

RESOLUTION NO. 22933

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to continue to provide Employee Life Insurance Benefits, including basic life and accidental death and dismemberment (AD&D) coverage, for its employees, their spouses and their dependents. In June 2024, the Tollway issued an order against a CMS master contract with the insurance broker, Mesirow Insurance Services Inc., to obtain proposals for Employee Life Insurance Benefits for the period of March 1, 2025 through February 29, 2028. After a review and evaluation of all proposals, it was determined that the proposal from Metropolitan Life Insurance Company best meets the Tollway’s needs. The Tollway’s current contract expires on February 28, 2025. It is in the best interest of the Tollway to enter into an agreement with Metropolitan Life Insurance Company for the 2025-2028 plan years. This optional life insurance is a payroll deduction program.

Resolution

The proposal from Metropolitan Life Insurance Company to provide the aforementioned services and coverage for the period of March 1, 2025 through February 29, 2028 is accepted. The General Counsel and the Chief Financial Officer are authorized to negotiate final terms and conditions and prepare any and all documents necessary to effectuate the appropriate agreements with Metropolitan Life Insurance Company. The Chairman and Chief Executive Officer of the Tollway is authorized to execute said agreements, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22934

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Cisco SmartNet and FlexPod Maintenance and Support through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with Presidio Networked Solutions LLC, Tollway Contract No. 24-0172, for an upper limit of compensation not to exceed \$6,000,000.00. 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 Cisco SmartNet and FlexPod Maintenance and Support from Presidio Networked Solutions LLC in an amount not to exceed \$6,000,000.00 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. 22935

Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Diversity Tracking Subscriptions and Implementation Services through the Release Off a Multiple Award Master Contract (“ROMAMC”) with Carahsoft Technology Corporation, Tollway Contract No. 23-0006. It is in the best interest of the Tollway to increase the upper limit of compensation of Contract No. 23-0006 by an amount not to exceed \$361,286.40. These goods and/or services are being obtained pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the ROMAMC for the purchase of additional Diversity Tracking Subscriptions and Implementation Services from Carahsoft Technology Corporation is approved in an amount not to exceed \$361,286.40, increasing the upper limit of compensation from \$960,624.61 to \$1,321,911.01. 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. 22936

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Red Hat Software and Maintenance. Pursuant to Tollway Invitation for Bid No. 24-0152, the Tollway determined that Emergent, LLC is the lowest responsive and responsible bidder for Red Hat Software and Maintenance for an upper limit of compensation not to exceed \$2,765,991.49.

Resolution

The bid from Emergent, LLC for the purchase of Red Hat Software and Maintenance is accepted. Contract No. 24-0152 is approved in an amount not to exceed \$2,765,991.49. 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. 22937

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Excavators through the Central Management Services’ (“CMS”) master contract with German-Bliss Equipment, Inc., Tollway Contract No. 24-0197, for an upper limit of compensation not to exceed \$264,462.00. 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 Excavators from German-Bliss Equipment, Inc. in an amount not to exceed \$264,462.00 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. 22938

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Roadway Clearing Devices. Pursuant to Tollway Invitation for Bid No. 24-0054R, the Tollway determined that Betts Platinum Group, LLC (d.b.a. J-Tech) is the lowest responsive and responsible bidder for Roadway Clearing Devices for an upper limit of compensation not to exceed \$413,328.00.

Resolution

The bid from Betts Platinum Group, LLC (d.b.a. J-Tech) for the purchase of Roadway Clearing Devices is accepted. Contract No. 24-0054R is approved in an amount not to exceed \$413,328.00. 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 22939

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-24-4761 for Runway 10R Approach Lighting with Sequence Flashing (ALSF) Lighting System Relocation, Earthwork and Bridge Construction on the Elgin O’Hare Western Access (I-490) between Mile Post 1.0 (York Road) and Mile Post 2.6 (Taft Avenue). The lowest responsive and responsible bidder on Contract No I-24-4761 is Plote Construction, Inc.

