

RESOLUTION NO. 22841

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”) requires the Tollway to provide, to the extent reasonably obtainable and/or otherwise described in the Indenture, liability insurance coverage for the protection of Tollway property and personnel, as well as coverage for claims of injury and property damage to others. Current coverage expires June 1, 2024. It is advisable to continue the coverage.

In 2019, Central Management Services (“CMS”) entered into a master contract with Mesirow Insurance Services, Inc. (“Mesirow”) to provide Insurance Brokerage Services. Pursuant to the master contract, the Tollway engaged Mesirow to obtain proposals for liability insurance protection.

The Consulting Engineers have certified to the Tollway that the amounts of said coverage are in accordance with the requirements of the Indenture.

To maintain the required insurance protection for Tollway property and personnel, it is in the best interest of the Tollway to accept the offers of the various insurance companies placed through Mesirow Insurance Services, Inc. The proposal includes a primary layer of insurance up to \$1,553,100.00 provided by Lexington Insurance Company, the remainder of the primary layer, up to a total of \$5,000,000 will be provided by other carriers. The total premium amount for all coverages, which includes both primary and excess coverage for up to \$150,000,000.00, will be an amount not to exceed \$6,000,000.00.

Resolution

Lexington Insurance Company is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period of June 1, 2024 to June 1, 2025. The primary layer of \$5,000,000.00 is subject to a retention of \$1,000,000.00 per occurrence.

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It is acknowledged that Mesirow Insurance Services, Inc. has secured offers from various vendors to provide primary insurance above the limit of Lexington Insurance Company's policy and layers of excess liability coverage for a combined limit of \$150,000,000.00 per occurrence and in the aggregate for the period of June 1, 2024 to June 1, 2025.

Total premiums and fees for the referenced insurance policies and coverages and the broker service fee will not exceed \$6,000,000.00, including any applicable surplus lines tax.

The above-described coverage and premium limit is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the insurance contracts, 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

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Background

Pursuant to the provisions of the Toll Highway Act (“Act”), 605 ILCS 10/1, *et seq.*, The Illinois State Toll Highway Authority (“Tollway”) is authorized to provide for the construction, operation, regulation, and maintenance of toll highways in the State of Illinois (“Tollway System”).

Pursuant to the Act and the Amended and Restated Trust Indenture between the Tollway and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (“Trustee”), effective March 31, 1999, and as supplemented and amended to the date of adoption of this Resolution (“Master Indenture”), the Tollway is authorized to issue revenue bonds for any lawful purpose including, among others, extending and improving the Tollway System.

Resolution No. 19480 dated August 25, 2011, as modified by Resolution No. 21244 dated April 27, 2017, and as further modified by Resolution No. 22780 dated December 14, 2023, authorized a \$15.2 billion capital plan for the Tollway System named “Move Illinois: The Illinois Tollway Driving the Future” to finance the capital needs of the existing Tollway System and to finance certain expansions of the Tollway System intended to improve regional mobility (“Move Illinois Program”).

The Tollway has determined that the costs of the Move Illinois Program are to be paid from available Tollway funds and from the proceeds of its \$4.8 billion aggregate principal amount of previously issued revenue bonds described in the following paragraph and additional revenue bonds to be issued from time to time.

In furtherance of, and to provide funds to pay a portion of the costs of, the Move Illinois Program: (i) on May 16, 2013, as authorized by Resolution No. 19825 dated December 13, 2012, and pursuant to the terms of the Fifteenth Supplemental Indenture dated as of May 1, 2013 between the Tollway and the

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Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2013 Series A, in the aggregate principal amount of \$500 million (“2013A Bonds”); (ii) on June 4, 2014, as authorized by Resolution No. 19825 dated December 13, 2012, and pursuant to the terms of the Eighteenth Supplemental Indenture dated as of June 1, 2014 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series B, in the aggregate principal amount of \$500 million (“2014B Bonds”); (iii) on December 4, 2014, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Nineteenth Supplemental Indenture dated as of December 1, 2014 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series C, in the aggregate principal amount of \$400 million; (iv) on July 30, 2015, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Twenty-First Supplemental Indenture dated as of July 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series A, in the aggregate principal amount of \$400 million; (v) on December 17, 2015, as authorized by Resolution No. 20815 dated September 24, 2015, and 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 million; (vi) on June 16, 2016, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, and pursuant to 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 million; (vii) on December 6, 2017, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, as further amended by Resolution No. 21350 dated September 28, 2017, and pursuant to the terms of

