

RESOLUTION NO. 23135

Background

Under the State Employees Group Insurance Act of 1971, 5 ILCS 375/11, *et seq.*, The Illinois State Toll Highway Authority (“Tollway”) is obligated to reimburse the state health insurance program (“SEGIP”) for the cost of other post-employment benefits (*i.e.*, medical, dental and life insurance) for retirees who served the Tollway, excluding Illinois State Police Troop 15 retirees (n/k/a “Troop 3, Sector 5” and/or “Troop 1”), by making payment to Central Management Services. This Resolution will allow for the payment of the 2025 premium, as determined by the Director of the Department of Central Management Services, in the total amount of \$9,542,692.14.

Resolution

Reimbursement to Central Management Services of the State of Illinois for the Tollway’s pro-rata share of the State’s cost of medical, dental and life insurance benefits for Tollway retirees receiving benefits through SEGIP in an amount not to exceed \$9,542,692.14 is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all documents necessary to effectuate the reimbursement, 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 and take all other measures in furtherance thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 23136

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to have Stop-Loss Insurance Coverage which is designed to protect the Tollway from excessive claim costs under its Employee Benefits Program. In January 2026, the Tollway issued a request for quotes from the Tollway’s insurance broker Aon Risk Services Central, Inc. for Employee Benefits Stop-Loss Insurance Coverage for the period from March 1, 2026 through February 28, 2027. Based on a review and evaluation of all quotes, it was determined that the quote from Wellpoint Life and Health Insurance Company best meets the Tollway’s needs.

It is in the best interest of the Tollway to enter into an agreement with Wellpoint Life and Health Insurance Company for one year of Stop-Loss Insurance Coverage at the rate of \$88.74 per employee per month for an annual estimated cost of \$1,234,872.00 (Tollway Contract 26-1146).

Resolution

The quote from Wellpoint Life and Health Insurance Company for Stop-Loss Insurance Coverage is accepted for the one-year period from March 1, 2026 through February 28, 2027 in an amount not to exceed \$1,234,872.00. The General Counsel and the Chief Financial Officer are authorized to negotiate final terms and conditions for said coverage and prepare any and all documents necessary to effectuate the appropriate agreements with Wellpoint Life and Health Insurance Company. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all documents necessary to effectuate such coverage, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 23137

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-25-2023 for Bridge Rehabilitation on the Reagan Memorial Tollway (I-88) from Mile Post 124.1 to Mile Post 136.4 and Veterans Memorial Tollway (I-355) at Mile Post 14.6. The lowest responsive and responsible bidder on Contract No. RR-25-2023 is Rausch Infrastructure, LLC in the amount of \$4,499,070.12.

Resolution

Contract No. RR-25-2023 is awarded to Rausch Infrastructure, LLC in the amount of \$4,499,070.12, 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 23138

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-25-4996 for Bridge Rehabilitation on the Tri-State Tollway (I-294) between Mile Post 38.3 (Irving Park Road) and Mile Post 39.3 (CPKC). The lowest responsive and responsible bidder on Contract No. RR-25-4996 is Path Construction Company, Inc. in the amount of \$9,049,581.31.

Resolution

Contract No. RR-25-4996 is awarded to Path Construction Company, Inc. in the amount of \$9,049,581.31, 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

02/19/26

6.2/3

DEFERRED

RESOLUTION NO.

Background

Resolution

RESOLUTION NO. 23139

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22872 dated June 20, 2024, entered into Contract No. I-16-4669 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway and Bridge Construction on the Elgin O’Hare Western Access IL Route 390 and I-490 Interchange. It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-16-4669, in an amount not to exceed \$650,000.00, to provide for additional labor, materials and equipment costs for installing, operating, monitoring and maintaining a dewatering system to remove groundwater from areas that have been excavated for installation of underground utilities. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of compensation on Contract No. I-16-4669 in an amount not to exceed \$650,000.00.

