

RESOLUTION NO. 22882

Background

Pursuant to the provisions of the Toll Highway Act (“Act”), 605 ILCS 10/1, *et seq.*, the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (“Tollway”) and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (“Trustee”), effective March 31, 1999, as amended, restated, and supplemented to the date of adoption of this Resolution (“Trust Indenture”), the Tollway is authorized to issue revenue bonds for any lawful purpose including, among others, refunding or advance refunding of any of its revenue bonds then outstanding.

To provide funds to pay a portion of the costs of the Authority’s long-range capital plan known as the Move Illinois Program, and as authorized by Resolution No. 20376 dated June 26, 2014, (i) on December 4, 2014, pursuant to the terms of the Nineteenth Supplemental Indenture dated as of December 1, 2014 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series C, in the aggregate principal amount of \$400 million (“2014C Bonds”) and (ii) on July 30, 2015, pursuant to the terms of the Twenty-First Supplemental Indenture dated as of July 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series A, in the aggregate principal amount of \$400 million (“2015A Bonds” and collectively with the 2014C Bonds, the “Refunding Candidates”).

The Tollway has determined that it is advisable, necessary and in its best interests to authorize the borrowing of a maximum aggregate principal amount of \$800,000,000 for the purpose of refunding all or portions of the Refunding Candidates in order to reduce debt service (“Refunding”), to the extent determined to be in the best interests of the Tollway by an Authorized Officer (as hereinafter defined) for the Tollway, and in evidence thereof to issue one or more series of Additional Senior Bonds (as defined in the Trust Indenture) pursuant to Section 204 of the Trust Indenture (“2024 Refunding Bonds”), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the Tollway, by virtue of all laws applicable thereto, has the

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Background (continued)

power to issue such 2024 Refunding Bonds. Any 2024 Refunding Bonds authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Trust Indenture) now or hereafter outstanding under the Trust Indenture and shall be secured by the Trust Indenture, as supplemented and amended, including as authorized herein, or as may be supplemented and amended in the future.

It is necessary for the Tollway to authorize the issuance of the 2024 Refunding Bonds and to approve and to authorize the execution of the 2024 Refunding Supplemental Indenture, Bond Purchase Agreement, Refunding Escrow Agreement, Continuing Disclosure Agreement (all as defined below) and certain other documents and agreements and the performance of acts necessary or convenient with the implementation of this Resolution and the issuance of the 2024 Refunding Bonds.

Resolution

Issuance of 2024 Refunding Bonds. The Tollway authorizes the issuance and delivery of the 2024 Refunding Bonds in a maximum aggregate principal amount of \$800,000,000 for purposes of the Refunding. The 2024 Refunding Bonds may be issued from time to time in one or more series as Additional Bonds in said respective maximum aggregate principal amounts or lesser principal amounts, all as may be determined by the Chairman of the Authority (“Chairman”).

All 2024 Refunding Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2024 Refunding Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (each, a “2024 Refunding Supplemental Indenture”) between the Tollway and the Trustee, supplementing and amending the Trust Indenture.

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In connection with the issuance of each series of 2024 Refunding Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Tollway (“Secretary”) is hereby authorized to attest to, a 2024 Refunding Supplemental Indenture in substantially the form of supplemental indentures previously executed and delivered in connection with the issuance of revenue bonds of the Tollway, with such revisions, insertions, completions and modifications therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (i) the dating, series designation, denominations, interest payment dates, tax status, redemption provisions, registration and transfer of the 2024 Refunding Bonds, and (ii) the application of proceeds of the 2024 Refunding Bonds for the Refunding, as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman’s approval and the Tollway’s approval of such revisions, insertions, completions and modifications thereof.

Terms of 2024 Refunding Bonds. The 2024 Refunding Bonds of each series shall be designated “Toll Highway Senior Revenue Bonds” with such additions, modifications or revisions as shall be determined to be necessary by the Chairman at the time of sale of the 2024 Refunding Bonds to reflect the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, the use of proceeds of such Bonds, tax status, and any other authorized features of the 2024 Refunding Bonds determined by the Chairman as desirable to be reflected in the title of the 2024 Refunding Bonds being issued. Each series of 2024 Refunding Bonds shall bear interest at a rate or rates not to exceed 7.00 percent per annum. Interest shall be payable on each series of 2024 Refunding Bonds at such times and on such basis and terms as shall be provided in the related 2024 Refunding Supplemental Indenture.