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the Twenty-Fifth Supplemental Indenture dated as of December 1, 2017 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2017 Series A, in the aggregate principal amount of \$300 million; (viii) on July 11, 2019, as authorized by Resolution No. 21477 dated February 22, 2018, and pursuant to the terms of the Twenty-Seventh Supplemental Indenture dated as of July 1, 2019 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2019 Series A, in the aggregate principal amount of \$300 million; (ix) on December 17, 2020, as authorized by Resolution No. 21477 dated February 22, 2018 and Resolution No. 22104 dated October 15, 2020, and pursuant to the terms of the Thirtieth Supplemental Indenture dated as of December 1, 2020, between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2020 Series A, in the aggregate principal amount of \$500 million; (x) on December 16, 2021, as authorized by Resolution No. 22180 dated February 25, 2021 and Resolution No. 22288 dated September 9, 2021, and pursuant to the terms of the Thirty-First Supplemental Indenture dated as of December 1, 2021 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2021 Series A, in the aggregate principal amount of \$700 million; and (xi) on May 18, 2023, as authorized by Resolution No. 22288 dated September 9, 2021, and Resolution No. 22457 dated May 19, 2022, and pursuant to the terms of the Thirty-Second Supplemental Indenture dated as of May 1, 2023 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2023 Series A, in the aggregate principal amount of \$500 million (“2023A Bonds”).

On January 4, 2024, as authorized by Resolution No. 22029 dated May 21, 2020, and pursuant to the terms of the Thirty-Third Supplemental Indenture dated as of January 1, 2024 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2024 Series A (Refunding), in

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the aggregate principal amount of \$873.71 million, to provide funds to refund all of the Tollway's 2013A Bonds and 2014B Bonds for the purpose of reducing debt service.

Resolution No. 22643 dated March 30, 2023 authorized the issuance and delivery of \$500 million of Additional Senior Bonds (as defined in the Master Indenture) pursuant to Section 204 of the Master Indenture for the purpose of paying costs relating to the Move Illinois Program. The entirety of such authorization remains unissued ("Remaining 2023 New Money Bonds").

Resolution

The Tollway has determined that it is advisable, necessary and in the Tollway's best interests to authorize, as supplemental authority to the authority to issue the Remaining 2024 New Money Bonds, the issuance and delivery of \$1 billion of Additional Senior Bonds for the purpose of paying costs relating to the Move Illinois Program ("2024 New Money Bonds"), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest. The Tollway, by virtue of all applicable laws, has the power to issue such 2024 New Money Bonds.

It is necessary for the Tollway to approve and to authorize execution of one or more Fixed Rate Supplemental Indentures, Bond Purchase Agreements, and certain other documents and agreements and to perform other acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the 2024 New Money Bonds, including, but not limited to, acts taken in connection with the marketing, sale, issuance or documentation thereof.

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Any 2024 New Money Bonds authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Master Indenture), now or hereafter outstanding under the Master Indenture and shall be secured by the Master Indenture, as supplemented and amended as authorized herein, or as may be supplemented and amended in the future.

The Tollway is authorized to issue and deliver the 2024 New Money Bonds in an aggregate principal amount not to exceed \$1 billion to fund a portion of the costs relating to the Move Illinois Program. The 2024 New Money Bonds may be issued from time to time in one or more series as Additional Senior Bonds in said maximum aggregate principal amount or such lesser principal amount, all as may be determined by the Chairman and Chief Executive Officer of the Tollway (“Chairman”).

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

In connection with the issuance of each series of 2024 New Money Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Tollway (“Secretary”) is hereby authorized to attest to, a 2024 Supplemental Indenture meeting the requirements of the Master Indenture in substantially the form of supplemental indentures heretofore executed and delivered in connection with the issuance of fixed rate revenue bonds to finance costs related to the Move Illinois Program, with such revisions, insertions and modifications necessary therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (i) the dating, series designation, denominations, interest payment dates, redemption provisions, registration and

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transfer of the 2024 New Money Bonds, and (ii) the application of proceeds of the 2024 New Money Bonds for paying costs of the Move Illinois Program, 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, and modifications thereof.

Terms of 2024 New Money Bonds. The 2024 New Money Bonds of each series shall be designated "Toll Highway Senior Revenue Bonds" with such additions, modifications or revisions as shall be determined to be necessary by the Chairman at the time of sale of the 2024 New Money Bonds to reflect the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, and any other authorized features of the 2024 New Money Bonds determined by the Chairman as desirable to be reflected in the title of the 2024 New Money Bonds being issued. The 2024 New Money Bonds of a series shall mature no later than twenty-five (25) years from their date. Each series of 2024 New Money Bonds shall bear interest at a rate or rates not to exceed 8.00 percent per annum. Interest shall be payable on each series of 2024 New Money Bonds semiannually at such times and on such terms as shall be provided in the related Supplemental Indenture.

The 2024 New Money 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 2024 New Money Bonds of a series shall be prepared in the form attached to the related Supplemental Indenture.

Any portion of the 2024 New Money Bonds may be issued as bonds, the interest on which is includible in the gross income of the owner thereof for

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federal income tax purposes (“Taxable Bonds”) if determined by the Chairman to be beneficial to the Tollway.