Resolution

An Extra Work Order in the amount of \$650,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-16-4669, increasing the upper limit of compensation from \$181,790,009.71 to \$182,440,009.71, 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 Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 23140

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22487 dated June 16, 2022, entered into an agreement with Bowman Consulting Group, Ltd./OSEH Inc./Alfred Benesch & Company on Contract No. I-21-4809 for Construction Management Services. Pursuant to the Tollway’s request, Bowman Consulting Group, Ltd./OSEH Inc./Alfred Benesch & Company submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-21-4809 in an amount not to exceed \$2,000,000.00, increasing the upper limit of compensation on Contract No. I-21-4809 from \$15,900,000.00 to \$17,900,000.00. It is necessary and in the best interest of the Tollway to accept Bowman Consulting Group, Ltd./OSEH Inc./Alfred Benesch & Company’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an amended agreement with Bowman Consulting Group, Ltd./OSEH Inc./Alfred Benesch & Company, consistent with the aforementioned proposal, to increase the upper limit of compensation on Contract No. I-21-4809 by \$2,000,000.00. The amended agreement is 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: _____



Chairman

RESOLUTION NO. 23141

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Asphalt Crack-Sealant Material. Pursuant to Tollway Invitation for Bid No. 25-0112, the Tollway determined that Davidson Trucking, Inc. (d.b.a. Davidson Construction Supply) is the lowest responsive and responsible bidder for Asphalt Crack-Sealant Material for an upper limit of compensation not to exceed \$355,500.00.

Resolution

The bid from Davidson Trucking, Inc. (d.b.a. Davidson Construction Supply) for the purchase of Asphalt Crack-Sealant Material is accepted. Contract No. 25-0112 is approved in an amount not to exceed \$355,500.00. 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: 
Chairman

RESOLUTION NO. 23142

Background

Pursuant to a Letter of Understanding between the Tollway and the Illinois Department of Transportation (“IDOT”), the Tollway removed and replaced the I-90 bridge over US Route 20 at Milepost 15.8. The new bridge is a longer two-span structure allowing for six traffic lanes, a variable width median and a ten-foot wide bike path. IDOT committed to pay the Tollway \$3,429,338.16 in fiscal year 2026 for the work required to remove and replace the bridge.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with IDOT to memorialize the parties’ understandings relative to payment for the above-described work.

Resolution

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

Approved by: 
Chairman

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

This INTERGOVERNMENTAL AGREEMENT (“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 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 ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public, improved the Jane Addams Memorial Tollway (“I-90” or “Toll Highway”) from the John F. Kennedy Expressway to Interstate Route 39, as set forth in various construction contracts, including ILLINOIS TOLLWAY Construction Contract Nos. I-08-5540 and I-08-5541 (“PROJECT”);

WHEREAS, to accommodate future widening of U.S. Business Route 20, the DEPARTMENT requested that as part of the PROJECT, the ILLINOIS TOLLWAY remove and replace the Toll Highway bridge over U.S. Business Route 20 at Milepost 15.8 with a longer two-span structure with center piers located within the median of U.S. Business Route 20, which would allow for six (6) twelve (12) foot wide through traffic lanes, a variable width median, and a ten (10) foot wide bike path on the south side of the roadway (“DEPARTMENT WORK”);

WHEREAS, the ILLINOIS TOLLWAY agreed to perform the work requested by the DEPARTMENT subject to reimbursement of agreed upon actual costs therefor, which agreement the PARTIES memorialized in a Letter of Understanding (LOU) dated May 5, 2008, *see* attached EXHIBIT A;

WHEREAS, the ILLINOIS TOLLWAY has completed the PROJECT, including the DEPARTMENT WORK, and the PARTIES have agreed upon the final actual costs of the DEPARTMENT WORK, *see* attached EXHIBIT B;

WHEREAS, the PARTIES are entering into this AGREEMENT to memorialize their respective rights relative to the DEPARTMENT’s financial participation and reimbursement obligations regarding the DEPARTMENT 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 DEPARTMENT is authorized to enter into this AGREEMENT by virtue of its powers as set forth in the Illinois Highway Code, 605 ILCS 5/4-101, *et seq.*, ; and

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

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

I. CONSTRUCTION

The ILLINOIS TOLLWAY completed the PROJECT, including the DEPARTMENT WORK. *See Ex. A.*