Resolution

Contract No. I-24-4761 is awarded to Plote Construction, Inc. in the amount of \$38,561,610.10, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other 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: 
Chairman

RESOLUTION NO. 22940

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-24-4964 for Bridge Repairs on the Tri-State Tollway (I-294) at Mile Post 21.2 (Mile Long Bridge). The lowest responsive and responsible bidder on Contract No RR-24-4964 is Areatha Construction Co., Inc. in the amount of \$975,238.05.

Resolution

Contract No. RR-24-4964 is awarded to Areatha Construction Co., Inc. in the amount of \$975,238.05, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other 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: _____



Chairman

RESOLUTION NO. 22941

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Plaza Improvements on Contract No. I-24-4958 on the Tri-State Tollway (I-294) between Mile Post 6.3 (159th Street) and Mile Post 45.2 (Golf Road). J.A. Watts, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,708,500.00. 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 J.A. Watts, Inc. to obtain Construction Management Services on Contract No. I-24-4958 with an upper limit of compensation not to exceed \$3,708,500.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22942

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21340 dated August 24, 2017, entered into an agreement with RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc. on Contract No. I-17-4677 for Design Services. Per Tollway request, RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4677 in an amount not to exceed \$2,512,500.00, increasing the upper limit of compensation on Contract No I-17-4677 from \$9,133,538.16 to \$11,646,038.16. It is necessary and in the best interest of the Tollway to accept RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an amended agreement with RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc. consistent with the aforementioned proposal, to increase the upper limit of compensation on Contract No. I-17-4677 by \$2,512,500.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the amended 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 22943

Background

The Tollway is coordinating with the Illinois Department of Transportation (“IDOT”) on an IDOT-led project impacting I-39 and US Route 20 near Rockford. (“Project”). As part of the Project, IDOT will remove and relocate an existing Tollway Dynamic Message Sign on NB I-39 near its interchange with I-90 at an estimated cost of \$974,671.00. The Tollway agrees to reimburse IDOT for the actual cost of this work.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with IDOT to memorialize the parties’ understandings and responsibilities relative to the Project.

Resolution

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

Approved by: 
Chairman

Illinois State Toll Highway Authority
FAI Route 39 (I-39) & FAP 301 (US 20)
State Section (201-3)R & (4-1,5)R
Project NHPP-5F4Z(497)
Winnebago County
Job No. C-92-093-22
Contract No. 64C24
Agreement No. JT225008

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

This INTERGOVERNMENTAL AGREEMENT AND JURISDICTIONAL TRANSFER ("AGREEMENT") is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois ("TOLLWAY"), and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION ("DEPARTMENT"), individually referred to as "PARTY," and collectively referred to as "PARTIES."

RECITALS:

WHEREAS, the DEPARTMENT in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to reconstruct the I-39 corridor from a point approximately 1,500 feet south of I-90 to a point near the southbound on-ramp to I-39 from US 20 ("PROJECT"). (See attached EXHIBIT A: Proposed Highway Plans.);

WHEREAS, the PROJECT includes, but is not limited to DEPARTMENT Contract Nos. 64G68, 64B13, 64R71, 64C24 and 64R72, and will be constructed between 2023 and 2027;

WHEREAS, as part of Contract No. 64C24, the DEPARTMENT is reconstructing or rehabilitating portions of I-39, part of which is under the jurisdiction of the DEPARTMENT and part of which is under the TOLLWAY's jurisdiction;

WHEREAS, the PARTIES agree that for roadway maintenance efficiency and benefit to the motoring public, ultimately, jurisdiction over the portion of I-39 currently under the TOLLWAY's jurisdiction (including the roadway, median and shoulder) would be better served under the exclusive jurisdiction of the DEPARTMENT;

WHEREAS, for the reasons set forth above, the TOLLWAY is desirous of transferring jurisdiction over the above-described portion of I-39 currently under the TOLLWAY's jurisdiction, specifically, parcels N-2B-07-001, N-2B-07-003, N-2B-07-004, N-2B-15 (South of 2746+00), N-2B-15.2, N-2B-15.3, N-2B-15.6, N-2B-15.7 ("PROPERTY") to the DEPARTMENT for the DEPARTMENT's ultimate roadway maintenance. (See EXHIBIT B: Tollway Parcels To Be Transferred);

