

RESOLUTION NO. 23102

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 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. 20815 dated September 24, 2015, on December 17, 2015, pursuant to the terms of the Twenty-Second Supplemental Indenture dated as of December 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series B, in the aggregate principal amount of \$400,000,000 (“2015B Bonds”).

To provide funds to refund the 2008B Bonds originally issued to pay a portion of the costs of the Authority’s long-range capital plan known as the Congestion-Relief Program, in order to achieve debt service savings for the Authority, and as authorized by Resolution No. 20587 dated February 26, 2015, on January 14, 2016, pursuant to the terms of the Twenty-Third Supplemental Indenture dated as of January 1, 2016, between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2016 Series A (Refunding), in the aggregate principal amount of \$333,060,000 (“2016A Bonds”).

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

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Resolution No. 20815 dated September 24, 2015 and amended by Resolution No. 20951 dated February 25, 2016, on June 16, 2016, pursuant to the terms of the Twenty-Fourth Supplemental Indenture dated as of June 1, 2016, between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2016 Series B, in the aggregate principal amount of \$300,000,000 (“2016B Bonds” and collectively with the 2015B Bonds and the 2016A Bonds, “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 \$1,033,060,000 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 (“2025 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 power to issue such 2025 Refunding Bonds. Any 2025 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 2025 Refunding Bonds and to approve and to authorize the execution of the 2025 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 2025 Refunding Bonds.

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Background (continued)

Finally, it is necessary for the Authority to amend certain prior actions in order to account for the modification of the Move Illinois Program authorized by Resolution No. 22780 dated December 14, 2023, which authorized increasing the cost of the Move Illinois Program funding to \$15.2 billion, and Resolution No. 22962 dated December 19, 2024, which authorized the \$2.0 billion Bridging the Future capital program.

Resolution

Incorporation of Background. The Background of this Resolution is hereby incorporated into this text as if set out in full herein.

Issuance of 2025 Refunding Bonds. The Tollway authorizes the issuance and delivery of the 2025 Refunding Bonds in a maximum aggregate principal amount of \$1,033,060,000 for purposes of the Refunding. The 2025 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 2025 Refunding Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2025 Refunding Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (each, a “2025 Refunding Supplemental Indenture”) between the Tollway and the Trustee, supplementing and amending the Trust Indenture.

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Resolution (continued)

In connection with the issuance of each series of 2025 Refunding Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Tollway (“Secretary”) is hereby authorized to attest to, a 2025 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 2025 Refunding Bonds, and (ii) the application of proceeds of the 2025 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 2025 Refunding Bonds. The 2025 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 2025 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 2025 Refunding Bonds determined by the Chairman as desirable to be reflected in the title of the 2025 Refunding Bonds being issued. Each series of 2025 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 2025 Refunding Bonds at such times and on such basis and terms as shall be provided in the related 2025 Refunding Supplemental Indenture.

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Resolution (continued)

The 2025 Refunding Bonds shall be executed by the manual or duly authorized facsimile signatures of the Chairman and the Secretary, and the corporate seal of the Tollway (or facsimile thereof) shall be impressed or otherwise reproduced thereon. The 2025 Refunding Bonds of a series shall be prepared in the form attached to the related 2025 Refunding Supplemental Indenture.

Any portion of the 2025 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 2025 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 2025 Refunding Supplemental Indenture. The 2025 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 2025 Refunding Bond to be redeemed expressed (i) as a percentage not to exceed two percent (2%) of the principal amount of the 2025 Refunding Bonds being redeemed or (ii) as a formula designed to compensate the owner of each 2025 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 2025 Refunding Bonds and reflected in the related 2025 Refunding Supplemental Indenture.

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Resolution (continued)

Sale of Bonds. The Chairman is hereby authorized on behalf of the Tollway to sell all or any portion of the 2025 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. The 2025 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 2025 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 2025 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 2025 Refunding Bonds. The related 2025 Refunding Supplemental Indenture

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Resolution (continued)

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.

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 2025 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 2025 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 2025 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.

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Resolution (continued)

Application of Proceeds. The proceeds from the sale of any series of 2025 Refunding Bonds shall be applied as determined by the Chairman and the Chief Financial Officer of the Tollway and as set forth in the 2025 Refunding Supplemental Indenture authorizing such 2025 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 2025 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 2025 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 2025 Refunding Supplemental Indenture authorizing such 2025 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 2025 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 2025 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 2025 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 2025 Refunding Bonds and the execution and delivery of each 2025 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 2025 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 2025 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 2025 Refunding Bonds and the accomplishment of the Refunding.

Approval of Attorney General. Notwithstanding anything herein to the contrary, the Tollway's approval of each 2025 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)

Amendment of Resolution No. 21350. The Authority hereby amends Resolution No. 21350 dated September 28, 2017 to revise the not to exceed amount of funds that the Chief Financial Officer is authorized to cause to be deposited into the Improvement Account, as defined in the Master Indenture, from an amount that shall not exceed \$9.9 billion to an amount that shall not exceed \$13.1 billion to fund Improvements within the scope of the currently authorized funding for each the Move Illinois Program, as modified by Resolution No. 22780, and the Bridging the Future capital program, as authorized by Resolution No. 22962. The revised not to exceed amount is based on the Consulting Engineer's certified estimate of the cost of the proposed Improvements of the Move Illinois and Bridging the Future capital programs.