II. FINANCIAL

- A. The PARTIES acknowledge that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment of \$3,429,338.16 for the DEPARTMENT WORK.
- B. The ILLINOIS TOLLWAY shall provide an invoice to the DEPARTMENT for the DEPARTMENT WORK within sixty (60) days of the execution of this AGREEMENT. The DEPARTMENT shall program and obligate its funding commitment in fiscal year 2026.
- C. The PARTIES acknowledge that the DEPARTMENT's above-recited funding obligation is, now and at all times, subject to State appropriations sufficient to pay such obligation. As such appropriation(s) may be made, and subject to their not being cancelled, diminished or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY

III. MAINTENANCE

Each PARTY shall continue to maintenance its respective rights-of-way as identified in the PARTIES' General Maintenance Agreement dated December 21, 1960.

IV. GENERAL PROVISIONS

- A. 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.
- B. 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.

governmental entity with monitoring and/or auditing authority, upon reasonable notice and during normal business hours.

- H. 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. The DEPARTMENT agrees to fully cooperate in any IG investigation and agrees that it shall not bill the ILLINOIS TOLLWAY for any time it spends cooperating in such investigations. 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.
- I. The Recitals in this AGREEMENT are agreed to and incorporated as a substantive part of this AGREEMENT.
- J. This AGREEMENT terminates upon the earlier of (i) the DEPARTMENT's payment of the amount stated in Article II, or (ii) three (3) years after its effective date. Notwithstanding the foregoing, all maintenance terms, terms requiring cooperation and terms intended to continue after termination, expressly excluding financial terms, will survive termination of this AGREEMENT and will remain in full force and effect unless otherwise amended as provided in Article IV.B.

SIGNATURE PAGE TO FOLLOW

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

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Gia Biagi
Secretary of Transportation

By: _____ Date: _____
Vicki L. Wilson
Chief Fiscal Officer and Director of
Finance & Administration

Approved as to Form:

By: _____ Date: _____
Michael Prater
Chief Counsel

By: _____ Date: _____
Lora Rensing, P.E.
Director of Highways Project Implementation

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Arnaldo Rivera
Chairman/CEO

Date: _____

By: _____
Cathy Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

RESOLUTION NO. 23143

Background

The January 1, 2025 intergovernmental agreement between The Illinois State Toll Highway Authority (“Tollway”) and the Illinois State Police (“ISP”) governs ISP’s provision of police services on the Tollway’s toll highways (“IGA”). The Tollway and ISP modified and supplemented the IGA to include additional provisions regarding background investigations, which ISP will perform within the timeframes set forth in second amendment to the IGA. The Tollway will compensate ISP in accordance with the fee schedule agreed to by the parties.

Resolution

The General Counsel is authorized to negotiate and finalize the second amendment to the January 1, 2025 intergovernmental agreement, consistent with the draft amendment presented to the Board. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute the amendment, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