WHEREAS, the TOLLWAY requests, and the DEPARTMENT agrees to, remove an existing TOLLWAY Dynamic Message Sign ("DMS"), approximately located at station 2689+70 on northbound I-39, and install a new DMS on northbound I-39, approximately located at station 2689+00 on DEPARTMENT right-of-way as part of the PROJECT;

WHEREAS, the DEPARTMENT further intends to construct a new emergency turnaround, approximately located at station 2745+00. (See EXHIBIT C: Emergency Turnaround Location Map.);

WHEREAS, the PARTIES, by this AGREEMENT, desire to memorialize their respective responsibilities regarding design, construction, funding, and maintenance of the PROJECT as proposed

WHEREAS, this AGREEMENT shall be known, for DEPARTMENT recording purposes, as JT225008, and for TOLLWAY recording purposes as IGA No. 002024-13;

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;

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

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

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

I. CONSTRUCTION ENGINEERING

- A. The DEPARTMENT agrees to perform preliminary and final design engineering, obtain necessary surveys and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the TOLLWAY as set forth in this AGREEMENT. The DEPARTMENT shall submit the plans and specifications to the TOLLWAY for its review and comment at the following stages of plan preparation:
 - 30% Complete (if applicable);
 - 60% Complete (preliminary);
 - 90% Complete (pre-final); and
 - Final.
- B. The TOLLWAY shall review the PROJECT plans and specifications which impact the portion of I-39 within its jurisdictional boundaries within fifteen (15) calendar days of receipt thereof. If the DEPARTMENT receives no written response from the TOLLWAY within the fifteen (15) calendar-day review period or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed plans and specifications shall be deemed approved by the TOLLWAY. Approval by the TOLLWAY shall mean the TOLLWAY agrees with all specifications in the plans. In the event of disapproval, the TOLLWAY will detail in writing its objections to the proposed plans and specifications for review and consideration by the DEPARTMENT.
- C. The PARTIES shall work cooperatively to address and resolve any review comments and/or objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VII.D.

of this AGREEMENT.

- D. The DEPARTMENT agrees to assume overall PROJECT responsibility, including ensuring that all permits and approvals (including but not limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements as may be required by the PROJECT are secured by the PARTIES in support of general PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and all applicable federal, state and local regulations and requirements pertaining to work proposed for the PROJECT.
- E. In conjunction with the PROJECT, upon review and satisfaction of applicable federal, state and local statutes, rules, regulations and ordinances, the TOLLWAY shall, upon full execution of this AGREEMENT, grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right-of-way to the DEPARTMENT, at no cost to the DEPARTMENT, for the purpose of construction of the PROJECT.
- F. The DEPARTMENT 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 entering into contract(s), in accordance with the Canceled Items Provision 109.06 included in the most current version of the DEPARTMENT Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- G. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the TOLLWAY shall be submitted to the TOLLWAY for approval prior to commencing such work. The TOLLWAY shall review the proposed deviations and indicate its approval or disapproval thereof in writing within fifteen (15) calendar days after receiving the proposed deviation. If proposed deviations to the plans and specifications are not acceptable, the TOLLWAY shall detail in writing its specific objections. If the DEPARTMENT receives no written response from the TOLLWAY within the fifteen (15) calendar-day review period or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the TOLLWAY.
- H. After award of the construction contract, assuming there are no proposed deviations from the plans and specifications that affect the TOLLWAY, the DEPARTMENT shall provide no less than five (5) calendar day's written notice to the TOLLWAY prior to commencement of work on the PROJECT.