Repealer and Effective Date. All resolutions or parts of resolutions in conflict herewith, to the extent of such conflict, are hereby repealed.

Approved by: 
Chairman

RESOLUTION NO. 23103

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to procure Cyber Liability Insurance to provide Privacy and Network Security Coverage for the Tollway.

Pursuant to the Central Management Services’ (“CMS”) master contract with Mesirow Insurance Services, Inc. (“Mesirow”) for Insurance Brokerage Services, the Tollway engaged Mesirow to obtain proposals for Cyber Liability Insurance Coverage, and Mesirow solicited quotes from insurance carriers for such coverage. After a full evaluation of all quotes, the Tollway determined it to be in the best interest of the Tollway to accept Travelers Casualty and Surety Company of America’s quote to provide coverage for the one-year period from January 1, 2026 through January 1, 2027 for \$270,895.00.

Resolution

The quote from Travelers Casualty and Surety Company of America is accepted for the one-year period from January 1, 2026 through January 1, 2027 in an amount not to exceed \$270,895.00. The coverage through Travelers Casualty and Surety Company of America will provide Cyber Liability Insurance Coverage under Tollway Contract 25-1081. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all documentation necessary to effectuate coverage, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 23104

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Okta Software, Maintenance, Support, and Services through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with Matrix Systems Group, Inc., Tollway Contract No. 25-1033, for an upper limit of compensation not to exceed \$1,257,026.52. These goods and/or services are being procured pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the DoIT master contract for the purchase of Okta Software, Maintenance, Support, and Services from Matrix Systems Group, Inc. in an amount not to exceed \$1,257,026.52 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. 23105

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Security Cameras, Readers, Locks, Accessories, and Services through the Central Management Services’ (“CMS”) master contract with A-1 Lock, Inc., Tollway Contract No. 25-1087, for an upper limit of compensation not to exceed \$450,000.00. These goods and/or services are being procured pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Security Cameras, Readers, Locks, Accessories, and Services from A-1 Lock, Inc. in an amount not to exceed \$450,000.00 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: 
Chairman

RESOLUTION NO. 23106

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-25-9305 for Systemwide Fiber Optic Construction Systemwide. The lowest responsive and responsible bidder on Contract No. RR-25-9305 is Western Utility, LLC in the amount of \$3,908,235.88.

Resolution

Contract No. RR-25-9305 is awarded to Western Utility, LLC in the amount of \$3,908,235.88, 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. 23107

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management for Systemwide Bridge Rehabilitation Construction Management on Contract No. RR-25-2019 Systemwide. Structure Designs, Incorporated dba SDI ENGR submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$1,617,775.82. 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 Structure Designs, Incorporated dba SDI ENGR to obtain Construction Management on Contract No. RR-25-2019 with an upper limit of compensation not to exceed \$1,617,775.82, 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. 23108

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management for Bridge Rehabilitation Construction Management on Contract No. RR-25-2020 on the Reagan Memorial Tollway (I-88) between Mile Post 44.5 (Howland Creek) and Mile Post 74.3 (Steward Creek). Bloom Companies, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,685,999.99. 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 Bloom Companies, LLC to obtain Construction Management on Contract No. RR-25-2020 with an upper limit of compensation not to exceed \$3,685,999.99, 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. 23109

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Bulk Rock Salt through the Central Management Services’ (“CMS”) master contracts with Morton Salt, Inc. and Compass Minerals America, Inc., Tollway Contract No. 25-1036, for an aggregate upper limit of compensation not to exceed \$4,820,122.80. These goods and/or services are being procured pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the CMS master contracts for the purchase of Bulk Rock Salt from Morton Salt, Inc. and Compass Minerals America, Inc. in an aggregate amount not to exceed \$4,820,122.80 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: 
Chairman

RESOLUTION NO. 23110

Background

The Illinois State Toll Highway Authority (“Tollway”) plans to rehabilitate the Washington Street bridge over I-88 (“Project”). The City of Naperville (“City”) has maintenance responsibility for certain portions of the bridge and requested that the Tollway include certain of its maintenance items in the Project. The Tollway agreed to do so, subject to the City’s agreement to reimburse the Tollway for the actual cost of the work. The estimated cost of work the Tollway will perform on the City’s behalf is \$386,639.98.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with the City to memorialize the parties’ understandings and responsibilities relative to the work the Tollway will perform on behalf of the City and the City’s obligation to reimburse the Tollway for said work.

Resolution

Tollway staff and the General Counsel are authorized to negotiate and finalize an Intergovernmental Agreement between the Tollway and the City in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE CITY OF NAPERVILLE**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and the CITY OF NAPERVILLE, a body corporate and politic of the State of Illinois (“CITY”), individually referred to as “PARTY” and collectively referred to as “PARTIES.”