Backgrounds	Category												
	SCOPE OF INVESTIGATION	A	AL	BL	BLS	C	DF	DL	F	AL-I	J	Repo 08	Repo 09
Verify Date and Place of Birth (ISP 4-020)	X												
Verify Education (ISP 4-157) (include copy of transcripts)	X	X								X			
Verify Employment (ISP 4-026) 10 years (or since 18th Birthday) Cadets -10 years (or since 16th Birthday) *5 years (or since 18th Birthday)	X X	X	X	X			X*			X			
Review of Home Agency Background Investigation (MEG & TF Applicants) ** MEG/TF applicants - Review BG & employee records from current LEA; if unable to, then follow Cat. AL guidelines for employment verification. ** MEG/TF applicants with no prior LEA experience- BG becomes a Cat AL.										**X			
Military Records - DD-214 (if applicable)													
Most Recent Evaluation if Prior State Employee		X									X		
References (ISP 4-021) *5 references (3 developed) **3 references (2 developed) ***3 references (1 developed) ****2 references	X*	X**	X***	X***			X****			X**			
Neighborhood Canvass (ISP 4-021), Landlord Reference (ISP 4-021a) (Residences over the last 10 years)	X	X											
Traffic and Criminal Records Check (ISP 4-025) (Circuit Clerk, State, County & Local Police Dept. & State's Attorney's Office)	X	X	X	X	X	X	X	X	X	X	X	X	X
Fingerprints (*Cadets are fingerprinted at Orientation by BIU Staff)	X	X	X	X	X	X*			X	X	X	X	X
LEADS, TRACS, DOO ICASE, INDICES, VITAL (checked by BIU)	X	X	X	X	X	X	X	X	X	X		X	X
Immediate Family Criminal Record Check (ISP 4-029)	X	X							X				
Credit Check (ISP 4-022) (Credit Report provided by BIU)	X	X	X				X	X	X	X			
Personal Interview (ISP 4-024a) (*not required for interns)	X	X	X*	X					X	X			
Confidential Report (ISP 4-004) (if derogatory information developed)	X	X	X	X					X	X			
Summary with Recommendation (Cadets Only)	X												
Supplemental Report (ISP 4-027) (If needed)													
Professional License Check (if applicable, include in ISP 4-027)	X	X					X	X	X				
Social Networking Sites (when available, include in ISP 4-027)	X	X	X	X					X				
Tattoo, Body Art, Intentional Body Modification Declaration (ISP 1-251)	X												
Category A -Cadet (sworn) positions within ISP and other State Police agencies outside Illinois (4-024-Release for Personal Info. form is valid for 1 year after form was signed & dated).													
Category A Limited - ISP civilian positions, chaplains and *MEG/Task Force Inspector applicants with no previous LEA employment history.													
Category B Limited - ISP contractual employees hired through a temp agency for an extended period of time.													
Category B Limited Special - ISP bldg./badge access for ISP maintenance/janitorial staff (SPARC), cafeteria workers (Arena) & IT-related positions including contractual positions.													
Category B Limited Special (continued) (i.e. CPI or other private vendors having access to confidential information).													
Category C - CHQ bldg. access for ISP paid intern applicants.													
Category D Full - OEIG, OSFM -Criminal justice agencies requesting a more extensive background (*OEIG applicants are NOT fingerprinted by DII/BIU Investigators).													
Category D Full (continued) OSFM background investigations include fingerprinting the applicants using a specific ORI # designated for OSFM applicants.													
Category D Limited - Criminal justice agencies requesting a less extensive background - i.e. OSFM, OEIG (this Category is not used as often as the Category D Full BG investigation).													
Category F - DoIT Corporate positions.													
Category AL-I - MEG/Task Force Inspector (Review BG & records of current LEA; if unable to do so, then follow Cat. AL Employment Section guidelines.)													
Exception to Category I: If MEG/Task Force Inspector applicant has no prior LEA employment history, background investigation will become a Category AL.													
Category J - ISP recent retirees (within one year) returning on contract (75-day state contract or through temporary employment agency, for any length of time).													
Repository (Repo) 08 - (External) BG requests from in-state & out-of-state LEA's regarding an applicant who may also have records on file with ISP that would be helpful to their BG investigation.													
Repo 08 also includes BG checks for employees that work for another state agency (CMS, ILNG) & require CHQ access. This also includes construction crews working on site.													
Repository (Repo) 09 - (Internal) ISP Internship Program (non-paid interns) coordinated through ISP Recruitment. This category is also for any ISP fingerprint requests.													



Illinois State Police Background Investigation Fee Schedule - Category A Limited

<i>Service Item</i>	<i>Description</i>	<i>Rate (\$/hr)</i>	<i>Estimated Hours</i>	<i>Cost</i>
Initial Case Intake	Review request & open investigation file	45	1	45
Background Investigation Investigator Work	Birth verification, verify education, verify employment, personnel file review, reference interviews, neighborhood investigation, traffic and criminal records check, fingerprinting, immediate family criminal history review, credit check, applicant interview, intel analyst checks, social media checks, report writing	38.5	40	1540
Criminal Intelligence Analyst Work	Digital footprint check	52.5	5	262.5
Administrative Fees	Document processing & record retention	45	1	45
Total Cost				\$1,892.50

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE POLICE
AND
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
REGARDING POLICING SERVICES ON THE TOLL HIGHWAYS**