The 2024 Refunding Bonds shall be executed by the manual or duly authorized facsimile signatures of the Chairman and the Secretary, and the

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Resolution (continued)

corporate seal of the Tollway (or facsimile thereof) shall be impressed or otherwise reproduced thereon. The 2024 Refunding Bonds of a series shall be prepared in the form attached to the related 2024 Refunding Supplemental Indenture.

Any portion of the 2024 Refunding Bonds may be issued as bonds, the interest on which is includible in the gross income of the owner thereof for federal income tax purposes (“Taxable Bonds”) if determined by the Chairman to be beneficial to the Tollway.

Redemption. Certain of the 2024 Refunding Bonds may be made subject to redemption by Sinking Fund Installments (as defined in the Trust Indenture) at par and accrued interest to the date fixed for redemption, as determined by the Chairman at the time of the sale thereof and reflected in the related 2024 Refunding Supplemental Indenture. The 2024 Refunding Bonds of a series may be made subject to redemption prior to maturity at the option of the Tollway, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each 2024 Refunding Bond to be redeemed expressed (i) as a percentage not to exceed two percent (2%) of the principal amount of the 2024 Refunding Bonds being redeemed, or (ii) as a formula designed to compensate the owner of each 2024 Refunding Bond to be redeemed based upon prevailing market conditions on the date fixed for such redemption, commonly known as a “*make-whole*” redemption, all as determined by the Chairman at the time of the sale of the 2024 Refunding Bonds and reflected in the related 2024 Refunding Supplemental Indenture.

Sale of Bonds. The Chairman is hereby authorized on behalf of the Tollway to sell all or any portion of the 2024 Refunding Bonds through negotiated sale to one or more underwriters qualified by a Tollway procurement process and approved by the Board of Directors, which underwriters may consist of an underwriting group represented by one or more senior managing underwriters.

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Resolution (continued)

The 2024 Refunding Bonds sold through negotiated sale may be sold and delivered to the underwriter(s) subject to the terms and conditions of one or more Bond Purchase Agreements between the Tollway and the underwriter(s) (each, a “Bond Purchase Agreement”), provided that the aggregate purchase price shall not be less than 98.5 percent of the principal amount thereof to be issued (less any original issue discount used in marketing thereof) plus accrued interest, if any, from their date to the date of delivery thereof. The Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest to, each Bond Purchase Agreement in substantially the form previously used in connection with the sale of revenue bonds of the Tollway, with such revisions, insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman’s approval and the Tollway’s approval of such revisions, insertions, completions and modifications thereof.

Additionally, the Chairman is hereby authorized on behalf of the Tollway to sell all or any portion of the 2024 Refunding Bonds by method of competitive sale to one or more underwriter(s) providing bids, based upon lowest true interest cost to the Tollway.

Bond Insurance. In connection with any sale of 2024 Refunding Bonds, the Tollway, through solicitations managed by its financial advisor, is hereby authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by the Chairman or the Chief Financial Officer if such officer determines such bond insurance to be desirable in connection with such sale of the 2024 Refunding Bonds. The related 2024 Refunding Supplemental Indenture may include covenants with such bond insurer that are not inconsistent with the provisions of this Resolution and the Trust Indenture and are deemed necessary to carry out the purposes of this Resolution.

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Resolution (continued)

Notice of Sale. To the extent bonds are sold by method of competitive sale, the preparation, use and distribution of a Notice of Sale and Bid Form in substantially similar form as the form attached to Resolution No. 22457 is hereby approved.

Preliminary Official Statement. The preparation, use and distribution of one or more Preliminary Official Statements relating to the 2024 Refunding Bonds (each, a “Preliminary Official Statement”) is hereby in all respects ratified, authorized and approved. Each Preliminary Official Statement shall be in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Tollway, or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the 2024 Refunding Bonds proposed to be issued, including the application of the proceeds thereof, and shall describe accurately the Tollway, including its system of toll highways and its current financial condition. The proposed use by the underwriters of an Official Statement (in substantially the form of the related Preliminary Official Statement but with appropriate variations, omissions, and insertions to reflect the final terms of the 2024 Refunding Bonds being sold) is hereby approved. The Chairman is authorized and directed to execute the Official Statement on behalf of the Tollway, and the Chairman’s execution thereof shall constitute conclusive evidence of the Chairman’s approval and the Tollway’s approval of any changes to the form of Preliminary Official Statement authorized herein.

