Director

Date: 4-2-19

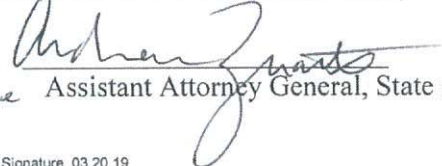
By: 
Michael Colsch
Chief Financial Officer

Date: 4-2-19

By:  3-28-2019
Robert T. Lane
Acting General Counsel

Date: _____

Approved as to Form and Constitutionality


Andrew Zerante Assistant Attorney General, State of Illinois

IGA #004428-1_Western Springs Park District_Final for Signature_03.20.19

RESOLUTION NO. 22027

Background

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures of up to \$115,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Tri-State Tollway Project, Project No. RR-11-4010 (“Project No. RR-11-4010”). Resolution 22003 as preceded by Resolutions 21948, 21928, 21902, 21883 and 21868 (“Prior Resolutions”), identified specific parcels that were required for purposes of The Illinois State Toll Highway Authority (“Tollway”). Resolution 22027 is to correct four PIN numbers listed in the exhibits to the Prior Resolutions.

Resolution

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

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

RESOLUTION NO. 22027

Resolution – continued

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

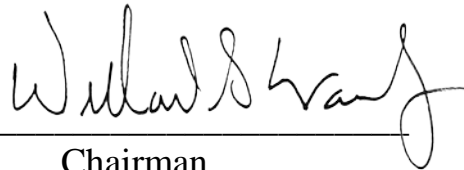
Approved by: 
Chairman

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

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

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

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

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

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

EXHIBIT "A"
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Tri-State Tollway

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

EXHIBIT "A"
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PREVIOUSLY IDENTIFIED PARCELS		
Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook
TW-7-16-045	12-30-301-034	Cook
TW-5-16-011	18-19-102-014	Cook
TW-5-16-012	18-19-102-013	Cook
TW-5-16-013	18-19-102-012	Cook
TW-5-16-014	18-19-102-011	Cook
TW-5-16-015	18-19-102-016	Cook
TW-3A-16-072	08-35-109-012	Cook
TW-3A-16-081	23-01-106-012	Cook
TW-5-16-137	18-18-304-018	Cook
TW-5-16-139	18-19-102-015	Cook
TW-5-16-140	18-18-304-017	Cook
TW-6B-16-002	15-07-104-015	Cook
TW-6B-16-004	15-07-104-004	Cook
TW-6B-16-008	15-06-303-024	Cook
TW-7-16-043	12-20-300-054, 12-20-300-055	Cook
TW-7-16-056	12-16-307-004, 12-16-307-005 12-16-307-027, 12-16-307-032	Cook
TW-7-16-069	12-16-205-021	Cook
TW-3A-16-066	18-35-407-055	Cook
TW-3B-16-027	18-29-100-003, 18-29-100-027	Cook
TW-3B-16-029	THAT PART OF 71 st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837	Cook
TW-3B-16-028	18-29-100-026	Cook

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

PREVIOUSLY IDENTIFIED PARCELS		
Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-5-16-095	18-06-126-010	Cook
TW-5-16-098	18-06-126-009	Cook
TW-5-16-101	18-06-126-006	Cook
TW-5-16-103	18-06-126-005	Cook
TW-5-16-105	18-06-126-004	Cook
TW-5-16-107	18-06-126-002	Cook
TW-5-16-110	18-06-126-001	Cook
TW-5-16-130	18-06-126-007	Cook
TW-5-16-141	18-19-405-014, 19-19-495-015	Cook
TW-6C-16-008	06-12-419-014	DuPage
TW-6C-16-012	06-12-413-039	DuPage

ADDED IDENTIFIED PARCELS		
Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-6C-16-003	15-18-107-018	Cook
TW-6C-16-006	06-12-419-016	DuPage
TW-6C-16-007	06-12-419-015	DuPage
TW-6C-16-009	06-12-419-002	DuPage
TW-6C-16-010	06-12-419-001	DuPage

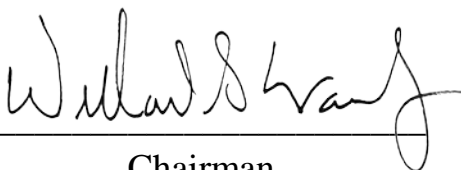
RESOLUTION NO. 22028

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Internal Auditing Services through the Central Management Services ("CMS") master contract with Baker Tilly Virchow Krause, LLP, Tollway Contract No. 20-0048, for an upper limit of compensation not to exceed \$393,780.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Internal Auditing Services from Baker Tilly Virchow Krause, LLP is approved in an amount not to exceed \$393,780.00. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of 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