Pursuant to Article II.B of the January 1, 2025 Intergovernmental Agreement (“Agreement”) between the Illinois State Police (“ISP”), an Illinois law enforcement agency, and The Illinois State Toll Highway Authority (“TOLLWAY”), an administrative agency of the State of Illinois (collectively, “PARTIES”), the PARTIES agree to this Second Amendment to the Agreement (“Amendment”) as set forth herein. The PARTIES wish to modify and supplement the Agreement regarding background investigations. For purposes of this Amendment, the phrases “pre-employment,” “prospective employees,” and “prospective TOLLWAY employees” include within their scope individuals who are not current TOLLWAY employees and are candidates for a TOLLWAY telecommunications position requiring access to ISP’s MACH system, as well as current TOLLWAY employees who are candidates to move to a TOLLWAY telecommunications position requiring access to ISP’s MACH system.

I. RECITALS

WHEREAS, the ISP’s MACH system contains confidential, public safety, and law enforcement sensitive information;

WHEREAS, the TOLLWAY is an Illinois State agency with telecommunications personnel who require access to the ISP’s MACH system;

WHEREAS, no prospective TOLLWAY employee may access the ISP’s MACH system unless and until the employee has passed, at a minimum, a Category A Limited Background Investigation, as described in this Amendment;

WHEREAS, the scope of a pre-employment Category A Limited Background Investigation is described in Exhibit D and incorporated by reference;

WHEREAS, a pre-employment Category A Limited Background Investigation will confirm that supplied qualifications and credentials are genuine as well as provide some level of assurance as to whether a prospective employee is a suitable fit;

WHEREAS, the ISP has the ability and resources within its agency to conduct pre-employment Category A Limited Background Investigation;

WHEREAS, the PARTIES have agreed that at the TOLLWAY’s request, the ISP will perform and report on pre-employment Category A Limited Background Investigations for prospective TOLLWAY employees who require access to the ISP’s MACH system within the timeframes set

forth in this Amendment on the condition that the TOLLWAY will pay the ISP to perform and report on such pre-employment Category A Limited Background Investigations as agreed and set forth herein, and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the PARTIES agree to supplement Article III.D. and Article VI. Scope of Responsibilities of the Agreement as follows:

III. GENERAL PROVISIONS

D. ISP DIVISION OF INTERNAL INVESTIGATION (DII).

The PARTIES acknowledge that pursuant to the Illinois State Police Law, 20 ILCS 2605/2605-50, the Division of Internal Investigation has the authority to initiate internal Illinois State Police investigations, and at the direction of the Governor, investigate complaints of official misconduct by State officers and all State employees as well as the authority outlined in Article VI.B.8.

VI. SCOPE OF RESPONSIBILITIES

A. JOINT RESPONSIBILITIES OF THE PARTIES – The PARTIES and their employees shall:

6. Ensure that any prospective TOLLWAY employee who requires access to MACH has passed, at a minimum, a Category A Limited Background Investigation as described in section VI.B.8 before the employee is granted access to MACH.

B. ISP'S RESPONSIBILITIES

8. Division of Internal Investigation (“DII”) – this division shall perform duties and responsibilities consistent with Sections 2605-10 and 2605-50 of the Illinois State Police Law, including but not limited to:
 - a. Within ___ days of receiving a written submission with all necessary information from the TOLLWAY, the ISP will complete a Category A Limited Background Investigation, including quality control, on a prospective TOLLWAY employee who will require access to MACH. The scope of Category A Limited Background Investigations is described in Ex. D.
_____.
 - b. DII’s Category A Limited Background Investigations will be performed pursuant to the fee schedule attached as Exhibit E and incorporated by reference.
 - c. The ISP will determine whether a prospective TOLLWAY employee is allowed to have access to MACH. The ISP’s determination is not an employment determination.

- d. Within 7 days after completing a Category A Limited Background Investigation, the ISP will provide the TOLLWAY with written notification advising whether the prospective TOLLWAY employee is allowed to have access to MACH.
- e. If the ISP becomes aware of information that disqualifies a TOLLWAY employee from accessing MACH (despite prior authorization), the ISP will immediately terminate access and promptly notify the TOLLWAY access is terminated.