II. RIGHT-OF-WAY TRANSFER

- A. The PARTIES agree that subject to the declaration of the PROPERTY as excess, pursuant to the TOLLWAY's Excess Property Policy, the TOLLWAY will transfer jurisdiction and maintenance of the PROPERTY to the DEPARTMENT, and said PROPERTY shall be added to the DEPARTMENT's highway system.
- B. In a timely manner following the anticipated declaration of the PROPERTY as excess property, the DEPARTMENT agrees to accept jurisdiction and maintenance responsibility of the PROPERTY, as

described in II.(A) above, which shall include but not be limited to all roadway items, signs, overhead sign truss, pavement markings, shoulders, ditches, mowing, snow removal, and any other work required to keep the roadway functional in its entirety. (EXHIBIT D: Proposed Jurisdiction and Roadway Maintenance Boundary Line and Overhead Sign Truss.)

- C. The TOLLWAY agrees to convey fee simple title to the PROPERTY depicted on EXHIBIT B and legally described in attached EXHIBIT E for a nominal cost of \$10.00. To effectuate the conveyance, the TOLLWAY shall execute and deliver a Quit Claim Deed in a form established by the TOLLWAY and reasonably acceptable to the DEPARTMENT. The PARTIES agree and acknowledge that the construction and completion of the PROJECT and the transfer of jurisdiction and right-of-way parcels from the TOLLWAY to the DEPARTMENT as provided for herein constitutes fair and adequate consideration for the transfer of such properties and jurisdiction.
- D. The DEPARTMENT is responsible for obtaining any additional right-of-way or easements, other than the PROPERTY, necessary for completion of the PROJECT at the DEPARTMENT's sole cost and expense.

III. UTILITIES

- A. The TOLLWAY agrees to provide the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing TOLLWAY rights-of-way that require adjustment or relocation as part of the PROJECT. As part of its PROJECT engineering responsibilities, the DEPARTMENT shall identify adjustments to or relocations of the aforementioned existing utilities.
- B. The DEPARTMENT agrees to make all reasonable efforts to minimize the number of utility adjustments or relocations in the design of PROJECT improvements.
- C. At all locations where utilities are located on TOLLWAY rights-of-way that must be adjusted or relocated due to PROJECT work proposed by the DEPARTMENT, the TOLLWAY agrees to cooperate with the DEPARTMENT in making arrangements with the applicable utility and agrees to issue all permits for the requisite adjustment(s) at no cost to the DEPARTMENT.
- D. All TOLLWAY owned utilities on DEPARTMENT right-of-way within the limits of the PROJECT, which are to be relocated/adjusted under the terms of this AGREEMENT, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 III. Adm. Code 530.)

IV. CONSTRUCTION

- A. In accordance with the DEPARTMENT's policies and procedures, the DEPARTMENT shall advertise and receive bids, provide construction engineering inspections, and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

- B. The PARTIES agree that in compliance with the DEPARTMENT's procurement policies and procedures, any contractors and subcontractors working on or within the TOLLWAY's right-of-way (as "right-of-way" is defined by the Illinois Highway Code) shall indemnify the TOLLWAY in compliance with Article 107.26 of the Illinois Tollway Supplemental Specifications to the DEPARTMENT's Standard Specifications for Road and Bridge Construction.
- C. The PARTIES agree that in compliance with the DEPARTMENT's procurement policies and procedures, all contractor(s) and subcontractors are prohibited from discriminating on the basis of race, color, national origin or sex in the performance of the PROJECT or PROJECT-related contracts.
- D. The 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 PROJECT that affect TOLLWAY right-of-way.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VII.L. of this AGREEMENT.
- F. The DEPARTMENT shall notify the TOLLWAY upon completion of 70% and 100% of all PROJECT construction contracts for PROJECT improvements that subsequently will be maintained by the TOLLWAY, and the TOLLWAY shall inspect such improvements not later than fourteen (15) calendar days after receiving said notice. If the TOLLWAY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts and the PARTIES do not agree to any other inspection arrangements, the PROJECT shall be deemed accepted by the TOLLWAY. At the request of the TOLLWAY, the DEPARTMENT's representative shall attend inspection(s). In the event said inspections disclose work that does not conform to the approved final plans and specifications, the TOLLWAY's representative shall give immediate verbal notice to the DEPARTMENT's representative of any deficiency and shall thereafter deliver, within five (5) calendar days, a written list identifying such deficiencies to the DEPARTMENT's Engineer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of any necessary corrective work. The TOLLWAY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the DEPARTMENT that the deficiencies have been remedied.
- G. The PARTIES agree that all PROJECT construction work performed on or within the TOLLWAY's right-of-way shall conform to the then current edition of the DEPARTMENT's Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. The DEPARTMENT agrees to pay all PROJECT-related engineering, construction engineering and construction costs, subject to reimbursement by the TOLLWAY of costs relating to the TOLLWAY DMS located on northbound I-39 on DEPARTMENT right-of-way.
- B. The TOLLWAY or the DEPARTMENT may request, after the construction contract(s) are let by the DEPARTMENT, that supplemental work that increases the total cost of the PROJECT or more costly substitute work be added to the construction contract(s). The DEPARTMENT 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 individual part of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for all cost increases relating to said work.