Redemption. The 2024 New Money Bonds of a series may be made subject to redemption prior to maturity at the option of the Tollway, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each 2024 New Money Bond to be redeemed expressed as a percentage not to exceed two percent (2%) of the principal amount of the 2024 New Money Bonds being redeemed. Certain of the 2024 New Money Bonds may be made subject to redemption by Sinking Fund Installments (as defined in the Master 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 Supplemental Indenture.

Notwithstanding the foregoing, such 2 percent (2%) limitation on the redemption premium for 2024 New Money Bonds to be redeemed shall not apply in the case of Taxable Bonds where the redemption price is based upon a formula designed to compensate the owner of the 2024 New Money Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a “make-whole” redemption price (“Make-Whole Redemption Price”). At the time of sale of the 2024 New Money Bonds, the Chairman, by execution of a Bond Purchase Agreement (as hereafter defined), shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price. The terms and provisions of any applicable Make-Whole Redemption Price shall be set forth in the related Supplemental Indenture.

Sale of Bonds. The Chairman is hereby authorized on behalf of the Tollway to sell all or any portion of the 2024 New Money Bonds through negotiated sale

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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 2024 New Money 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 fixed rate revenue bonds of the Tollway issued to finance costs related to the Move Illinois Program, with such revisions, insertions, 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, and modifications thereof.

Additionally, the Chairman is hereby authorized on behalf of the Tollway to sell all or any portion of the 2024 New Money Bonds by method of competitive sale to one or more underwriter(s) providing bids, based upon lowest true interest cost to the Tollway. The 2024 New Money Bonds sold through competitive sale may be sold and delivered to the underwriter(s) subject to the terms and conditions of one or more Notices of Sale and Bid Forms between the Tollway and the underwriter(s) (each, a “Notice of Sale and Bid Form”), 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 Notice of Sale and Bid Form in substantially the form attached to Resolution No. 22457, with such

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revisions, insertions, 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, and modifications thereof.

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

Preliminary Official Statement. The preparation, use and distribution of one or more Preliminary Official Statements relating to the 2024 New Money 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 issued to finance costs related to the Move Illinois Program or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the 2024 New Money Bonds proposed to be issued, including the application of the proceeds thereof and shall describe accurately the current financial condition of the Tollway System and the parties to the financing. The proposed use by the underwriters of an Official Statement (in substantially the form of the related Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the 2024 New Money Bonds being sold) is hereby approved. The Chairman is authorized and directed to execute the

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Official Statement on behalf of the Tollway, and the Chairman’s execution thereof shall constitute conclusive evidence of the Chairman’s approval and the Tollway’s approval of any changes to the form of Preliminary Official Statement authorized herein.

Application of Proceeds. The proceeds from the sale of any series of 2024 New Money Bonds shall be applied as determined by the Chairman and the Chief Financial Officer of the Tollway and as set forth in the Supplemental Indenture authorizing such 2024 New Money Bonds, as follows:

- (i) to the payment of costs related to the Move Illinois Program;
- (ii) to make any required deposit to the Debt Reserve Account held under the Master Indenture;
- (iii) the amount representing accrued interest received, if any, to the first interest becoming due on the bonds sold;
- (iv) to the payment of interest to become due on the bonds of such series for a period not later than three years from the date of issuance of such bonds as shall be determined by the Chairman in connection with the issuance of such bonds;
- (v) to pay customary expenses related to the issuance of such bonds; and
- (vi) to such other purposes that are not inconsistent with the terms and provisions of this Resolution.

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

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Continuing Disclosure. The Chairman is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Tollway's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as applicable to the 2024 New Money Bonds of each series, in substantially the form previously used in connection with the issuance of fixed rate revenue bonds issued by the Tollway to finance costs of the Move Illinois Program, with such revisions, insertions 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 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 are authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable in connection with the issuance of the 2024 New Money Bonds and the execution and delivery of each Supplemental Indenture, Bond Purchase Agreement, Notice of Sale, Official Statement and Continuing Disclosure Agreement.

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

Costs of Issuance. The Chief Financial Officer of the Tollway is authorized to pay the costs of issuance of the 2024 New Money Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys'

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fees, upfront and annual rating agency fees, upfront and annual trustee fees, the premium or fee for bond insurance, if any, and all other reasonable and necessary fees, expenses and costs of the Tollway incurred in connection with the issuance of the 2024 New Money Bonds.

Approval of Attorney General. Notwithstanding anything herein to the contrary, the Tollway's approval of each Supplemental Indenture and Bond Purchase 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.

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.

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

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22843

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring High-Resolution Aerial Photography Subscription Services. Pursuant to Tollway Invitation for Bid No. 23-0120R, the Tollway determined that Nearmap US, Inc. is the lowest responsive and responsible bidder for High-Resolution Aerial Photography Subscription Services for an upper limit of compensation not to exceed \$467,460.00 for an initial three-year term and an amount not to exceed \$493,929.00 for a possible three-year renewal term.