RECITALS

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public, is improving certain portions of the Ronald Reagan Memorial Tollway (“I-88”) and its crossroad bridges, including rehabilitating bridge no. 833, Washington Street over I-88 (Mile Post 126.5), as set forth in various contracts, including but not limited to Contract No. I-24-4947 (“PROJECT”);

WHEREAS, the CITY has maintenance responsibility for certain portions of Washington Street, as identified in the intergovernmental agreement between the PARTIES executed February 16, 1999;

WHEREAS, the CITY requests and the ILLINOIS TOLLWAY agrees to include in the PROJECT certain repair items that are the jurisdictional responsibility of the CITY (“CITY WORK”), subject to reimbursement by the CITY to the ILLINOIS TOLLWAY. *See attached EXHIBIT A;*

WHEREAS, by this AGREEMENT, the PARTIES desire to determine and establish their respective responsibilities toward design engineering, mobilization, construction engineering, construction, funding and maintenance of the CITY WORK;

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

WHEREAS, the CITY is authorized to enter into this AGREEMENT by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, a cooperative intergovernmental agreement is appropriate for the above purposes, 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 herein, the PARTIES agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys and prepare the final plans and specifications for the PROJECT, including the CITY WORK (“PROJECT PLANS”).
- B. The CITY will reimburse the ILLINOIS TOLLWAY for the CITY WORK.
- C. The ILLINOIS TOLLWAY shall provide an electronic copy of the PROJECT PLANS to the CITY for its review and comment at the following stages of plan preparation:
 - 30% Complete;
 - 60% Complete (preliminary);
 - 95% Complete (pre-final); and
 - Final.
- D. The CITY shall review the PROJECT PLANS which impact its property within fifteen (15) calendar days of receipt thereof. In the event the CITY disapproves of the PROJECT PLANS, the CITY shall detail, in writing, its specific comments and/or objections and deliver the same to the ILLINOIS TOLLWAY for review and consideration. If the ILLINOIS TOLLWAY does not receive a written response from the CITY within the fifteen (15) calendar day time period, the PROJECT PLANS shall be deemed approved by the CITY.
- E. The PARTIES shall work cooperatively to address and resolve any review comments and/or objections. Any dispute concerning the PROJECT PLANS shall be resolved in accordance with below Article IX.C. of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume overall PROJECT responsibility, including ensuring that all permits and approvals (including but not limited to permits and approvals required by the U.S. Army Corps of Engineers, Illinois Department of Transportation, Illinois Department of Natural Resources, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency) and joint participation and/or force account agreements as may be required by the PROJECT. 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 laws, regulations, requirements and ordinances pertaining to the PROJECT.
- G. At no cost to the ILLINOIS TOLLWAY, the CITY 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 as requested by the ILLINOIS TOLLWAY.

II. RIGHT OF WAY

No transfer of property interests between the PARTIES is required for the PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY is responsible for utility coordination and relocation, as necessary, for the PROJECT, including identifying utility adjustments and making all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- B. If utilities located on CITY property must be adjusted or relocated due to the PROJECT, the CITY agrees to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility, and (ii) issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. In such cases, before the CITY issues a permit, the CITY agrees to secure the ILLINOIS TOLLWAY's written concurrence. Approval of requests relating to such permits will not be unreasonably withheld, provided the proposed activities do not harm or adversely affect operations.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections, and cause the PROJECT to be constructed in accordance with the PROJECT PLANS.
- B. After award of the PROJECT construction contract(s), the ILLINOIS TOLLWAY shall submit any proposed deviation from the PROJECT PLANS that impacts the CITY to the CITY for its approval prior to commencing work on such proposed deviation. If the CITY does not accept the proposed deviation to the PROJECT PLANS, the CITY shall detail, in writing, its specific objections and deliver the same to the ILLINOIS TOLLWAY for review and consideration. If the ILLINOIS TOLLWAY does not receive a written response from the CITY within the fifteen (15) calendar day time period, the proposed deviation shall be deemed approved by the CITY.
- C. After award of the PROJECT construction contract(s), assuming there are no proposed deviations from the PROJECT PLANS that impact the CITY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the CITY prior to commencement of work on the PROJECT.
- D. The CITY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) while the ILLINOIS TOLLWAY is implementing the PROJECT. The CITY shall assign personnel to perform inspections on its behalf and advise the ILLINOIS TOLLWAY's Chief Engineering Officer, in writing, of the identity of the individual(s) assigned to perform said inspections.
- E. The ILLINOIS TOLLWAY shall notify the CITY upon completion of 70% and 100% of all CITY WORK, and the CITY shall inspect the CITY WORK not later than fourteen (14) calendar days after receiving said notice. If the CITY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of the CITY WORK and the PARTIES do not arrange or agree to any other inspection, the CITY WORK shall be deemed accepted by the CITY. At the request of the CITY, the ILLINOIS TOLLWAY's representative shall attend inspection(s). In the event said inspections

disclose work that does not conform to the approved final PROJECT PLANS, the CITY's representative immediately shall give verbal notice of any deficiency to the ILLINOIS TOLLWAY's representative and within seven (7) calendar days thereafter, the CITY shall deliver a written list of the deficiencies to the ILLINOIS TOLLWAY's Chief Engineering Officer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of any necessary corrective work. The PARTIES shall perform such joint re-inspections within ten (10) calendar days after the ILLINOIS TOLLWAY notifies the CITY that the deficiencies have been remedied.

- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT provided that cancellation does not impact the existing conditions of CITY roadways. Upon any such cancellation, the ILLINOIS TOLLWAY shall have no obligation to pay for any cancelled work or any costs or expenses associated therewith.
- G. The PARTIES agree that all PROJECT construction work performed on or within the CITY property shall conform to the then current edition of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as well as the CITY's standard drawings and special provisions included in the PROJECT.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs, subject to reimbursement by the CITY in accordance with this AGREEMENT.
- B. After the ILLINOIS TOLLWAY lets the construction contract(s), the CITY may request supplemental or substitute work to be included in the PROJECT. The ILLINOIS TOLLWAY, based on its sole judgment and discretion, may cause said supplemental or substitute work to be added to the PROJECT, provided that (i) said work will not delay construction of the PROJECT, and (ii) the CITY agrees to pay the full amount of any and all cost increases relating to said work.
- C. As referenced in attached EXHIBIT A, the PARTIES agree that the total estimated cost to the CITY for the CITY WORK is \$386,639.98, which includes the following:
 - 1. \$318,035.24 for the CITY WORK, including but not limited to bridge deck concrete sealer, traffic control and protection, temporary concrete barrier, temporary pavement marking-line 4" - type IV tape, non-special waste disposal - type 1, maintenance of traffic, protective shield and contingency;
 - 2. \$18,173.44 for mobilization;
 - 3. \$16,810.43 for design engineering; and
 - 4. \$33,620.87 for construction engineering.
- D. It is further agreed that notwithstanding the estimated cost, the CITY shall be responsible for the actual costs associated with the CITY WORK.

- E. The PARTIES agree to the following payment terms: (i) 35% due upon receipt of an invoice following execution of this AGREEMENT, but not before January 31, 2026; (ii) 35% due upon receipt of an invoice from the ILLINOIS TOLLWAY, which will be issued after award of the construction contract; and (iii) the remainder, which, based on final actual costs for the CITY WORK, may be greater than or less than 30%, and which shall be due upon receipt of a final invoice from the ILLINOIS TOLLWAY.

VI. MAINTENANCE – DEFINITIONS

For purposes of this AGREEMENT:

- A. “Jurisdiction” means the authority and obligation to administer, control, maintain and operate a roadway and its appurtenances.
- B. “Local road” means any highway, road or street under the jurisdiction of the CITY.
- C. “Maintenance” or “maintain” mean to keep the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the construction, removal and replacement of the maintained facility when needed and, except as otherwise set forth in below Article VII, other activities as more specifically set forth in the following subparts of this Article VI, including but not limited to:
1. “Routine maintenance” means day-to-day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with all applicable federal, state and local laws, regulations, requirements and ordinances.
 2. “Structural maintenance” means to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. “Lighting maintenance” means all aspects of installation, repair, replacement and operation of roadway lighting, including power, but shall not include temporary lighting relating to construction or repair projects.
 4. “Emergency maintenance” means any maintenance activity that must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way that causes or threatens imminent danger or destruction to (i) roadway facilities, (ii) right of way or (iii) the public, including but not limited to restoration of an accident site, chemical or biological removal or remediation, or responses to acts of God or terrorism.
- D. “Drainage facilities” mean both open and enclosed systems. “Drainage structures” mean enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

- E. “Notify,” “give notice” and “notification” mean written, verbal or digital communication from one PARTY to the other PARTY concerning a matter covered by this AGREEMENT. The PARTY transmitting the communication shall create and retain a record that substantiates the content, date, time, manner of communication, identification of sender and recipient and manner in which the recipient may respond to the sender.
- F. “Be responsible for” or “responsibility” mean the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement. Under no circumstances shall the PARTY with the duty or responsibility for the service be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. “Consultation” or “consult with” mean the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond. The PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time period set forth in the notice or, in the case of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY may proceed with the proposed action if deemed necessary by the ILLINOIS TOLLWAY’s Chief Engineering Officer.
- H. “Approve” means the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action when appropriate and to retain a record that documents such consent.
- I. “Grade separation structure” means all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. The PARTIES generally agree that the following three types of bridge structures intersect ILLINOIS TOLLWAY right-of-way:
 - Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. JURISDICTION AND MAINTENANCE – RESPONSIBILITIES

- A. The bridge improvements being constructed as part of the PROJECT under this AGREEMENT are of the following types (as described in above Article VI.J.) and involve the following roadway:

Type of Bridge Structure: Type 2

Affected Roadway: Washington Street

- B. The ILLINOIS TOLLWAY agrees to maintain the toll highway within the limits of this PROJECT in its entirety and its portion of the bridge improvements as indicated below:
1. Excluding items identified in below Article VII.C., all parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments, wingwalls and piers;
 2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 3. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 4. All remaining drainage facilities installed for the purpose of carrying exclusively toll highway drainage; and
 5. Any underpass lighting.
- C. The CITY shall continue its maintenance of the right-of-way of Washington Street and the CITY WORK as indicated below:
1. CITY right-of-way and CITY roadway approaches to the grade separation structure;
 2. The approach slabs and approach embankments outside access control fences;
 3. The wearing surface;
 4. The deck below the wearing surface and above the structural beams;
 5. The approach slabs and approach embankments outside access control fences;
 6. Expansion joints at approach roadway and raised median;
 7. Sidewalks;
 8. Parapet walls;
 9. Guardrail;
 10. Drainage facilities above structural beams and girders and all drainage facilities carrying exclusively CITY drainage;
 11. All lighting except underpass;
 12. All CITY signs and pavement markings; and
 13. Ice and snow removal, which shall be accomplished in such a manner as to not block or obstruct the toll highway below.
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY property.
 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with the Illinois Administrative Code, 92 Ill. Admin. Code 554.605 (Superload Moves).
 3. Any CITY roadway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.