1. As identified in the cost share chart below, it is mutually agreed by the PARTIES that the total estimated cost to the TOLLWAY is \$974,671 for installation of the TOLLWAY DMS located on northbound I-39 on DEPARTMENT right-of-way.

Type of Work	Federal		State		Tollway		Total
	Cost	%	Cost	%	Cost	%	
All Construction Costs	\$85,270,840	87%	\$12,741,620	13%			\$98,012,460
Tollway only DMS					\$847,540	100%	\$847,540
Sub-total	\$85,270,840		\$12,741,620		\$847,540		\$98,860,000
P&C Engineering 15%	\$12,790,626		\$1,911,243		\$127,131		\$14,829,000
Grand Total	\$98,061,466		\$14,652,863		\$974,671		\$113,689,000

- C. It is further agreed that notwithstanding the estimated cost, the TOLLWAY shall be responsible for the actual costs associated with the TOLLWAY DMS located on northbound I-39 on DEPARTMENT right-of-way and other work that may be requested by the TOLLWAY.
- D. The TOLLWAY agrees to adopt a resolution authorizing payment of its share of the PROJECT costs for which it is responsible as set forth in this Article V.
- E. The PARTIES agree to the following payment terms: the TOLLWAY shall pay 80% of the estimated costs upon full execution of this AGREEMENT and receipt of an invoice in said amount from the DEPARTMENT. The TOLLWAY shall pay all remaining costs due and owing pursuant to this AGREEMENT within thirty (30) days of receiving an invoice from the DEPARTMENT based on final actual costs.

VI. MAINTENANCE – RESPONSIBILITIES

- A. Each PARTY shall continue maintenance of its respective right-of-way as identified in the intergovernmental agreement fully executed by the PARTIES on January 28, 2009. (See attached EXHIBIT G.)
- B. The PARTIES agree that each PARTY shall perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- C. Upon recording of the deed of conveyance of the PROPERTY from the TOLLWAY to the DEPARTMENT, as anticipated herein, the DEPARTMENT shall accept full maintenance responsibility for the PROPERTY, including the existing northbound I-39 sign truss (EXHIBIT C) located

approximately 2,100 feet north of Harrison Avenue (approximate station 2746+00).