Resolution

The bid from Nearmap US, Inc. for the purchase of High-Resolution Aerial Photography Subscription Services is accepted. Contract No. 23-0120R is approved in an amount not to exceed \$467,460.00 for an initial three-year term and an amount not to exceed \$493,929.00 for a possible three-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22844

Background

Pursuant to Tollway Contract No. 14-0051R, The Illinois State Toll Highway Authority (“Tollway”) purchased Diversity Management Web-Based Application, Support, and Maintenance Services from AskReply, Inc. The Tollway requires additional Diversity Management Web-Based Application, Support, and Maintenance Services. It is in the best interest of the Tollway to amend Contract No. 14-0051R and increase the upper limit of compensation by an amount not to exceed \$76,171.56.

Resolution

The amendment and associated increase to the upper limit of compensation for Contract No. 14-0051R for the purchase of additional Diversity Management Web-Based Application, Support, and Maintenance Services from AskReply, Inc. is approved in an amount not to exceed \$76,171.56, increasing the upper limit of compensation from \$880,700.00 to \$956,871.56. The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22845

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Replacement Doors and Hardware. Pursuant to Tollway Invitation for Bid No. 24-0040, the Tollway determined that Sure Lock & Key Locksmith LLC is the lowest responsive and responsible bidder for Replacement Doors and Hardware for an upper limit of compensation not to exceed \$54,720.00 for an initial three-year term and an amount not to exceed \$53,100.00 for a possible three-year renewal term.

Resolution

The bid from Sure Lock & Key Locksmith LLC for the purchase of Replacement Doors and Hardware is accepted. Contract No. 24-0040 is approved in an amount not to exceed \$54,720.00 for an initial three-year term and an amount not to exceed \$53,100.00 for a possible three-year renewal term. The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22846

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Electrical Wire and Cable. Pursuant to Tollway Invitation for Bid No. 24-0030, the Tollway determined that J. P. Simons & Co. is the lowest responsive and responsible bidder for Electrical Wire and Cable for an upper limit of compensation not to exceed \$338,265.00.

Resolution

The bid from J. P. Simons & Co. for the purchase of Electrical Wire and Cable is accepted. Contract No. 24-0030 is approved in an amount not to exceed \$338,265.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22847

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Automotive Painting and Crash Repair Services. Pursuant to Tollway Invitation for Bid No. 24-0027, the Tollway determined that Ward Auto Body, Inc. is the lowest responsive and responsible bidder for Automotive Painting and Crash Repair Services for an upper limit of compensation not to exceed \$345,950.00.

Resolution

The bid from Ward Auto Body, Inc. for the purchase of Automotive Painting and Crash Repair Services is accepted. Contract No. 24-0027 is approved in an amount not to exceed \$345,950.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22848

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-23-4928 for Grading Improvements on the Jane Addams Memorial Tollway (I-90) at Mile Post 62.2 (Barrington Road) and Veterans Memorial Tollway (I-355) at Mile Post 8.8 (127th Street). The lowest responsive and responsible bidder on Contract No. I-23-4928 is Foundation Mechanics, LLC in the amount of \$2,724,118.00.

Resolution

Contract No. I-23-4928 is awarded to Foundation Mechanics, LLC in the amount of \$2,724,118.00, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other contract award requirements, and (iii) execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: 
Chairman

RESOLUTION NO. 22849

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-4933 for Noise Abatement Wall Repairs on the Tri-State Tollway (I-94) between (i) Mile Post 10.3 (Milwaukee Avenue) and Mile Post 12.7 (O’Plaine Road), and (ii) the Tri-State Tollway (I-294) between Mile Post 1.2 (Chicago Road) and Mile Post 52.0 (Sanders Road). The lowest responsive and responsible bidder on Contract No. RR-23-4933 is MYS, Inc. in the amount of \$3,222,525.00.

Resolution

Contract No. RR-23-4933 is awarded to MYS, Inc. in the amount of \$3,222,525.00, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other contract award requirements, and (iii) execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22850

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-4934 for Noise Abatement Wall Repairs Systemwide. The lowest responsive and responsible bidder on Contract No. RR-23-4934 is Foundation Mechanics, LLC in the amount of \$3,398,000.00.

Resolution

Contract No. RR-23-4934 is awarded to Foundation Mechanics, LLC in the amount of \$3,398,000.00, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other contract award requirements, and (iii) execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22851

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-4938 for Pavement Repairs on the Reagan Memorial Tollway (I-88) between Mile Post 44.2 (US 30) and Mile Post 76.1 (IL 251). The lowest responsive and responsible bidder on Contract No. RR-23-4938 is Microsurfacing Contractors, LLC in the amount of \$4,966,009.99.

Resolution

Contract No. RR-23-4938 is awarded to Microsurfacing Contractors, LLC in the amount of \$4,966,009.99, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other contract award requirements, and (iii) execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Arnaldo Rivera

Chairman

RESOLUTION NO. 22852

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-4939 for Pavement Repairs on the Reagan Memorial Tollway (I-88) between Mile Post 76.1 (IL 251) and Mile Post 113.6 (IL 56). The lowest responsive and responsible bidder on Contract No. RR-23-4939 is K-Five Construction Corporation/Denler, Inc. (JV) in the amount of \$7,196,238.00.