4. 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.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During all construction, the CITY shall continue to maintain all portions of the PROJECT on its property that is not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT PLANS, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the toll highway that are not required to be maintained by their construction contractor(s).
- B. Upon completion of construction and final inspection, each PARTY shall continue to have sole maintenance responsibility for all items of PROJECT construction for which the PARTY is assigned such responsibility herein.

IX. GENERAL PROVISIONS

- A. Wherever in this AGREEMENT approval or review by either PARTY is required, 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 such representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Each representative shall be readily available to the other PARTY. Representatives may be changed, from time to time, by subsequent written notice.
- C. In the event of a dispute regarding the PROJECT PLANS, the construction of the PROJECT and/or the performance of this AGREEMENT, representatives authorized by the ILLINOIS TOLLWAY's Chief Engineering Officer and the CITY's Engineer shall meet to resolve the dispute. In the event they cannot mutually agree on a resolution, the ILLINOIS TOLLWAY's Chief Engineering Officer's decision shall be final. In the event that the PARTIES cannot mutually agree on a resolution of a dispute solely concerning CITY property, the decision of the CITY's Engineer shall be final.
- D. This AGREEMENT may be executed electronically or otherwise and may be executed in two (2) or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument.
- E. The CITY certifies that its correct Federal Tax Identification number is 36-6006013, and it is doing business as a governmental entity, whose mailing address is: City of Naperville, 400 S. Eagle Street, Naperville, Illinois 60540.
- F. The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification no. is 36-2811931, and that it is doing business as a governmental entity, whose mailing address is:

The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.

- G. This AGREEMENT may be modified only by written instrument executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years after the date this AGREEMENT is executed.
- 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. In the event there is a conflict between the terms contained in this document and the attached exhibit, the terms included in this document shall control.
- K. The failure by either PARTY to seek redress for violation of, or to insist upon strict performance of, any conditions, covenants or provisions of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such conditions, covenants or provisions. No provision of this AGREEMENT shall be deemed waived unless such provision is waived in writing by the PARTY charged with waiver.
- L. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. If any provision of this AGREEMENT shall be deemed invalid, inoperative or unenforceable by a court of competent jurisdiction, all other provisions of this AGREEMENT shall continue in full force and effect. In the event of litigation regarding this AGREEMENT, venue and jurisdiction 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.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered (via certified mail, overnight mail delivery or electronic mail delivery), to the following persons, or their designees, at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
mnashif@getipass.com

The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attn: General Counsel
kpasulkabrown@getipass.com

City of Naperville
400 S. Eagle Street
Naperville, Illinois 60540
Attn: City Engineer
HynesA@naperville.il.us

- N. 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”), CITY 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.
- O. The CITY agrees to fully cooperate in any IG investigation conducted pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, and shall not bill the ILLINOIS TOLLWAY for such time. Unless prohibited by law, 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, connected with or having knowledge of, the performance of this AGREEMENT.
- P. All matters set forth in the Recitals are agreed to by the PARTIES, and the PARTIES understand the Recitals are part of this AGREEMENT.

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

THE CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

Attest: _____
Dawn C. Portner
City Clerk

Date: _____

Date: _____

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

RESOLUTION NO. 23111

Background

The Illinois State Toll Highway Authority (“Tollway”) plans to rehabilitate the Midwest Road, Meyers Road, and Raymond Drive bridges over I-88 (“Project”). The County of DuPage (“County”) has maintenance responsibility for certain portions of the bridge and requested that the Tollway include certain of its maintenance items in the Project. The Tollway agreed to do so, subject to the County’s agreement to reimburse the Tollway for the actual cost of the work. The estimated cost of work the Tollway will perform on the County’s behalf is \$1,857,217.06.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with the County to memorialize the parties’ understandings and responsibilities relative to the work the Tollway will perform on behalf of the County and the County’s obligation to reimburse the Tollway for said work.

Resolution

Tollway staff and the General Counsel are authorized to negotiate and finalize an Intergovernmental Agreement between the Tollway and the County in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE COUNTY OF DUPAGE**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois (“COUNTY”), individually referred to as “PARTY” and collectively referred to as “PARTIES.”

RECITALS

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public, is improving certain portions of the Ronald Reagan Memorial Tollway (“I-88”) and its crossroad bridges, including rehabilitation of bridge no. 853, Midwest Road (Mile Post 136.4), bridge no. 851, Meyers Road (Mile Post 135.4) and bridge no. 827, Raymond Drive (Mile Post 124.1) (collectively, “Crossroad Bridges”), as set forth in various contracts, including but not limited to Contract No. I-24-4947 (“PROJECT”);

WHEREAS, the COUNTY has maintenance responsibility for certain portions of the Crossroad Bridges, as identified in intergovernmental agreements between the PARTIES, including Midwest Road, executed April 15, 1998, Meyers Road, executed March 11, 2003, and Raymond Drive, executed February 18, 1999;

WHEREAS, the COUNTY requests and the ILLINOIS TOLLWAY agrees to include in the PROJECT certain repair items that are the jurisdictional responsibility of the COUNTY (“COUNTY WORK”), subject to reimbursement by the COUNTY to the ILLINOIS TOLLWAY. *See attached EXHIBITS A, B and C;*

WHEREAS, by this AGREEMENT, the PARTIES desire to determine and establish their respective responsibilities toward design engineering, mobilization, construction engineering, construction, funding and maintenance of the COUNTY WORK;

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

WHEREAS, the COUNTY is authorized to enter into this AGREEMENT by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001, *et seq.*, and the Illinois Highway Code, 605 ILCS 5/5-101, *et seq.*; and

WHEREAS, a cooperative intergovernmental agreement is appropriate for the above purposes, 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 herein, the PARTIES agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys and prepare the final plans and specifications for the PROJECT, including the COUNTY WORK (“PROJECT PLANS”).
- B. The COUNTY will reimburse the ILLINOIS TOLLWAY for the COUNTY WORK.
- C. The ILLINOIS TOLLWAY shall provide an electronic copy of the PROJECT PLANS to the COUNTY for its review and comment at the following stages of plan preparation:
 - 30% Complete;
 - 60% Complete (preliminary);
 - 95% Complete (pre-final); and
 - Final.
- D. The COUNTY shall review the PROJECT PLANS which impact its property within fifteen (15) business days of receipt thereof. In the event the COUNTY disapproves of the PROJECT PLANS, the COUNTY shall detail, in writing, its specific comments and/or objections and deliver the same to the ILLINOIS TOLLWAY for review and consideration. If the ILLINOIS TOLLWAY does not receive a written response from the COUNTY within the fifteen (15) business day time period, the PROJECT PLANS shall be deemed approved by the COUNTY.
- E. The PARTIES shall work cooperatively to address and resolve any review comments and/or objections. Any dispute concerning the PROJECT PLANS shall be resolved in accordance with below Article IX.C. of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume overall PROJECT responsibility, including ensuring that all permits and approvals (including but not limited to permits and approvals required by the U.S. Army Corps of Engineers, Illinois Department of Transportation, Illinois Department of Natural Resources, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency) and joint participation and/or force account agreements as may be required by the PROJECT. 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 laws, regulations, requirements and ordinances pertaining to the PROJECT.
- G. At no cost to the ILLINOIS TOLLWAY, the COUNTY shall, upon full execution of this AGREEMENT, grant and consent to all rights of access (ingress and egress) and temporary use of its property as requested by the ILLINOIS TOLLWAY for the PROJECT.

II. RIGHT OF WAY

No transfer of property interests between the PARTIES is required for the PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY is responsible for utility coordination and relocation, as necessary, for the PROJECT, including identifying utility adjustments and making all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- B. If utilities located on COUNTY property must be adjusted or relocated due to the PROJECT, the COUNTY agrees to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility, and (ii) issue all permits in a manner consistent with the COUNTY's permitting ordinance for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. Approval of requests relating to such permits will not be unreasonably withheld, provided the proposed activities do not harm or adversely affect operations.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections, and cause the PROJECT to be constructed in accordance with the PROJECT PLANS.
- B. After award of the PROJECT construction contract(s), the ILLINOIS TOLLWAY shall submit any proposed deviation from the PROJECT PLANS that impacts the COUNTY to the COUNTY for its approval prior to commencing work on such proposed deviation. If the COUNTY does not accept the proposed deviation to the PROJECT PLANS, the COUNTY shall detail, in writing, its specific objections and deliver the same to the ILLINOIS TOLLWAY for review and consideration. If the ILLINOIS TOLLWAY does not receive a written response from the COUNTY within the fifteen (15) calendar day time period, the proposed deviation shall be deemed approved by the COUNTY.
- C. After award of the PROJECT construction contract(s), assuming there are no proposed deviations from the PROJECT PLANS that impact the COUNTY, the ILLINOIS TOLLWAY shall provide no less than fifteen (15) business days written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) while the ILLINOIS TOLLWAY is implementing the PROJECT. The COUNTY shall assign personnel to perform inspections on its behalf and advise the ILLINOIS TOLLWAY's Chief Engineering Officer, in writing, of the identity of the individual(s) assigned to perform said inspections.
- E. The ILLINOIS TOLLWAY shall notify the COUNTY upon completion of 70% and 100% of all COUNTY WORK, and the COUNTY shall inspect the COUNTY WORK not later than fourteen (14) calendar days after receiving said notice. If the COUNTY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of the COUNTY WORK and the PARTIES do not arrange or agree to any other inspection, the COUNTY WORK shall be deemed accepted by the COUNTY. At the request of the COUNTY, the ILLINOIS TOLLWAY's representative shall attend

inspection(s). In the event said inspections disclose work that does not conform to the approved final PROJECT PLANS, the COUNTY's representative, as soon as reasonably practical, and no more than five (5) days following the inspection, shall give verbal notice of any deficiency to the ILLINOIS TOLLWAY's representative, and within five (5) calendar days thereafter, the COUNTY shall deliver a written list of the deficiencies to the ILLINOIS TOLLWAY's Chief Engineering Officer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of any necessary corrective work. The PARTIES shall perform such joint re-inspections within ten (10) calendar days after the ILLINOIS TOLLWAY notifies the COUNTY that the deficiencies have been remedied.

- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT provided that cancellation does not impact the existing conditions of COUNTY roadways. Upon any such cancellation, the COUNTY shall have no obligation to pay for any canceled work or any costs or expenses associated therewith.
- G. The PARTIES agree that all PROJECT construction work performed on or within the COUNTY property shall conform to the then current edition of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as well as the COUNTY's standard drawings and special provisions included in the PROJECT.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs, subject to reimbursement by the COUNTY in accordance with this AGREEMENT.
- B. After the ILLINOIS TOLLWAY lets the construction contract(s), the COUNTY may request supplemental or substitute work to be included in the PROJECT. The ILLINOIS TOLLWAY, based on its sole judgment and discretion, may cause said supplemental or substitute work to be added to the PROJECT, provided that (i) said work will not delay construction of the PROJECT, and (ii) the COUNTY agrees to pay the full amount of any and all cost increases relating to said work.
- C. As referenced in attached EXHIBIT A, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 853, Midwest Road (Mile Post 136.4) is \$559,851.52, which includes the following:
 - 1. \$486,827.41 for the COUNTY WORK, including but not limited to bridge deck concrete sealer, protective shield, epoxy crack injection, traffic control and protection, temporary concrete barrier, deck slab repair, maintenance of traffic, temporary pavement marking, contingency and mobilization;
 - 2. \$24,341.37 for design engineering; and
 - 3. \$48,682.74 for construction engineering.

- D. As referenced in attached EXHIBIT B, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 851, Meyers Road (Mile Post 135.4) is \$343,172.73, which includes the following:
1. \$298,411.07 for the COUNTY WORK, including but not limited to bridge deck sealer, epoxy crack injection, temporary concrete barrier, traffic control and protection, protective shield, drainage system cleaning, temporary pavement marking, modified urethane pavement marking and maintenance of traffic, contingency and mobilization;
 2. \$14,920.55 for design engineering; and
 3. \$29,841.11 for construction engineering.
- E. As referenced in attached EXHIBIT C, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 827, Raymond Drive (Mile Post 124.1) is \$954,192.81, which includes the following:
1. \$829,732.55 for the COUNTY WORK, including but not limited to deck slab repair, epoxy crack injection, concrete bridge deck scarification (3/8 inch), bridge deck thin polymer overlay (3/8 inch), protective shield, bridge deck sealer, traffic control and protection, maintenance of traffic, temporary concrete barrier, and temporary pavement marking, contingency and mobilization;
 2. \$41,486.63 for design engineering; and
 3. \$82,973.63 for construction engineering.
- F. The PARTIES agree that the total estimated cost to the COUNTY for COUNTY WORK on the Crossroad Bridges is \$1,857,217.06.
- G. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the COUNTY WORK.
- H. The PARTIES agree to the following payment terms for the COUNTY WORK: (i) 100% of design engineering costs upon execution of this AGREEMENT; (ii) 70% of the estimated construction amount and 70% of the estimated construction engineering amount due upon contract award; and (iii) the remainder, based on final actual costs, due upon receipt of a final invoice from the ILLINOIS TOLLWAY.

VI. MAINTENANCE – DEFINITIONS

For purposes of this AGREEMENT:

- A. “Jurisdiction” means the authority and obligation to administer, control, maintain and operate a roadway and its appurtenances.
- B. “Local road” means any highway, road or street under the jurisdiction of the COUNTY.
- C. “Maintenance” or “maintain” mean to keep the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the

construction, removal and replacement of the maintained facility when needed and, except as otherwise set forth in below Article VII, other activities as more specifically set forth in the following subparts of this Article VI, including but not limited to:

1. "Routine maintenance" means day-to-day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with all applicable federal, state and local laws, regulations, requirements and ordinances.
 2. "Structural maintenance" means to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Lighting maintenance" means all aspects of installation, repair, replacement and operation of roadway lighting, including power, but shall not include temporary lighting relating to construction or repair projects.
 4. "Emergency maintenance" means any maintenance activity that must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way that causes or threatens imminent danger or destruction to (i) roadway facilities, (ii) right of way or (iii) the public, including but not limited to restoration of an accident site, chemical or biological removal or remediation, or responses to acts of God or terrorism.
- D. "Drainage facilities" mean both open and enclosed systems. "Drainage structures" mean enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. "Notify," "give notice" and "notification" mean written, verbal or digital communication from one PARTY to the other PARTY concerning a matter covered by this AGREEMENT. The PARTY transmitting the communication shall create and retain a record that substantiates the content, date, time, manner of communication, identification of sender and recipient and manner in which the recipient may respond to the sender.
- F. "Be responsible for" or "responsibility" mean the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement. Under no circumstances shall the PARTY with the duty or responsibility for the service be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. "Consultation" or "consult with" mean the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond. The PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time period set forth in the notice or, in the case of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY may proceed with the proposed action if deemed necessary by the ILLINOIS TOLLWAY's Chief Engineering Officer.

- H. “Approve” means the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action when appropriate and to retain a record that documents such consent.
- I. “Grade separation structure” means all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. The PARTIES generally agree that the following three types of bridge structures intersect ILLINOIS TOLLWAY right-of-way:
- Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
- Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
- Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. JURISDICTION AND MAINTENANCE – RESPONSIBILITIES

- A. The bridge improvements being constructed as part of the PROJECT under this AGREEMENT are of the following types (as described in above Article VI.J.) and involve the following highways:
- Type of Bridge Structure: Type 3
- Affected Highway: Midwest Road
- Type of Bridge Structure: Type 1
- Affected Highways: Meyers Road and Raymond Drive
- B. The ILLINOIS TOLLWAY agrees to maintain the toll highway within the limits of this PROJECT in its entirety and its portion of the bridge improvements as indicated below:
1. Excluding items identified in below Article VII.C., all parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments, wingwalls and piers;
 2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 3. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 4. All remaining drainage facilities installed for the purpose of carrying exclusively toll highway drainage; and
 5. Any underpass lighting.

- C. The COUNTY shall continue its maintenance of the right-of-way of Midwest Road, Meyers Road and Raymond Drive, and the COUNTY WORK as indicated below:
1. COUNTY right-of-way and COUNTY roadway approaches to the grade separation structure;
 2. The approach slabs and approach embankments outside access control fences;
 3. The wearing surface;
 4. The deck below the wearing surface and above the structural beams;
 5. The approach slabs and approach embankments outside access control fences;
 6. Expansion joints at approach roadway and raised median;
 7. Sidewalks;
 8. Parapet walls;
 9. Guardrail;
 10. Drainage facilities above structural beams and girders and all drainage facilities carrying exclusively COUNTY drainage;
 11. All lighting except underpass;
 12. All COUNTY signs and pavement markings; and
 13. Ice and snow removal, which shall be accomplished in such a manner as to not block or obstruct the toll highway below.
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage (i) affixed to the grade separation structure and relating to travel on the ILLINOIS TOLLWAY, or (ii) placed on ILLINOIS TOLLWAY property. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with the Illinois Administrative Code, 92 Ill. Admin. Code 554.605 (Superload Moves).
 2. Any COUNTY highway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
 3. 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.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During all construction, the COUNTY shall continue to maintain all portions of the PROJECT on its property that is not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT PLANS, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the toll highway that are not required to be maintained by their construction contractor(s).
- B. Upon completion of construction and final inspection, each PARTY shall continue to have sole maintenance responsibility for all items of PROJECT construction for which the PARTY is assigned such responsibility herein.

IX. GENERAL PROVISIONS

- A. Wherever in this AGREEMENT approval or review by either PARTY is required, 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 such representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Each representative shall be readily available to the other PARTY. Representatives may be changed, from time to time, by subsequent written notice.
- C. In the event of a dispute regarding the PROJECT PLANS, the construction of the PROJECT and/or the performance of this AGREEMENT, representatives authorized by the ILLINOIS TOLLWAY's Chief Engineering Officer and the DuPage County Engineer ("COUNTY ENGINEER") shall meet to resolve the dispute. In the event they cannot mutually agree on a resolution, the ILLINOIS TOLLWAY's Chief Engineering Officer's decision shall be final. In the event that the PARTIES cannot mutually agree on a resolution of a dispute solely concerning COUNTY property, the decision of the COUNTY ENGINEER shall be final.
- D. This AGREEMENT may be executed electronically or otherwise and may be executed in two (2) or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument.
- E. The COUNTY certifies that its correct Federal Tax Identification number is 36-6006551, and it is doing business as a governmental entity, whose mailing address is: The DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, Illinois, 60187.
- F. The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification no. is 36-2811931, and that it is doing business as a governmental entity, whose mailing address is: The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- G. This AGREEMENT may be modified only by written instrument executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years after the date this AGREEMENT is executed.
- 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. In the event there is a conflict between the terms contained in this document and the attached exhibit, the terms included in this document shall control.
- K. The failure by either PARTY to seek redress for violation of, or to insist upon strict performance of, any conditions, covenants or provisions of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such conditions, covenants or provisions. No provision of this AGREEMENT shall be deemed waived unless such provision is waived in writing by the PARTY charged with waiver.
- L. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. If any provision of this AGREEMENT shall be deemed invalid, inoperative or unenforceable by a court of competent jurisdiction, all other provisions of this AGREEMENT shall continue in full force and effect. In the event of litigation regarding this AGREEMENT, venue and jurisdiction 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.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered (via certified mail, overnight mail delivery or electronic mail delivery), to the following persons, or their designees, at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
mnashif@getipass.com

With a copy to: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attn: General Counsel
kpasulkabrown@getipass.com

To the COUNTY: The DuPage County Division of Transportation
Jack T. Knuepfer Administration Building
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation
stephen.travia@dupagecounty.gov

- N. 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"), COUNTY 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.

- O. The COUNTY agrees to fully cooperate in any IG investigation conducted pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, and shall not bill the ILLINOIS TOLLWAY for such time. Unless prohibited by law, 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, connected with or having knowledge of, the performance of this AGREEMENT.
- P. All matters set forth in the Recitals are agreed to by the PARTIES, 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 COUNTY OF DUPAGE

By: _____
Deborah A. Conroy, Chair
DuPage County Board

Attest: _____
Jean Kaczmarek, County Clerk

Date: _____

Date: _____

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

RESOLUTION NO. 23112

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. 25-0137, for an upper limit of compensation not to exceed \$10,658,377.00. The Tollway is seeking to procure these services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25. The Tollway currently is working with the State’s Chief Procurement Officer for General Services on the sole source process for this procurement, and a contract will be entered only after all predicate steps are successfully completed.

Resolution

The sole source contract with Electronic Transaction Consultants, LLC for the purchase of Toll Revenue Management and Maintenance Program Services in an amount not to exceed \$10,658,377.00 is approved, subject to satisfaction of all legal and regulatory requirements necessary to enter into a sole source contract for the procurement. 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