- D. The DEPARTMENT agrees to continue to maintain its portion of the highway system, including the existing conventional highway interchange lighting installed as part of the PROJECT at and along I-39 and US 20 interchange, which includes energy costs in its entirety and the existing northbound I-39 guardrail systems that begins within the DEPARTMENT's jurisdiction and ends within the TOLLWAY's jurisdiction, the southbound I-39 Dynamic Message Sign "DMS" located approximately 3800-feet south of Harrison Avenue at approximately Station 2686+50 (*see* EXHIBIT H: Dynamic Message Sign "DMS"), and the turnaround located approximately 2070-feet north of Harrison Avenue at approximately station 2745+00.
- E. Whereas coordination and agreement between the TOLLWAY and the DEPARTMENT to ensure removal of snow from the roadways is essential, the TOLLWAY and the DEPARTMENT agree to remove all snow and ice from the roadways under their respective jurisdiction between the I-39/US 20 (Harrison Avenue) interchange and the I-39/I-90 interchange, as further set forth herein: (*See* EXHIBIT I: Snow Removal Tollway):
1. TOLLWAY Snow Removal Responsibility
 - a. EB/WB I-90 to SB I-39, ("Ramp I")
 - i. SB I-39 All lanes up to the relocated crossover (approximately located at station 2745+00)
 - ii. SB I-39 Outside lane and right shoulder from the relocated crossover (approximately located at station 2745+00) and to the SB exit ramp ("Ramp C") gore to US 20 (Harrison Avenue);
 - b. SB I-39 exit ramp ("Ramp C") to US 20 (Harrison Avenue) (Entire Ramp), including the SB to EB (left turn lane) movements from ("Ramp C") onto US 20 (Harrison Avenue);
 - c. NB I-39 entrance ramp ("Ramp A") to NB I-39 (Entire Ramp), including the EB to NB (left turn lane) movements from US 20 (Harrison Avenue) onto ("Ramp A"); and
 - d. NB I-39 to EB/WB I-90
 - i. NB I-39, all Lanes north of the relocated crossover (approximate station 2745-00), including NB I-39 to WB I-90 ("Ramp G") and NB I-39 to EB I-90 ("Ramp H"), and
 - ii. Outside lane and right shoulder from the gore of the entrance ramp ("Ramp A") to north of the relocated crossover (approximate station 2745-00).
 2. DEPARTMENT Snow Removal Responsibility
 - a. US 20 (Harrison Avenue), all Thru Lanes
 - b. NB I-39 exit ramp ("Ramp B") to US 20 (Harrison Avenue) (Entire Ramp), includes both the NB to WB (left turn lane) and NB to EB (right turn lane) movements onto US 20 (Harrison Avenue)
 - c. SB I-39 entrance ramp ("Ramp D") to SB I-39 (Entire Ramp), includes both the WB to SB (left turn lane) and EB to SB (right turn lane) movements from US 20 (Harrison Avenue) onto ("Ramp D")
 - d. NB I-39 (Center and inside lanes); from NB "Ramp A" entrance ramp gore to I-39 and to the relocated crossover (approximate station 2745+00), including the WB to NB (right turn lane) movements from US 20 (Harrison Avenue) onto ("Ramp A")
 - e. SB I-39 (Center lane, inside lane and left shoulder) from the relocated crossover (approximate station 2745+00) and to SB exit ramp ("Ramp C") gore to US 20 (Harrison Avenue), all lanes south of the SB exit ramp ("Ramp C") gore to US 20 (Harrison Avenue) and the SB to WB (right turn lane) movements from ("Ramp C") onto US 20 (Harrison Avenue)

3. All snow removal by the PARTIES shall be accomplished in such a manner as to not block or obstruct any roadway of either PARTY.
 4. The PARTIES agree to periodically review snow removal responsibilities to maximize efficiency, and upon agreement of each PARTY, snow removal responsibilities identified in VI.(E)(1) and VI.(E)(2) above may be revised in writing without formally amending this AGREEMENT. Such revised responsibilities shall be attached to this AGREEMENT.
- F. Upon completion of the PROJECT, the TOLLWAY agrees to continue to maintain its portion of the highway system that is not under the DEPARTMENT's jurisdiction, including the existing conventional highway interchange lighting installed as part of the PROJECT at and along I-39 and I-90 interchange which includes energy costs in its entirety, and the existing SB I-39 guardrail systems that is within the TOLLWAY's jurisdiction (SB I-39 to SB I-39 Exit Gore) and extends into the DEPARTMENT's jurisdiction, SB I-39, approximately station 2745+90 (EXHIBIT C) and the northbound I-39 DMS located at approximately station 2689+00 (EXHIBIT H), new pavement marking along SB I-39 that lie within TOLLWAY jurisdiction "north" of station 2746+00, and other previously agreed to maintenance.
- G. All access control of _____ shall be maintained by the DEPARTMENT in an effort to maintain free traffic movement at points of intersection.
- H. The PARTIES agree to cooperatively manage incidents on their roadways as expeditiously as possible to minimize impact and maximize response efficiency. Each PARTY shall be responsible for incident management within its jurisdictional limits and shall provide reciprocal timely incident response, management and notification as need demands regardless of incident location.

VII. GENERAL PROVISIONS

- A. Wherever in this AGREEMENT approval or review by either of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- B. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the performance 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.
- C. In the event there is a conflict between the terms contained in this AGREEMENT and the attached exhibits, the terms included in this AGREEMENT shall control.
- D. In the event of a dispute between the PARTIES regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or performance of the terms of this AGREEMENT, a representative authorized by the Chief Engineering Officer of the TOLLWAY and a representative authorized by the Deputy Director/Region Two Engineer of the DEPARTMENT shall meet and resolve the issue. In the

event the representatives of the PARTIES cannot mutually agree on the resolution of a dispute, the decision of the Deputy Director/Region Two Engineer of the DEPARTMENT shall be final. Notwithstanding the foregoing, in the event the representatives of the PARTIES cannot mutually agree on the resolution of any dispute related to issues solely involving TOLLWAY right-of-way, the decision of the TOLLWAY'S Chief Engineering Officer shall be final.

- E. The PARTIES agree that in the event any PROJECT work is performed by persons other than DEPARTMENT employees, the provisions of "An Act Regulating Wages of Laborers, Mechanics and other Workers Employed in Public Works by the State, a County or any Political Subdivision or by Anyone Under Contract for Public Works" (820 ILCS 130/1) shall apply to the work.
- F. The PARTIES agree to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation.
- G. 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.
- H. This AGREEMENT may only be modified in writing, which writing must be executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- I. 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.
- J. The failure of the PARTIES to seek redress for a violation of, or to insist upon strict performance of, any condition, covenant, or terms included in this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such covenants, terms, or conditions, or any rights and remedies. 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.
- K. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. In the event of a dispute regarding this AGREEMENT, venue shall lie exclusively in the Circuit Court of DuPage County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.
- L. 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 at the following addresses:

To the TOLLWAY:

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

mnashif@getipass.com

To the DEPARTMENT:

The Illinois Department of Transportation
819 Depot Avenue
Dixon, Illinois 61021
Attn: Region Two/District Two Engineer
Trisha.Thompson@illinois.gov

- M. The PARTIES shall maintain books and records related to the performance of 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, recipients and uses 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”), DEPARTMENT auditors, State of Illinois internal auditors, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours. *See* 30 ILCS 500/20-65.
- N. The DEPARTMENT 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, and to conduct reviews. The DEPARTMENT will fully cooperate in any IG investigation or review and shall not bill the TOLLWAY for such time. Cooperation includes (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 or connected with, or having knowledge of, the performance of this AGREEMENT.
- O. This AGREEMENT terminates upon the earlier of (i) the PARTIES’ written confirmation of the actual final payment for the cost of the work requested by the TOLLWAY identified in Article V.(B)(1), or (ii) five (5) years after its effective date in the event the contracts covering the work requested by the TOLLWAY are not awarded. Notwithstanding the foregoing, all maintenance terms, terms requiring cooperation and terms intended to continue after termination, expressly excluding financial terms, will survive termination of the AGREEMENT and will remain in full force and effect unless otherwise modified pursuant to in Article VII.(H).
- P. The Recitals in this AGREEMENT are agreed to and incorporated as a substantive part of this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Arnaldo Rivera
Chairman/CEO

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____
Omer Osman
Secretary of Transportation

Date: _____

By: _____
Jack Elson
Bureau Chief of Design & Environment

Date: _____

- EXHIBIT A: Proposed Highway Plan Cover sheet (“Location Map”)
- EXHIBIT B: Emergency Turnaround Location Map
- EXHIBIT C: Proposed Jurisdiction and Roadway Maintenance Boundary line and Overhead Sign Truss
- EXHIBIT D: Parcel Transfer
- EXHIBIT E: Legal Description
- EXHIBIT F: Tollway Board Resolution
- EXHIBIT G: IGA dated January 28, 2009
- EXHIBIT H: Dynamic Message Sign “DMS”
- EXHIBIT I: Snow Removal Tollway