Resolution

Contract No. RR-23-4939 is awarded to K-Five Construction Corporation/Denler, Inc. (JV) in the amount of \$7,196,238.00, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other contract award requirements, and (iii) execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: Arnaldo Rivera

Chairman

RESOLUTION NO. 22853

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-24-4950 for Sewer Repair on the Jane Addams Memorial Tollway (I-90) at Mile Post 70.3 (Arlington Heights Road). The lowest responsive and responsible bidder on Contract No. RR-24-4950 is Lorig Construction Company in the amount of \$1,239,283.68.

Resolution

Contract No. RR-24-4950 is awarded to Lorig Construction Company in the amount of \$1,239,283.68, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other contract award requirements, and (iii) execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Arnaldo Rivera

Chairman

RESOLUTION NO. 22854

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22516 dated August 18, 2022, entered into Contract No. I-21-4835 with Walsh Construction Company II, LLC. for Roadway and Bridge Reconstruction on the Tri-State Tollway (I-294) Northbound I-294/I-290/I-88 Interchange from Mile Post 30.5 (Roosevelt Road) to Mile Post 32.4 (St. Charles Road). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-21-4835, in an amount not to exceed \$11,350,000.00, to provide compensation for schedule recovery in the form of premium time for extended shifts and weekend work, resequencing of work, and additional labor, materials and equipment. 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 a Change Order/Extra Work Order increasing the upper limit of compensation on Contract No. I-21-4835 in an amount not to exceed \$11,350,000.00.

Resolution

A Change Order/Extra Work Order in the amount of \$11,350,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-21-4835, increasing the upper limit of compensation from \$210,471,132.00 to \$221,821,132.00, is approved. The Chair 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 22855

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22150 dated December 17, 2020, entered into Contract No. I-20-4533 with Judlau Contracting, Inc. for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) between Mile Post 32.4 (St. Charles Road) and Mile Post 33.5 (North Avenue). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-20-4533, in an amount not to exceed \$8,700,000.00, to provide compensation for schedule recovery in the form of premium time for extended shifts and weekend work, resequencing work operations, coordination related to work over railroad land and tracks, additional labor, material and equipment, and railroad services required to complete work on railroad property. 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 a Change Order/Extra Work Order increasing the upper limit of compensation on Contract No. I-20-4533 in an amount not to exceed \$8,700,000.00.

Resolution

A Change Order/Extra Work Order in the amount of \$8,700,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-20-4533, increasing the upper limit of compensation from \$123,282,655.18 to \$131,982,655.18, is approved. The Chair 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 22856

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22345 dated November 18, 2021, entered into Contract No. I-21-4738 with Lorig Construction Company for Railroad Track Relocation, Retaining Wall Construction, and Earthwork Excavation on the Elgin O’Hare Western Access Tollway (I-490) South of Grand Avenue to Irving Park Road (IL 19) and on the Tri-State Tollway (I-294) to Franklin Avenue, Mile Post 5.6 (Touhy Avenue IL 72) to Mile Post 5.75 (Old Higgins Road). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-21-4738, in an amount not to exceed \$7,500,000.00, to provide compensation for schedule recovery in the form of premium time for extended shifts and weekend work, resequencing work operations, coordination related to work over railroad land and tracks, and additional labor, material and equipment. 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-21-4738 in an amount not to exceed \$7,500,000.00.

Resolution

An Extra Work Order in the amount of \$7,500,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-21-4738, increasing the upper limit of compensation from \$116,479,516.93 to \$123,979,516.93, is approved. The Chair 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. 22857

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22326 dated October 21, 2021, entered into Contract No. I-21-4732 with Walsh Construction Company II, LLC for Railroad Bridge Construction and Earthwork on the Elgin O’Hare Western Access Tollway (I-490) from Franklin Avenue to south of Irving Park Road (IL-19) and on the Jane Addams Memorial Tollway (I-90) from Mile Post 62.00 to Mile Post 62.25 (Barrington Road). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-21-4732, in an amount not to exceed \$8,000,000.00, to provide compensation for schedule recovery in the form of premium time for extended shifts and weekend work, resequencing work operations, coordination related to work over railroad land and tracks, and additional labor, material, equipment and insurance. 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-21-4732 in an amount not to exceed \$8,000,000.00.