Application of Proceeds. The proceeds from the sale of any series of 2024 Refunding Bonds shall be applied as determined by the Chairman and the

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Resolution (continued)

Chief Financial Officer of the Tollway and as set forth in the 2024 Refunding Supplemental Indenture authorizing such 2024 Refunding Bonds, as follows:

- (i) the sum representing the accrued interest received, if any, shall be applied to the first interest becoming due on the 2024 Refunding Bonds sold;
- (ii) to the refunding of such Refunding Candidates selected by the Chief Financial Officer to be refunded prior to their respective maturities at a price of par plus accrued interest thereon, up to and including their applicable redemption dates, which proceeds may be deposited into an account to be held by the Trustee pursuant to the terms of the related 2024 Refunding Supplemental Indenture or one or more escrow agreements (each a “Refunding Escrow Agreement”), and the Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest to and deliver, each Refunding Escrow Agreement in such form as the officer so executing shall deem appropriate to effect the Refunding. Each such Refunding Escrow Agreement may include agreements entered into between the Tollway and providers of securities under which providers agree to purchase from or sell to the Authority
specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement;
- (iii) to make any required deposit to the Debt Reserve Account held under the Trust Indenture;
- (iv) to pay customary expenses related to the issuance of such bonds; and
- (v) to such other purposes that are not inconsistent with the terms and provisions of this Resolution as shall be set forth in the 2024 Refunding Supplemental Indenture authorizing such 2024 Refunding Bonds.

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Resolution (continued)

Tax-Exemption and Non-Arbitrage. The Authorized Officers are hereby authorized to take any actions and to execute any documents and certificates necessary to assure that 2024 Refunding Bonds issued on a tax-exempt basis comply with federal tax law relating to tax-exempt bonds, including not constituting “arbitrage bonds” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of such 2024 Refunding Bonds, including but not limited to the execution and delivery by one or more of the Authorized Officers of a Tax Compliance Certificate and Agreement in a form to be approved by bond counsel and by counsel for the Tollway.

Continuing Disclosure. The Chairman is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Tollway’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as applicable to the 2024 Refunding Bonds of each series, in substantially the form previously used in connection with the issuance of fixed rate revenue bonds issued by the Tollway, with such revisions, insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman’s approval and the Tollway’s approval of any such revisions, insertions, completions and modifications thereof.

Authorized Acts. Each of the Chairman, the Executive Director, the Secretary, the Chief Financial Officer, the General Counsel, and the Chief Engineering Officer of the Tollway (each, an “Authorized Officer”) are hereby authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements, and certificates and perform such other acts as may be necessary or desirable in connection with the issuance of the 2024 Refunding Bonds and the execution and delivery of each 2024 Refunding Supplemental Indenture, Bond Purchase Agreement, Notice of Sale, Official

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Resolution (continued)

Statement, Refunding Escrow Agreement, and Continuing Disclosure Agreement, including the giving of all notices of redemption required in connection with the Refunding.

Ratification. All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the 2024 Refunding Bonds and the accomplishment of the Refunding are in all respects approved and confirmed.

Costs of Issuance. The Chief Financial Officer of the Tollway is authorized to pay the costs of issuance of the 2024 Refunding Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys' fees, upfront and annual rating agency fees, upfront and annual trustee fees, fees of an escrow agent and escrow verification agent, and all other reasonable and necessary fees, expenses and costs of the Tollway incurred in connection with the issuance of the 2024 Refunding Bonds and the accomplishment of the Refunding.

Approval of Attorney General. Notwithstanding anything herein to the contrary, the Tollway's approval of each 2024 Refunding Supplemental Indenture, Bond Purchase Agreement, Refunding Escrow Agreement, and Continuing Disclosure Agreement is subject to the further approval of such agreements, as to their form and constitutionality, by the Attorney General of the State of Illinois, as well as any other agreements authorized herein.

Severability. The provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the section, phrases or provisions.