Draft

RESOLUTION NO. 22944

Background

Pursuant to past intergovernmental agreements between The Illinois State Toll Highway Authority (“Tollway”) and the Illinois State Police (“ISP”), ISP patrolled and policed the entirety of the Tollway’s toll highway system. Due to the restructuring of ISP’s organizational units, the Tollway and ISP (collectively, “Parties”) negotiated, in two phases, a revised intergovernmental agreement to govern ISP’s provision of such police services.

Phase I of the parties’ revised intergovernmental agreement took effect on January 1, 2024, and the Parties recently completed negotiations regarding Phase II of the revised intergovernmental agreement. The Phase II agreement will take effect January 1, 2025. The Phase II agreement will supersede and replace the Phase I agreement.

As set forth in the Phase II agreement, (i) ISP personnel assigned to ISP Troop 1 and ISP Troop 3 (specifically, Troop 3, Sector 5) will be responsible for policing and patrolling the TOLLWAY’s toll highway system, (ii) ISP will assume all Tollway-related dispatch duties, (iii) the Tollway will compensate ISP for the police services it will provide the Tollway based on a fee for service model, and (iv) ISP will purchase personal property from the Tollway that ISP currently uses to police the Tollway’s toll roads.

It is in the best interest of the Tollway to enter into the Phase II intergovernmental agreement with ISP.

Resolution

Phase II of the revised intergovernmental agreement between The Illinois State Toll Highway Authority and the Illinois State Police, as discussed in Executive Session, is approved. The Chairman and Chief Executive Officer of the

11/21/24

6.5/2

RESOLUTION NO. 22944

Resolution - (continued)

Tollway, subject to the approval of the General Counsel and the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22945

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to settle *ISTHA v. Santa Fe Property, LLC*, 2018 L 050478, an eminent domain matter concerning Tollway parcels TW-3B-16-008.P and TW-3B-16-008.01T.

Resolution

The proposed settlement discussed with the Board of Directors in Executive Session is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board. The Chairman and Chief Executive Officer of the Tollway or the Tollway’s Executive Director is authorized to execute any and all documents necessary to effectuate the settlement 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 22946

Background

The Illinois State Toll Highway Authority (“Tollway”) negotiated a settlement of a workers’ compensation claim filed by Carl Styracula. It is in the best interest of the Tollway to finalize and implement the settlement.

Resolution

The settlement of Carl Styracula’s workers’ compensation claim is approved. The General Counsel is authorized to finalize a settlement agreement consistent with the terms presented to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate the settlement 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

RESOLUTION NO. 22947

Background

The Illinois State Toll Highway Authority (“Tollway”) negotiated a collective bargaining agreement with the Service Employees International Union, Local No. 73 (“Union”), effective July 1, 2023 through June 30, 2027. It is in the best interest of the Tollway to enter into and implement the agreement.

Resolution

The General Counsel is authorized to finalize the collective bargaining agreement between The Illinois State Toll Highway Authority and the Union described to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: *Aronaldo Rivera*
Chairman

RESOLUTION NO. 22948

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Toll Revenue Management and Maintenance Program Services from Electronic Transaction Consultants, LLC pursuant to a Sole Source Contract, Tollway Contract No. 24-0183, for an upper limit of compensation not to exceed \$3,567,500.00. The Tollway is authorized to procure these services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25. This item was previously presented for public hearing and, with no objections having been noted, was approved by the Chief Procurement Officer.

Resolution

The sole source quote from Electronic Transaction Consultants, LLC for the purchase of Toll Revenue Management and Maintenance Program Services is accepted. Contract No. 24-0183 is approved in an amount not to exceed \$3,567,500.00. 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: Arnaldo Rivera
Chairman