Resolution

An Extra Work Order in the amount of \$8,000,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-21-4732, increasing the upper limit of compensation from \$229,020,135.70 to \$237,020,135.70, is approved. The Chair 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: Arnaldo Rivera
Chairman

RESOLUTION NO. 22858

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Planning Studies Upon Request on Contract No. I-24-4944, Systemwide. Alfred Benesch & Company submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$5,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Alfred Benesch & Company to obtain Planning Studies Upon Request on Contract No. I-24-4944 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22859

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Bridge Reconstruction on Contract No. RR-24-4943 on the Reagan Memorial Tollway (I-88) at Mile Post 138.7 (York Road). Pinpoint Precision, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$1,366,509.04. 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 Pinpoint Precision, LLC to obtain Construction Management Services on Contract No. RR-24-4943 with an upper limit of compensation not to exceed \$1,366,509.04, 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. 22860

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22018 dated April 30, 2020, entered into an agreement with HR Green, Inc. on Contract No. I-19-4478 for Construction Management Services.

Per Tollway request, HR Green, Inc. submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-19-4478 in an amount not to exceed \$2,500,000.00, increasing the upper limit of compensation on Contract No. I-19-4478 from \$15,500,000.00 to \$18,000,000.00. It is necessary and in the best interest of the Tollway to accept HR Green, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an amended agreement with HR Green, Inc., consistent with the aforementioned proposal, to increase the upper limit of compensation on Contract No. I-19-4478 by \$2,500,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the amended agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22861
AMENDING RESOLUTION NO. 19583

Background

Because The Illinois State Toll Highway Authority (“Tollway”) is required to reimburse utility companies with prior rights for costs they incur to protect, adjust or relocate their facilities and appurtenances to avoid conflict with Tollway improvement projects, by Resolution No. 19583 dated December 15, 2011 (as amended by Resolution No. 21001 dated March 23, 2016, Resolution No. 21407 dated October 26, 2017, Resolution No. 21452 dated December 21, 2017 and Resolution No. 22025 dated April 30, 2020), the Board of Directors authorized the expenditure of up to \$442,000,000 to cover such costs:

The authorized funding was based upon initial and revised estimates of costs utility companies would incur to protect, adjust or relocate their facilities and appurtenances to avoid conflict with Tollway improvement projects.

Based on developments encountered during the continued advancement and progression of work, and in view of savings realized in certain corridors, the Tollway’s Engineering Department determined that amounts authorized to cover reimbursable utility costs should be revised and that an additional \$76,000,000.00 should be added to amounts previously authorized. The specific corridors and estimated expenditures for reimbursement of utility costs relative to each corridor are as follows:

- Jane Addams Memorial Tollway (I-90) - \$68,800,000
- Veteran’s Memorial (I-355) - \$600,000
- Reagan Memorial (I-88) - \$1,000,000
- Tri-State Tollway (I-94/I-294) - \$132,100,000
- Elgin O’Hare Western Access - \$314,000,000
- I-294/I-57 Interchange - \$1,500,000

05/16/24

6.4/14

RESOLUTION NO. 22861
AMENDING RESOLUTION NO. 19583

Resolution (continued)

Tollway Resolution No. 19583 is further amended to increase the amount budgeted to cover costs utility companies with prior rights have and will incur to protect, adjust or relocate their facilities and appurtenances to avoid conflict with Tollway improvement projects as set forth above, increasing the total budgeted amount that may be expended for this purpose from \$442,000,000 to \$518,000,000 (inclusive of all prior expenditures).

Approved by: 
Chairman

RESOLUTION NO. 22862

Background

The Illinois State Toll Highway Authority (“Tollway”) plans to reconstruct the York Road bridge over Tollway ramps connecting I-88 and I-294 (“Project”). The Village of Oak Brook (“Village”) has maintenance responsibility for portions of the York Road bridge and has requested that the Tollway include certain of its maintenance work in the Project. The Tollway agreed to include the Village’s requested work in its Project subject to the Village’s agreement to reimburse the Tollway, in full, for the actual cost of the work.

The estimated cost of the Village work the Tollway agreed to include in the Project is \$4,484,383.81. The Village agreed to reimburse the Tollway for this estimated amount or the actual cost of the additional work the Tollway agreed to perform, whichever amount is higher.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with the Village to memorialize the parties’ understandings and responsibilities relative to the work the Tollway will perform and the Village’s obligation to reimburse the Tollway for work performed pursuant to the Village’s request.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway and the Village in substantially the form attached to this Resolution. The General Counsel is authorized to finalize the intergovernmental agreement. 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 VILLAGE OF OAK BROOK**

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 VILLAGE OF OAK BROOK, a municipal corporation of the State of Illinois (“VILLAGE”), 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 Reagan Memorial Tollway (I-88) (“Toll Highway”) and is reconstructing bridge no. 279, York Road over ramps connecting I-88 and I-294 (I-88 at Mile Post 138.7), as set forth in various ILLINOIS TOLLWAY contracts including but not limited to ILLINOIS TOLLWAY Design Contract No. RR-22-4847 and Construction Contract No. **RR-xx-xxxx** (“PROJECT”);

WHEREAS, the VILLAGE has maintenance responsibility for certain portions of York Road bridge, as identified in the intergovernmental agreement between the PARTIES executed November 16, 2000, *see* attached EXHIBIT A;

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

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

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

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

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

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained 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 VILLAGE WORK.
- B. The VILLAGE will reimburse the ILLINOIS TOLLWAY for the VILLAGE WORK.
- C. The ILLINOIS TOLLWAY shall provide an electronic copy of the PROJECT plans and specifications to the VILLAGE for its review and comment at the following stages of plan preparation:
- 30% Complete;
 - 60% Complete (preliminary);
 - 90% Complete (pre-final); and
 - Final.
- D. The VILLAGE shall review the PROJECT plans and specifications which impact its right-of-way within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval by the VILLAGE of the VILLAGE WORK plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the VILLAGE WORK plans and specifications. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- E. The PARTIES shall work cooperatively to address and resolve any review comments and/or objections. Any dispute concerning the PROJECT plans and specifications shall be resolved in accordance with 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 U.S. Army Corps of Engineers, Illinois Department of Transportation, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency etc.) and joint participation and/or force account agreements as may be required by the PROJECT are secured by the PARTIES in support of general PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and all applicable federal, state and local regulations and requirements pertaining to work proposed for the PROJECT.

- G. In conjunction with the PROJECT, upon review and satisfaction of applicable federal, state and local statutes, rules, regulations and ordinances, the VILLAGE shall, upon full execution of this AGREEMENT, grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right-of-way to the ILLINOIS TOLLWAY, at no cost to the ILLINOIS TOLLWAY, for the purpose of construction of the PROJECT.

II. RIGHT OF WAY

No transfer of property interests between the PARTIES is required for the PROJECT or the VILLAGE WORK, 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 agrees to provide the VILLAGE the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE right-of-way that require adjustment or relocation as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to or relocations of the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments or relocations in the design of PROJECT improvements.
- C. At all locations where utilities are located on VILLAGE right-of-way that must be adjusted or relocated due to the PROJECT work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and agrees to issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections, and cause the PROJECT including the VILLAGE WORK to be constructed in accordance with the respective plans and specifications.
- B. After award of the construction contract(s), any proposed deviation from the PROJECT plans and specifications shall be submitted to the VILLAGE for approval prior to commencing work on such proposed deviation. The VILLAGE shall review the proposed deviation and indicate approval or disapproval thereof in writing. If the proposed deviation to the PROJECT plans and specifications is not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within

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

- C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of the VILLAGE WORK that impacts VILLAGE right-of-way. The VILLAGE shall assign personnel to perform inspections on shall deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Article IX.K. of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall notify the VILLAGE upon completion of 70% and 100% of all VILLAGE WORK, and the VILLAGE shall inspect such the VILLAGE WORK not later than fourteen (14) calendar days after receiving said notice. If the VILLAGE does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all VILLAGE WORK and the PARTIES do not agree to any other inspection arrangements, the VILLAGE WORK shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall attend inspection(s). In the event said inspections disclose work that does not conform to the approved final VILLAGE plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver, within five (5) calendar days, a written list identifying such deficiencies to the 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 seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY 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 work due to circumstances either known or unknown at the time of bidding or arising after entering into contract(s), in accordance with Section 109.06 Canceled Items Provision of the most current edition of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Upon any such cancellation, the ILLINOIS TOLLWAY shall have no obligation to pay for any cancelled work costs or expenses.
- G. The PARTIES agree that all PROJECT construction work performed on or within the VILLAGE right-of-way 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.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs, subject to reimbursement by the VILLAGE for the VILLAGE WORK.
- B. The VILLAGE may request, after the ILLINOIS TOLLWAY lets the construction contract(s), to add supplemental or substitute work, and the ILLINOIS TOLLWAY may cause said supplemental or substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT and the VILLAGE agrees to pay for any and all cost increases relating to said work in full.
- C. As identified in attached EXHIBIT B, it is mutually agreed by the PARTIES that the total estimated cost to the VILLAGE for the VILLAGE WORK is \$4,484,383.81, which includes the following:
 - 1. \$3,399,288.00 for VILLAGE WORK rehabilitation items, including but not limited to hot mix asphalt surface removal, epoxy coated reinforcement bars, combination concrete curb and gutter, hot mix asphalt replacement, concrete superstructure, structural repair, pavement connector and approach slab, temporary concrete barrier and mobilization;
 - 2. \$48,750.00 for contractor's quality program;
 - 3. \$172,402.00 for contingency;
 - 4. \$473,943.81 for design engineering costs; and
 - 5. \$390,000.00 for construction engineering costs.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the VILLAGE WORK. *See Recitals.*
- E. The PARTIES agree to the following payment terms: 35% due upon ILLINOIS TOLLWAY's Notice to Proceed as defined in Section 101.45 of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction relative to the VILLAGE WORK, 35% due upon substantial completion of the VILLAGE WORK and the remainder, based on final actual costs, due one (1) year after substantial completion of the VILLAGE WORK.

VI. MAINTENANCE – DEFINITIONS

For purposes of this AGREEMENT:

- A. The terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the construction, removal, replacement of the maintained facility when needed and, unless specifically excluded in 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," refers to 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 state laws and local ordinances.
 2. "Structural maintenance," refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Lighting maintenance," refers to all aspects of installation, repair, replacement and operation of roadway lighting, including power, but shall not include temporary lighting relating to construction or repair projects.
 4. "Emergency maintenance," refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way that causes or threatens imminent danger or destruction to roadway facilities or right of way of the PARTIES; to the public and/or to public health, safety or welfare, including but not limited to accident restoration; chemical or biological removal or remediation; or response to acts of God or terrorism.
- B. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- C. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- D. The terms "notify," "give notice" and "notification" refer to 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.
- E. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement. 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.

- F. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond. 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.
- G. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action when appropriate and to retain a record documenting its consent.
- H. The PARTIES generally agree that three types of bridge structures intersect ILLINOIS TOLLWAY right of way as follows:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system and a grade separation structure have been constructed between the local road and the toll highway.

VII. MAINTENANCE – RESPONSIBILITIES

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

Type of Bridge Structure: Type 3

Affected Highway: York Road

- 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 Article VII. C. below, 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 VILLAGE shall continue its maintenance of the right-of-way of York Road and the VILLAGE WORK as indicated below:
1. The wearing surface;
 2. The deck below the wearing surface and above the structural beams;
 3. The approach slabs;
 4. Expansion joints at approach roadway and raised median;
 5. Parapet walls, railings and architectural metal lettering on the outer parapet walls;
 6. Guardrail;
 7. Drainage facilities above structural beams and girders and all drainage facilities carrying exclusively VILLAGE drainage;
 8. All lighting except underpass;
 9. All VILLAGE signs and pavement markings;
 10. The multiuse path adjacent to York Road; and
 11. 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 right-of-way.
 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 VILLAGE highway 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 construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE right-of-way that are not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT's approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by their construction contractor(s).

- B. All items of PROJECT construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE. All items of PROJECT construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

IX. GENERAL PROVISIONS

- A. Wherever in this AGREEMENT approval or review by either of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- B. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the performance of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- C. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Village Engineer shall meet to resolve the issue. In the event they cannot mutually agree on the resolution of a dispute concerning the same as it relates to any issues involving the ILLINOIS TOLLWAY right-of-way or the maintenance responsibilities of the ILLINOIS TOLLWAY hereunder, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final. In the event that the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Village Engineer cannot mutually agree on a resolution of any dispute concerning the same as it relates to issues on or solely involving VILLAGE right-of-way, the decision of the VILLAGE's Village Engineer shall be final.
- D. 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.
- E. The VILLAGE certifies that its correct Federal Tax Identification no. is 36-6009534 and that it is doing business as a governmental entity whose mailing address, for purposes of this AGREEMENT, is: The Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, Illinois 60523.
- 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

- L. The PARTIES shall maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action taken pursuant to this AGREEMENT, including documents sufficient to verify the amounts, recipients and uses of all funds disbursed in conjunction with or pursuant to the terms of this AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make their books and records, and books and records within their custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General (“IG”), VILLAGE 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.
- M. The VILLAGE 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 VILLAGE will fully cooperate in any IG investigation and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes, unless prohibited by law, (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in, connected with or having knowledge of, the performance of this AGREEMENT.
- N. All matters set forth in the Recitals are agreed to, and the PARTIES understand the Recitals are part of this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

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

THE VILLAGE OF OAK BROOK

By: _____
Laurence Herman
President

Attest: _____

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. 22863

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to settle *ISTHA v Chicago Title Land Trust Company Successor to American Bank and Trust Company of Chicago, as Trustee Under Trust Agreement Dated October 20, 1998, Known as Trust No. 301023-05, 2016 L 050388*, an eminent domain matter concerning Tollway parcel TW-7-12-040.

Resolution

The above-proposed litigation settlement is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board of Directors in Executive Session. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate this settlement and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22864

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Office Supplies through the Central Management Services’ (“CMS”) master contract with Logsdon Stationers, Inc. (d.b.a. Logsdon Office Supply), Tollway Contract No. 24-0088, for an upper limit of compensation not to exceed \$2,100,000.00. These goods and/or services are being obtained pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Office Supplies from Logsdon Stationers, Inc. (d.b.a. Logsdon Office Supply) in an amount not to exceed \$2,100,000.00 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. 22865

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Security Services through the Central Management Services’ (“CMS”) master contract with Universal Protection Service, LLC (d.b.a. Allied Universal Security Services), Tollway Contract No. 24-0089, for an upper limit of compensation not to exceed \$504,920.64. These goods and/or services are being obtained pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Security Services from Universal Protection Service, LLC (d.b.a. Allied Universal Security Services) in an amount not to exceed \$504,920.64 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