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Resolution (continued)

Repealer and Effective Date. All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22883

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Microsoft Software, Maintenance, Support and Services through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with Dell Marketing L.P., Tollway Contract No. 24-0046, for an upper limit of compensation not to exceed \$1,829,573.79. These goods and/or services are being obtained pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the DoIT master contract for the purchase of Microsoft Software, Maintenance, Support and Services from Dell Marketing L.P. in an amount not to exceed \$1,829,573.79 is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22884

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Salesforce eBlast Services through the Release Off a Multiple Award Master Contract (“ROMAMC”) with Carahsoft Technology Corp., Tollway Contract No. 24-0064, for an upper limit of compensation not to exceed \$443,057.21. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the ROMAMC for the purchase of Salesforce eBlast Services from Carahsoft Technology Corp. is approved in an amount not to exceed \$443,057.21. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22885

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Data Center and Disaster Recovery Colocation Services. Pursuant to Tollway Invitation for Bid No. 23-0130, the Tollway determined that NTT DATA Americas, Inc. is the lowest responsive and responsible bidder for Data Center and Disaster Recovery Colocation Services for an upper limit of compensation not to exceed \$10,703,342.23 for an initial six-year term and an amount not to exceed \$6,839,672.64 for a possible four-year renewal term.

Resolution

The bid from NTT DATA Americas, Inc. for the purchase of Data Center and Disaster Recovery Colocation Services is accepted. Contract No. 23-0130 is approved in an amount not to exceed \$10,703,342.23 for an initial six-year term and an amount not to exceed \$6,839,672.64 for a possible four-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22886

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Trailer-Mounted Crash Attenuators through the Central Management Services’ (“CMS”) master contract with Energy Absorption Systems, LLC, Tollway Contract No. 24-0113, for an upper limit of compensation not to exceed \$508,300.00. These goods and/or services are being obtained pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Trailer-Mounted Crash Attenuators from Energy Absorption Systems, LLC in an amount not to exceed \$508,300.00 is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22887

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Floor Scrubbers and Sanitation Units Preventative Maintenance and Repair Services. Pursuant to Tollway Invitation for Bid No. 22-0173RRR, the Tollway determined that Factory Cleaning Equipment by Jon-Don, LLC is the lowest responsive and responsible bidder for an upper limit of compensation not to exceed \$162,240.00.

Resolution

The bid from Factory Cleaning Equipment by Jon-Don, LLC for the purchase of Floor Scrubbers and Sanitation Units Preventative Maintenance and Repair Services is accepted. Contract No. 22-0173RRR is approved in an amount not to exceed \$162,240.00. The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22888

Background

Pursuant to Tollway Contract No. 23-0038R, The Illinois State Toll Highway Authority (“Tollway”) purchased Generator Rental Services from ThermFlo, Inc. The Tollway requires additional Generator Rental Services. It is in the best interest of the Tollway to extend Contract No. 23-0038R and increase the upper limit of compensation by an amount not to exceed \$63,750.00.

Resolution

The extension and associated increase to the upper limit of compensation for Contract No. 23-0038R for the purchase of additional Generator Rental Services from ThermFlo, Inc. is approved in an amount not to exceed \$63,750.00, increasing the upper limit of compensation from \$382,500.00 to \$446,250.00. The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22889

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4743 for Roadway and Bridge Construction on the Elgin O’Hare Western Access (I-490) between Mile Post 0.0 (I-294) and Mile Post 0.6 (Franklin Avenue). The lowest responsive and responsible bidder on Contract No. I-21-4743 is Plote Construction, Inc. in the amount of \$78,504,918.59.

Resolution

Contract No. I-21-4743 is awarded to Plote Construction, Inc. in the amount of \$78,504,918.59, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other contract award requirements, and (iii) execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: Arnaldo Rivera

Chairman

RESOLUTION NO. 22890

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-24-4953 for Bridge Reconstruction on the Reagan Memorial Tollway (I-88) at Mile Post 138.7 (York Road). The lowest responsive and responsible bidder on Contract No. RR-24-4953 is Lorig Construction Company in the amount of \$10,352,427.91.

Resolution

Contract No RR-24-4953 is awarded to Lorig Construction Company in the amount of \$10,352,427.91, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other contract award requirements, and (iii) execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: Arnaldo Rivera

Chairman

RESOLUTION NO. 22891

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Railroad Bridge Reconstruction on Contract No. I-24-4946 on the Jane Addams Memorial Tollway (I-90) at Mile Post 19.5 (Union Pacific Railroad). Czaplicki Lopez, PLLC / Parsons Transportation Group, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$4,117,472.60. 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 Czaplicki Lopez, PLLC / Parsons Transportation Group, Inc to obtain Design Services on Contract No. I-24-4946 with an upper limit of compensation not to exceed \$4,117,472.60, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22892

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Bridge Rehabilitation on Contract No. I-24-4949 on the Ronald Reagan Memorial Tollway (I-88) between Mile Post 56.0 (Burkett Road) and Mile Post 74.3 (Steward Creek). Infrastructure Engineering, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,207,109.14. 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 Infrastructure Engineering, Inc. to obtain Design Services for bridge rehabilitation on Contract No. I-24-4949 with an upper limit of compensation not to exceed \$3,207,109.14, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22893

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to procure Emergency Pavement and Patching Work *via* Emergency Contract No. 24-0124 pursuant to 30 ILCS 500/20-30 and 44 Ill. Admin. Code § 1.2030. These goods and/or services are being procured from Metromex Contractors Inc. for an upper limit of compensation not to exceed \$500,000.00.

Resolution

Contract No. 24-0124 for the procurement of Emergency Pavement and Patching Work from Metromex Contractors Inc. is approved in an amount not to exceed \$500,000.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22894
AMENDING AND SUPPLEMENTING RESOLUTION NO. 22761

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4836 for Interchange Reconstruction on the Tri-State Tollway (I-294) Southbound I-294/I-290/I-88 Interchange from Mile Post 30.0 (Cermak Plaza 35) to Mile Post 32.4 (St. Charles Road). Although the Tollway initially identified Judlau Contracting, Inc. as the lowest responsive and responsible bidder on Contract No. I-21-4836, as a result of the applicable bid preference set forth in 30 ILCS 500/45-105(e), P.A. 102-721, eff. 1-1-23, the low bidder is Walsh Construction Company II, LLC (“Walsh”), which bid \$326,995,971.35. Accordingly, pursuant to Resolution No. 22761, dated November 16, 2023, the Contract should be awarded to Walsh.

Resolution

Tollway Resolution No. 22761 is amended to authorize the Tollway to award Contract No. I-21-4836 to Walsh Construction Company II, LLC, the ostensible next lowest responsible bidder, in the amount of \$326,995,971.35. Additionally, Resolution No. 22761 is hereby supplemented to expressly authorize the Tollway to award Contract No. I-21-4836 to Walsh Construction Company II, LLC in the amount of \$326,995,971.35. The award to Walsh authorized is subject to (i) all required approvals, the contractor satisfying applicable DBE/VET, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway, and (ii) any and all restrictions on the award being resolved and eliminated before the Contract is awarded to Walsh.

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

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AMENDING AND SUPPLEMENTING RESOLUTION NO. 22761

Resolution - continued

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

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22895

Background

The Tollway procured certain vehicles that will not be used for their originally intended purpose. The Illinois Department of Corrections (“IDOC”) seeks to purchase ten (10) of the vehicles, and the Tollway desires to sell the vehicles to IDOC. IDOC is paying the Tollway \$448,495.60 for the vehicles.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with IDOC to memorialize the parties’ understandings and responsibilities relative to the sale of the vehicles referenced above.

Resolution

The General Counsel is authorized to negotiate and finalize an intergovernmental agreement between the Tollway and the IDOC in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer or the Executive Director of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement.

Approved by: *Arnaldo Rivera*
Chairman

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

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is made by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (“TOLLWAY”) and THE ILLINOIS DEPARTMENT OF CORRECTIONS (“IDOC”), individually referred to as “PARTY” and collectively referred to as “PARTIES.”

RECITALS

WHEREAS, the TOLLWAY owns, operates, maintains, constructs and regulates a system of toll highways within the State of Illinois;

WHEREAS, for TOLLWAY purposes, the TOLLWAY procured certain vehicles (identified in attached Exhibit A), which, under current circumstances, will not be used for the originally intended purpose;

WHEREAS, the IDOC seeks to purchase the vehicles listed in Exhibit A (“Vehicles”), and the TOLLWAY desires to sell the Vehicles to IDOC;

WHEREAS, a cooperative intergovernmental agreement between the parties is an appropriate means by which to accomplish the desired transaction, 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.*;

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

WHEREAS, the IDOC, by virtue of its powers as set forth in the Unified Code of Corrections, 730 ILCS 5/, is authorized to enter into this AGREEMENT,

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

I. FINANCIAL

- A. The TOLLWAY agrees to sell, and IDOC agrees to purchase, the Vehicles for \$448,495.60. As reflected in Exhibit A, ten (10) Vehicles will be sold for \$44,849.56 each.
- B. IDOC will pay the TOLLWAY \$448,495.60 for the Vehicles within thirty (30) days of IDOC taking possession of the Vehicles.
- C. The PARTIES agree to complete any and all paperwork necessary to effectuate the sale of the Vehicles and transfer title to, and possession of, the Vehicles in accordance with Article II.D.

II. VEHICLES' CONDITION AND LOCATION

- A. The IDOC shall accept the Vehicles in “AS-IS” and “WHERE-IS” condition “WITH ALL FAULTS.” Notwithstanding the foregoing, the TOLLWAY will transfer any available factory warranties to IDOC following receipt of IDOC’s payment, in full, of the purchase price of the Vehicles as set forth in above Article I.A of this AGREEMENT.
- B. The PARTIES understand and agree that the TOLLWAY has not, and will not make, any warranty or representation, express or implied or statutory, oral or written, including without limitation, any warranties or representations concerning title, fitness for a particular purpose, suitability, merchantability, quality of work, safety or structural integrity, concerning the Vehicle or any TOLLWAY inspection of the Vehicles, and the IDOC, for itself, its successors and assigns, hereby waives and releases the TOLLWAY, its directors, officer, employees, agents and any other person acting on the TOLLWAY’s behalf, from any and all claims relating to or arising from the Vehicles.
- C. The IDOC, to the extent permitted by law, shall indemnify, defend and hold the TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including reasonable attorney’s fees) that may arise or be alleged to arise from, or in connection with, this AGREEMENT. This indemnification section shall survive termination of this AGREEMENT.
- D. In accordance with Article III.J of this AGREEMENT, the IDOC shall coordinate with the TOLLWAY’s Senior Manager of Fleet Assets to arrange for pick-up of the Vehicles at 3460 Finley Road, Downers Grove, Illinois 60515.

III. GENERAL PROVISIONS

- A. This AGREEMENT constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations and commitments between the TOLLWAY and the IDOC with respect to the subject matter hereof.
- B. This AGREEMENT may be executed using electronic signatures and 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.
- C. This AGREEMENT shall be construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. In the event of litigation, venue and jurisdiction shall lie, exclusively, in the Illinois Court of Claims.
- D. Obligations and duties set forth in this AGREEMENT shall be performed in compliance with all applicable state and federal laws. Any disputes concerning the terms and conditions of this AGREEMENT shall be resolved by the Director of the IDOC and the

Chairman/CEO or the Executive Director of the TOLLWAY. In the event the PARTIES are unable to resolve a dispute informally, the PARTIES may pursue any available legal remedies.

- E. This AGREEMENT may only be modified in writing, which writing must be executed by duly authorized representative of the PARTIES and the Illinois Attorney General; provided, however, the PARTIES agree that (1) provisions required to be inserted in this AGREEMENT by laws, ordinances, rules, or regulations are deemed to be (or have been) inserted whether or not they appear in this AGREEMENT, and (2) in no event will the failure to explicitly insert such provisions prevent enforcement of this AGREEMENT.
- F. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No PARTY may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as set forth in this AGREEMENT without first obtaining the express written consent and permission of the other PARTY and the Illinois Attorney General, except as otherwise provided in this AGREEMENT.
- G. Each PARTY agrees to waive all claims against the other PARTY for any loss, damage, personal injury or death occurring in consequence of the performance of this AGREEMENT; provided, however, that such claim is not the result of gross negligence or willful misconduct by a PARTY or its personnel. Each PARTY expressly reserve the right to bring an action to enforce this AGREEMENT.
- H. The failure by either PARTY to seek redress for violation of, or to insist upon strict performance of, any condition, covenant or provision of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such condition, covenant or provision. No provision of this AGREEMENT shall be deemed waived by either PARTY unless such provision is waived in writing by the PARTY charged with waiver.
- I. Notwithstanding anything to the contrary set forth in this AGREEMENT, neither the TOLLWAY nor the IDOC has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this AGREEMENT or performance hereunder.
- J. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, or mailed via certified mail, overnight mail delivery or electronic mail delivery, to the following persons, or their designee(s) at the following addresses:

To the TOLLWAY:

The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Senior Manager of Fleet Services
bthomas@getipass.com

To the IDOC:

The Illinois Department of Corrections
1301 Concordia Court
P.O. Box 19277
Springfield, Illinois 62794-9277
Attn: Emily Glynn
emily.glynn@illinois.gov

- K. The PARTIES shall maintain books and records related to this AGREEMENT for a minimum of five (5) years from the last action taken pursuant to this AGREEMENT, including documents sufficient to verify the amounts and recipients of all funds disbursed in conjunction with or pursuant to the terms of this AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make their books and records, and books and records within their custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General (“IG”), IDOC auditors, State of Illinois internal auditors, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours.
- L. The IDOC recognizes that, pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, the IG is authorized to conduct investigations into certain matters, including but not limited to allegations of fraud, waste and abuse. The IDOC will fully cooperate in any IG investigation or review and shall not bill the TOLLWAY for such time. Cooperation includes, unless prohibited by law, (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in, connected with, or having knowledge of, the performance of this AGREEMENT.
- M. All matters set forth in the Recitals are agreed to, and the PARTIES understand the Recitals are part of this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

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

**THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY**

**THE ILLINOIS DEPARTMENT OF
CORRECTIONS**

By: _____
Cassandra Rouse
Executive Director

By: _____
Latoya Hughes
Acting Director

Date: _____

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

Exhibit A

IDOC

M#	Year	Make	Model	Color	VIN
89290	2023	Ford	Explorer	Oxford White	1FM5K8AB5PGA18263
89296	2023	Ford	Explorer	Oxford White	1FM5K8AB1PGB11880
89300	2023	Ford	Explorer	Oxford White	1FM5K8AB7PGB11866
89305	2023	Ford	Explorer	Oxford White	1FM5K8AB1PGB11796
89307	2023	Ford	Explorer	Oxford White	1FM5K8AB2PGB11872
89308	2023	Ford	Explorer	Oxford White	1FM5K8AB7PGB11995
89309	2023	Ford	Explorer	Oxford White	1FM5K8AB2PGB11841
89310	2023	Ford	Explorer	Oxford White	1FM5K8AB9PGB11867
89311	2023	Ford	Explorer	Oxford White	1FM5K8AB5PGB11932
89312	2023	Ford	Explorer	Oxford White	1FM5K8AB7PGB11964

RESOLUTION NO. 22896

Background

The Service Employees International Union, Local 73 (“SEIU”) represents a bargaining unit of Tollway employees in, among other positions, Senior Toll Collector, Toll Collector, Money Room Counter, Money Room Clerk, Money Room Truck Driver and Money Room Counter/Money Room Truck Driver (“Affected Positions”). For operational reasons, The Illinois State Toll Highway Authority (“Tollway”) determined that the Affected Positions should be eliminated.

In view of the Tollway’s determination regarding the Affected Positions, the Tollway and SEIU bargained over the impact of eliminating the Affected Positions and reached agreement on the terms of a comprehensive severance package, which includes, among other things, (i) severance pay, additional insurance coverage, training and recall rights, or (ii) an alternative position at the Tollway for which an employee in an Affected Position is qualified and chooses to accept. The Tollway made alternative positions available to all employees in Affected Positions.

The terms of the parties’ comprehensive severance package are set forth in a Memorandum of Agreement. It is in the best interest of the Tollway to finalize and implement the Memorandum of Agreement.

Resolution

The proposed Memorandum of Agreement with the Service Employees International Union, Local 73 is approved. The General Counsel is authorized to finalize the Memorandum of Agreement consistent with the terms presented to the Board in Executive Session. The Chair and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate the Memorandum of Agreement and resolve all related legal matters, 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