C. TOLLWAY'S RESPONSIBILITIES

- 7. Whenever a prospective TOLLWAY employee requires access to MACH, the TOLLWAY will:
 - a. Send DII a signed Authorization for Release of Personal Information Form (ISP 4-28), a Personal References Form (ISP 2-210), a Personal Information for Background Investigation Form (ISP 3-038), and an Authorization for Release of Personal Information Form (ISP 4-28) for that prospective TOLLWAY employee.
 - b. The TOLLWAY will ensure that it only sends DII the forms required for a Category A Limited Background Investigation if a prospective TOLLWAY employee requires access to MACH as a part of the employee's job duties.
 - c. The TOLLWAY will ensure that all TOLLWAY employees who have access to MACH complete mandatory privacy and security training and an acknowledgement of such training prior to accessing MACH.
 - d. On an annual basis, the TOLLWAY will review and determine whether each employee who has authorized access to MACH continues to require access to MACH. If the TOLLWAY determines that an employee no longer requires access to MACH, the TOLLWAY will promptly notify the ISP that the employee's access should be terminated. If the TOLLWAY has an employee with access to MACH who separates from employment, the TOLLWAY will promptly notify the ISP.
 - e. If the ISP notifies the TOLLWAY that a TOLLWAY employee is disqualified from accessing MACH, the TOLLWAY will immediately direct the employee to no longer attempt to access MACH.
 - f. The TOLLWAY is solely and exclusively responsible for all employment decisions concerning prospective TOLLWAY employees, including whether to hire and retain them, and its decisions will not be inconsistent with the ISP's determination as to whether a prospective TOLLWAY employee can access MACH.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, duly authorized representatives of the PARTIES have executed this Second Amendment to the Agreement on the dates set forth below.

**THE STATE OF ILLINOIS
ILLINOIS STATE POLICE**

**THE ILLINOIS STATE
TOLL HIGHWAY AUTHORITY**

By: _____
Brendan Kelly, Director

By: _____
Arnaldo Rivera, Chairman and Chief
Executive Officer

Date: _____

Date: _____

By: _____
Cassandra Rouse, Executive Director

Date: _____

By: _____
Cathy Williams, Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown, General
Counsel

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

Backgrounds	Category												
	SCOPE OF INVESTIGATION	A	AL	BL	BLS	C	DF	DL	F	AL-I	J	Repo 08	Repo 09
Verify Date and Place of Birth (ISP 4-020)	X												
Verify Education (ISP 4-157) (include copy of transcripts)	X	X								X			
Verify Employment (ISP 4-026) 10 years (or since 18th Birthday) Cadets -10 years (or since 16th Birthday) *5 years (or since 18th Birthday)	X X	X	X	X			X*			X			
Review of Home Agency Background Investigation (MEG & TF Applicants) ** MEG/TF applicants - Review BG & employee records from current LEA; if unable to, then follow Cat. AL guidelines for employment verification. ** MEG/TF applicants with no prior LEA experience- BG becomes a Cat AL.										**X			
Military Records - DD-214 (if applicable)													
Most Recent Evaluation if Prior State Employee		X									X		
References (ISP 4-021) *5 references (3 developed) **3 references (2 developed) ***3 references (1 developed) ****2 references	X*	X**	X***	X***			X****			X**			
Neighborhood Canvass (ISP 4-021), Landlord Reference (ISP 4-021a) (Residences over the last 10 years)	X	X											
Traffic and Criminal Records Check (ISP 4-025) (Circuit Clerk, State, County & Local Police Dept. & State's Attorney's Office)	X	X	X	X	X	X	X	X	X	X	X	X	X
Fingerprints (*Cadets are fingerprinted at Orientation by BIU Staff)	X	X	X	X	X	X*			X	X	X	X	X
LEADS, TRACS, DOO ICASE, INDICES, VITAL (checked by BIU)	X	X	X	X	X	X	X	X	X	X		X	X
Immediate Family Criminal Record Check (ISP 4-029)	X	X								X			
Credit Check (ISP 4-022) (Credit Report provided by BIU)	X	X	X				X	X		X	X		
Personal Interview (ISP 4-024a) (*not required for interns)	X	X	X*	X						X	X		
Confidential Report (ISP 4-004) (if derogatory information developed)	X	X	X	X						X	X		
Summary with Recommendation (Cadets Only)	X												
Supplemental Report (ISP 4-027) (If needed)													
Professional License Check (if applicable, include in ISP 4-027)	X	X					X	X		X			
Social Networking Sites (when available, include in ISP 4-027)	X	X	X	X						X			
Tattoo, Body Art, Intentional Body Modification Declaration (ISP 1-251)	X												
Category A -Cadet (sworn) positions within ISP and other State Police agencies outside Illinois (4-024-Release for Personal Info. form is valid for 1 year after form was signed & dated).													
Category A Limited - ISP civilian positions, chaplains and *MEG/Task Force Inspector applicants with no previous LEA employment history.													
Category B Limited - ISP contractual employees hired through a temp agency for an extended period of time.													
Category B Limited Special - ISP bldg./badge access for ISP maintenance/janitorial staff (SPARC), cafeteria workers (Arena) & IT-related positions including contractual positions.													
Category B Limited Special (continued) (i.e. CPI or other private vendors having access to confidential information).													
Category C - CHQ bldg. access for ISP paid intern applicants.													
Category D Full - OEIG, OSFM -Criminal justice agencies requesting a more extensive background (*OEIG applicants are NOT fingerprinted by DII/BIU Investigators).													
Category D Full (continued) OSFM background investigations include fingerprinting the applicants using a specific ORI # designated for OSFM applicants.													
Category D Limited - Criminal justice agencies requesting a less extensive background - i.e. OSFM, OEIG (this Category is not used as often as the Category D Full BG investigation).													
Category F - DoIT Corporate positions.													
Category AL-I - MEG/Task Force Inspector (Review BG & records of current LEA; if unable to do so, then follow Cat. AL Employment Section guidelines.)													
Exception to Category I: If MEG/Task Force Inspector applicant has no prior LEA employment history, background investigation will become a Category AL.													
Category J - ISP recent retirees (within one year) returning on contract (75-day state contract or through temporary employment agency, for any length of time).													
Repository (Repo) 08 - (External) BG requests from in-state & out-of-state LEA's regarding an applicant who may also have records on file with ISP that would be helpful to their BG investigation.													
Repo 08 also includes BG checks for employees that work for another state agency (CMS, ILNG) & require CHQ access. This also includes construction crews working on site.													
Repository (Repo) 09 - (Internal) ISP Internship Program (non-paid interns) coordinated through ISP Recruitment. This category is also for any ISP fingerprint requests.													



Illinois State Police Background Investigation Fee Schedule - Category A Limited

<i>Service Item</i>	<i>Description</i>	<i>Rate (\$/hr)</i>	<i>Estimated Hours</i>	<i>Cost</i>
Initial Case Intake	Review request & open investigation file	45	1	45
Background Investigation Investigator Work	Birth verification, verify education, verify employment, personnel file review, reference interviews, neighborhood investigation, traffic and criminal records check, fingerprinting, immediate family criminal history review, credit check, applicant interview, intel analyst checks, social media checks, report writing	38.5	40	1540
Criminal Intelligence Analyst Work	Digital footprint check	52.5	5	262.5
Administrative Fees	Document processing & record retention	45	1	45
Total Cost				\$1,892.50

RESOLUTION NO. 23144

Background

Work under Contract I-21-4738 for Elgin O'Hare Western Access Tollway (I-490) Railroad Track Relocation from south of Grand Avenue to Irving Park Road (IL 19); Retaining Wall Construction on the Tri-State (I-294) to Franklin Avenue Earthwork Excavation; Western Access Tollway (I-490) Touhy Avenue (IL 72) to Old Higgins Road, Mile Post 5.6 Mile Post 5.75, which The Illinois State Toll Highway Authority ("Tollway") awarded to Lorig Construction Company ("Lorig"), has been significantly delayed, and the delays have given rise to claims by Lorig for additional compensation. As a result of informal negotiations, the parties resolved their disputes as set forth in a written Settlement Agreement. It is the Tollway's best interest to resolve Lorig's claims pursuant to the parties' Settlement Agreement.

Resolution

The Settlement Agreement is approved. The General Counsel is authorized to negotiate and finalize the 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 Interim Agreement and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman