

RESOLUTION NO. 22866

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Computer Equipment and Supplies through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with CDW Government LLC, Tollway Contract No. 24-0117, for an upper limit of compensation not to exceed \$344,879.65. These goods and/or services are being obtained pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the DoIT master contract for the purchase of Computer Equipment and Supplies from CDW Government LLC in an amount not to exceed \$344,879.65 is approved. 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. 22867

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Citrix Software Licenses, Maintenance, and Support. Pursuant to Tollway Invitation for Bid No. 23-0119RR, the Tollway determined that CDW Government LLC is the lowest responsive and responsible bidder for Citrix Software Licenses, Maintenance, and Support for an upper limit of compensation not to exceed \$1,799,991.84.

Resolution

The bid from CDW Government LLC for the purchase of Citrix Software Licenses, Maintenance, and Support is accepted. Contract No. 23-0119RR is approved in an amount not to exceed \$1,799,991.84. 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. 22868

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Roof Replacement Services at Plaza 41 through the Central Management Services’ (“CMS”) master contract with TORI Construction, LLC, Tollway Contract No. 24-0097, for an upper limit of compensation not to exceed \$257,600.00. 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 Roof Replacement Services at Plaza 41 from TORI Construction, LLC in an amount not to exceed \$257,600.00 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. 22869

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Minivans through the Central Management Services’ (“CMS”) master contract with Bob Ridings, Inc., Tollway Contract No. 24-0099, for an upper limit of compensation not to exceed \$261,180.00. 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 Minivans from Bob Ridings, Inc. in an amount not to exceed \$261,180.00 is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22870

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Job Order Contracting for General Construction and Mechanical Services (SBI/ROCIP). Pursuant to Tollway Invitation for Bid No. 23-0095R, the Tollway determined that Construction, Inc. is the lowest responsive and responsible bidder for Job Order Contracting for General Construction and Mechanical Services (SBI/ROCIP) for an upper limit of compensation not to exceed \$6,562,596.00 for an initial three-year term and an amount not to exceed \$4,375,064.00 for a possible two-year renewal term.

Resolution

The bid from Construction, Inc. for the purchase of Job Order Contracting for General Construction and Mechanical Services (SBI/ROCIP) is accepted. Contract No. 23-0095R is approved in an amount not to exceed \$6,562,596.00 for an initial three-year term and an amount not to exceed \$4,375,064.00 for a possible two-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: _____



Chairman

RESOLUTION NO. 22871

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Job Order Contracting Program Administrator Services. Pursuant to Tollway Request for Proposal No. 23-0141 and upon evaluation by a selection committee, the Tollway determined that The Gordian Group, Inc. provides the best overall value for Job Order Contracting Program Administrator Services for an upper limit of compensation not to exceed \$1,640,000.00.

Resolution

The proposal from The Gordian Group, Inc. for the purchase of Job Order Contracting Program Administrator Services is accepted. Contract No. 23-0141 is approved in an amount not to exceed \$1,640,000.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22872

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-16-4669 for Roadway and Bridge Construction on the Elgin O’Hare Western Access IL Route 390 and I-490 Interchange. The lowest responsive and responsible bidder on Contract No. I-16-4669 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$184,253,944.05.

Resolution

Contract No. I-16-4669 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$184,253,944.05, 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. 22873

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22483 dated June 16, 2022, entered into Contract No. I-20-4727 with Lorig Construction Company for Roadway and Bridge Construction on the Elgin O’Hare Western Access (I-490) between Mile Post 0.6 (Franklin Avenue) and Mile Post 1.0 (Illinois Route 19 (Irving Park Road)). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-20-4727, in an amount not to exceed \$6,000,000.00, 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, 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-20-4727 in an amount not to exceed \$6,000,000.00.

Resolution

An Extra Work Order in the amount of \$6,000,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-20-4727, increasing the upper limit of compensation from \$150,343,311.91 to \$156,343,311.91, 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. 22874

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Bridge Rehabilitation on Contract No. I-24-4947 Systemwide. Strand Associates, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$4,636,459.78. 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 Strand Associates, Inc. to obtain Design Services on Contract No. I-24-4947 with an upper limit of compensation not to exceed \$4,636,459.78, 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. 22875

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain, pursuant to Contract No. I-24-4948, Design Services for Bridge Rehabilitation on the Ronald Reagan Memorial Tollway (I-88) between Mile Post 44.5 (Howland Creek) and Mile Post 55.0 (US 52). EFK Moen, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,856,898.94. 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 EFK Moen, LLC to obtain Design Services on Contract No. I-24-4948 with an upper limit of compensation not to exceed \$3,856,898.94, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22876

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to immediately procure Emergency Maintenance of Traffic Systems *via* Emergency Contract No. 24-0107 pursuant to 30 ILCS 500/20-30 and 44 Ill. Admin. Code § 1.2030. These goods and/or services are being procured from RoadSafe Traffic Systems, Inc. for an upper limit of compensation not to exceed \$613,500.00.

Resolution

Contract No. 24-0107 for the emergency procurement of Emergency Maintenance of Traffic Systems from RoadSafe Traffic Systems, Inc. is approved in an amount not to exceed \$613,500.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

RESOLUTION NO. 22877

Background

The Illinois Department of Transportation (“IDOT”) is reconstructing I-190, including Ramp F, which leads from EB I-90 and SB I-294 to WB I-190 (“Project”). The Tollway has jurisdiction over Ramp F and the toll plaza thereat. The Tollway requested that IDOT include certain work on Ramp F in its Project, and IDOT agreed to include that work, subject to the Tollway’s agreement to offset the balance of monies IDOT owes the Tollway by the actual costs of work on Ramp F. The estimated cost of said work is \$5,211,800.

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

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an intergovernmental agreement between the Tollway and the 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 of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE 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 DEPARTMENT, in order to facilitate the free flow of traffic to and from O’Hare International Airport and enhance the safety of the motoring public, is reconstructing Interstate Highway 190 (I-190), including I-190 interchanges with the Tri-State Tollway (I-294) and the Jane Addams Memorial Tollway (I-90) (“PROJECT”);

WHEREAS, the PROJECT requires relocation of ILLINOIS TOLLWAY Toll Plaza No. 31 (“O’Hare West Toll Plaza”) located along ILLINOIS TOLLWAY Ramp F, which carries traffic from southbound I-294 and eastbound I-90 to westbound I-190;

WHEREAS, the ILLINOIS TOLLWAY has maintenance responsibility for Ramp F, including Toll Plaza No. 31 and appurtenant facilities, *see* the PARTIES’ October 21, 1994 intergovernmental agreement, attached as EXHIBIT A;

WHEREAS, the ILLINOIS TOLLWAY requests and the DEPARTMENT agrees to include in the PROJECT certain rehabilitation items that are the jurisdictional responsibility of the ILLINOIS TOLLWAY, including but not limited to demolition of Toll Plaza No. 31, installation of a new all-electronic Toll Plaza No. 31, ramp reconstruction, construction of a new control building, electrical work, fiber communications facilities, removal of existing sanitary septic system, storm sewer improvements, pavement marking and signage, installation of a new communication tower and roadway lighting (“TOLLWAY WORK”), subject to reimbursement by the ILLINOIS TOLLWAY;

WHEREAS, the DEPARTMENT shall include the TOLLWAY WORK in the DEPARTMENT’s Construction Contract No. 62U90, Job No. C-91-175-23 and IGA No. JN 124-030, and solely for the ILLINOIS TOLLWAY’s recording purposes, this AGREEMENT shall be known as ILLINOIS TOLLWAY IGA No. 002024-07;

WHEREAS, the PARTIES desire to determine and establish their respective responsibilities toward design engineering, construction engineering, utility relocation, construction, funding and maintenance of the TOLLWAY 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 DEPARTMENT, by virtue of its powers as set forth in the Illinois Highway Code, 605 ILCS 5/4-101, *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 DEPARTMENT agrees to perform preliminary and final design engineering, obtain the necessary surveys and prepare the final plans and specifications for the PROJECT, including the TOLLWAY WORK (“PROJECT PLANS”).
- B. The DEPARTMENT shall provide an electronic copy of the PROJECT PLANS to the ILLINOIS TOLLWAY for its review and comment at the following stages of plan preparation:
 - 30% Complete;
 - 60% Complete (preliminary);
 - 90% Complete (pre-final); and
 - Final.
- C. The ILLINOIS TOLLWAY shall review the PROJECT PLANS that impact its right-of-way within fifteen (15) calendar days of receipt thereof. If the DEPARTMENT does not receive comments or objections from the ILLINOIS TOLLWAY within this time period, the lack of response shall be deemed approval by the ILLINOIS TOLLWAY of the TOLLWAY WORK. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the TOLLWAY WORK plans and specifications. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed TOLLWAY WORK plans and specifications for review and consideration by the DEPARTMENT.
- D. 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.

- E. The DEPARTMENT agrees to assume overall PROJECT responsibility, including ensuring that all permits and approvals (including but not limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, 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.
- F. In conjunction with the PROJECT, upon review and satisfaction of applicable federal, state and local statutes, rules, regulations and ordinances, the ILLINOIS TOLLWAY shall, upon full execution of this AGREEMENT, grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right-of-way to the DEPARTMENT, at no cost to the DEPARTMENT, for the purpose of construction of the PROJECT.

II. RIGHT OF WAY

No transfer of property interests between the PARTIES is required by this AGREEMENT.

III. UTILITY RELOCATION

- A. The DEPARTMENT agrees to make all reasonable efforts to minimize the number of utility adjustments or relocations in the design of the PROJECT.
- B. The DEPARTMENT agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities, whether located within existing DEPARTMENT right of way, or within existing ILLINOIS TOLLWAY right-of-way.
- C. The DEPARTMENT agrees to provide the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing ILLINOIS TOLLWAY right-of-way that require adjustment or relocation due to the PROJECT. The DEPARTMENT shall identify adjustments to or relocations of the aforementioned existing utilities as part of its PROJECT engineering responsibilities.
- D. At all locations where utilities are located on existing ILLINOIS TOLLWAY right-of-way that must be adjusted or relocated due to the PROJECT, the ILLINOIS TOLLWAY agrees to cooperate with the DEPARTMENT in making arrangements

with the applicable utility and agrees to issue all permits for the requisite adjustment(s) at no cost to the DEPARTMENT.

- E. The ILLINOIS TOLLWAY shall be responsible for the cost of any utility adjustments necessitated by the TOLLWAY WORK.
- F. Other than as set forth above, the DEPARTMENT shall be responsible for the cost of all utility adjustments necessitated by the PROJECT.

IV. CONSTRUCTION

- A. The DEPARTMENT shall advertise and receive bids, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT PLANS.
- B. The PARTIES agree that in compliance with the DEPARTMENT's procurement process, any contractors and subcontractors working on or within the ILLINOIS TOLLWAY's right-of-way shall indemnify the ILLINOIS TOLLWAY in compliance with Section 107.26 of the ILLINOIS TOLLWAY Supplemental Specifications to the DEPARTMENT Standard Specifications for Road and Bridge Construction, and shall name the ILLINOIS TOLLWAY, its officials, directors, officers, employees as additional insureds on the General Liability insurance coverage required by and in compliance with Section 107.27 of the ILLINOIS TOLLWAY Supplemental Specifications to the DEPARTMENT Standard Specifications for Road and Bridge Construction.
- C. The DEPARTMENT, its contractors, subcontractors or vendors shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of work on the PROJECT, including TOLLWAY WORK, by the DEPARTMENT, its contractors, subcontractors, vendors, agents, representatives or employees. Coverage for work under the jurisdiction of the ILLINOIS TOLLWAY shall satisfy the minimum levels of coverage as required by Section 107.27 of the of the ILLINOIS TOLLWAY Supplemental Specifications to the DEPARTMENT Standard Specifications for Road and Bridge Construction. TOLLWAY WORK shall not commence until all insurance required by this section has been obtained.
- D. Any proposed deviation from the PROJECT PLANS that affect the ILLINOIS TOLLWAY, including but not limited to the TOLLWAY WORK, shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing work on such proposed deviation. The ILLINOIS TOLLWAY shall promptly review the proposed deviation and indicate its approval or disapproval thereof in writing. If the proposed deviation to the PROJECT PLANS are not acceptable, the ILLINOIS TOLLWAY shall detail in writing its specific objections. If the DEPARTMENT receives no written response from the ILLINOIS TOLLWAY within twenty-one

(21) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, the proposed deviation shall be deemed approved by the ILLINOIS TOLLWAY.

- E. After award of the construction contract(s), assuming there are no proposed deviations from the PROJECT PLANS that affect the ILLINOIS TOLLWAY, the DEPARTMENT shall provide no less than five (5) calendar days written notice to the ILLINOIS TOLLWAY prior to commencing the TOLLWAY WORK.
- F. The ILLINOIS TOLLWAY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of all work included in the PROJECT that affects the Tri-State Tollway (I-294) and the Jane Addams Memorial Tollway (I-90) (collectively, "Toll Highways"). The ILLINOIS TOLLWAY shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY and will deliver written notices to the DEPARTMENT in accordance with Article IX.L, advising the DEPARTMENT as to the identity of the individual(s) assigned to perform said inspections.
- G. No inspections or approvals by the ILLINOIS TOLLWAY or its employees, officers or agents shall relieve the DEPARTMENT's contractor(s) of responsibility for the proper performance of the work as determined by the ILLINOIS TOLLWAY and liability for improper performance. DEPARTMENT inspections and approvals shall not be considered a waiver of any right the ILLINOIS TOLLWAY may have at law or pursuant to this AGREEMENT. All ILLINOIS TOLLWAY communications and correspondence with the DEPARTMENT's contractor(s) or relating to the PROJECT shall be through the DEPARTMENT, unless otherwise specifically approved by the DEPARTMENT. In the event an ILLINOIS TOLLWAY representative discovers TOLLWAY WORK or ILLINOIS TOLLWAY-related work is not being performed or has not been performed in accordance with the approved PROJECT PLANS, the representative shall promptly notify the DEPARTMENT in writing in accordance with Article IX.L.
- H. The DEPARTMENT shall notify the ILLINOIS TOLLWAY upon completion of 70% and 100% of all TOLLWAY WORK, and the ILLINOIS TOLLWAY shall inspect such improvements not later than fourteen (14) calendar days after receiving said notice. If the ILLINOIS TOLLWAY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all TOLLWAY WORK and the PARTIES do not agree to any other inspection arrangements, the TOLLWAY WORK shall be deemed accepted by the ILLINOIS TOLLWAY. At the request of the ILLINOIS TOLLWAY, the DEPARTMENT's representative shall attend inspection(s). In the event said inspections disclose work that does not conform to the approved final PROJECT PLANS, the ILLINOIS TOLLWAY's representative shall give immediate verbal notice to the DEPARTMENT's representative of any deficiency and shall thereafter deliver, within five (5) calendar days, a written list identifying such deficiencies to the DEPARTMENT in accordance with Article IX.L. Deficiencies thus identified shall

be subject to joint re-inspection upon completion of any necessary corrective work. The DEPARTMENT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the TOLLWAY 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 DEPARTMENT 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.
- J. The PARTIES agree that all PROJECT construction work performed on or within the ILLINOIS TOLLWAY right-of-way shall conform to the then current edition of the ILLINOIS TOLLWAY Supplemental Specifications to the DEPARTMENT Standard Specifications for Road and Bridge Construction

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to reimburse the DEPARTMENT for the TOLLWAY WORK.
- B. The PARTIES agree that the estimated cost of the TOLLWAY WORK is \$4,532,000 for construction costs, \$226,600 (5% of construction costs) for preliminary and design engineering and \$453,200 (10% of construction costs) for construction engineering, for a total estimated cost of \$5,211,800 ("TOLLWAY ESTIMATED BALANCE"), *see* attached EXHIBIT B.
- C. It is further agreed that notwithstanding the estimated cost of the TOLLWAY WORK, the ILLINOIS TOLLWAY shall be responsible for the actual costs associated with the TOLLWAY WORK. *See* Recitals.
- D. The PARTIES agree that as of December 31, 2023, the amount owed by the DEPARTMENT's Region One/District One to the ILLINOIS TOLLWAY ("DEPARTMENT BALANCE DUE") for shared participation in multiple projects (*see* attached EXHIBIT C) exceeds the TOLLWAY ESTIMATED BALANCE.
- E. The PARTIES agree that the TOLLWAY ESTIMATED BALANCE will be offset as partial payment by the DEPARTMENT of the DEPARTMENT BALANCE DUE.

VI. MAINTENANCE - DEFINITIONS

For purposes of this AGREEMENT:

- A. "Maintenance" or "maintain" mean to keep the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, and 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. "Emergency maintenance" refers to any maintenance activity that must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way that causes or threatens imminent danger or destruction to (i) roadway facilities or right-of-way of the PARTIES; or (ii) the public, including but not limited to accident restoration, chemical or biological removal or remediation or response to acts of God or terrorism.
- B. "Drainage facilities" refer to both open and enclosed systems. "Drainage structures" refer to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- C. "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.
- D. "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.
- E. "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.

- F. "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 and to retain a record which documents such consent.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The PARTIES agree that the ILLINOIS TOLLWAY shall retain jurisdiction of and continue to maintain the Toll Highways, including Ramp F, which carries traffic from southbound I-294 and eastbound I-90 to westbound I-190, and all appurtenant facilities identified as TOLLWAY WORK as part of the PROJECT. *See* Recitals.
- B. The PARTIES agree that the DEPARTMENT shall retain jurisdiction of and continue to maintain I-190.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right-of-way, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highways that are not required to be maintained by the DEPARTMENT.
- B. All TOLLWAY WORK shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. The PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.

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 PARTIES regarding the PROJECT and/or this AGREEMENT, the DEPARTMENT's Region One Engineer and the ILLINOIS TOLLWAY's Chief Engineering Officer will meet to resolve the dispute. In the event the PARTIES cannot mutually agree on the resolution of any dispute involving ILLINOIS TOLLWAY right-of-way or ILLINOIS TOLLWAY maintenance responsibilities hereunder, the decision of the ILLINOIS TOLLWAY's Chief Engineering Officer shall be final. In the event the PARTIES cannot mutually agree on a resolution of any dispute involving DEPARTMENT right-of-way or DEPARTMENT maintenance responsibilities hereunder, the decision of the DEPARTMENT's Region One 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 DEPARTMENT certifies that its correct Federal Tax Identification number is 10-0049401 and it is doing business as a governmental entity whose mailing address is Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- F. The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification number is 36-2811931 and it is doing business as a governmental entity whose mailing address is The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- G. This AGREEMENT constitutes the entire agreement between the PARTIES with respect to the PROJECT and supersedes all other prior and contemporary agreements, understandings, representations, negotiations and commitments between the TOLLWAY and the DEPARTMENT with respect to the PROJECT.
- H. This AGREEMENT may only be modified in writing, which writing must be executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No PARTY may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as set forth in this AGREEMENT without first obtaining the express written consent and permission of the other PARTY and the Illinois Attorney General, except as otherwise provided in this AGREEMENT.
- J. The failure by either PARTY to seek redress for violation of, or to insist upon strict performance of, any condition, covenant or provision included in this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such condition, covenant or provision. No provision of this AGREEMENT shall

be deemed waived by either PARTY unless such provision is waived in writing by the PARTY charged with waiver.

K. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. In the event of a dispute regarding this AGREEMENT, venue and jurisdiction shall lie exclusively in the Circuit Court of DuPage County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.

L. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery or electronic mail delivery to the following persons at the following addresses:

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

To the DEPARTMENT: The Illinois Department of Transportation
201 W. Center Court
Schaumburg, Illinois 60196
Attn: Region One Engineer
jose.rios@illinois.gov

M. The PARTIES shall maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action taken pursuant to this AGREEMENT, including documents sufficient to verify the amounts, recipients and uses of all funds disbursed in conjunction with or pursuant to the terms of this AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make their books and records, and books and records within their custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General ("IG"), DEPARTMENT auditors, State of Illinois internal auditors, the 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.

N. The DEPARTMENT recognizes that, pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, the IG is authorized to conduct investigations into certain matters, including but not limited to allegations of fraud, waste and abuse. The DEPARTMENT 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.

- O. This AGREEMENT terminates upon the earlier of (i) the PARTIES' written confirmation of the actual final cost of the TOLLWAY WORK identified in Articles V.B and V.C, or (ii) five (5) years after its effective date in the event the contracts covering the TOLLWAY WORK are not awarded. Notwithstanding the foregoing, all maintenance terms, terms requiring cooperation and terms intended to continue after termination, expressly excluding financial terms, will survive termination of the AGREEMENT and will remain in full force and effect.
- P. All matters set forth in the Recitals are agreed to, and the PARTIES understand the Recitals are part of this AGREEMENT.

SIGNATURE PAGES TO FOLLOW

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Arnaldo Rivera
Chairman/CEO

By: _____ Date: _____
Cathy R. Williams
Chief Financial Officer

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

Approved as to Form and Constitutionality

Assistant Attorney General

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Omar A. Osman, P.E.
Secretary

By: _____ Date: _____
Stephen M. Travia, P.E.
Director of Highways Project Implementation

By: _____ Date: _____
Vicki Wilson, Chief Financial Officer
Director of Finance and Administration

Approved as to Form

By: _____ Date: _____
Michael Prater
Chief Counsel

Contract 62U90 Tollway IGA_06112024 docx

RESOLUTION NO. 22878

Background

The Tollway procured certain vehicles that are not being used for their originally intended purposes. The Illinois Department of Natural Resources (“IDNR”) seeks to purchase twelve (12) of the vehicles and the Tollway desires to sell the vehicles to IDNR. IDNR is paying the Tollway \$541,889.27 for the vehicles.

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

Resolution

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

Approved by: Arnaldo Rivera
Chairman

DRAFT

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

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is made by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (“TOLLWAY”) and THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES (“IDNR”). The TOLLWAY and the IDNR may also be referred to individually as “PARTY” and collectively as “PARTIES.”

RECITALS

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

WHEREAS, pursuant to an Intergovernmental Agreement between the TOLLWAY and the Illinois State Police (“ISP”), the TOLLWAY procured vehicles, intended for ISP use to patrol and police TOLLWAY toll roads;

WHEREAS, a number of said vehicles, which are specifically identified in attached Exhibit A (“Vehicles”), will not be utilized by ISP as originally intended;

WHEREAS, the IDNR is interested in purchasing the Vehicles from the TOLLWAY;

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

WHEREAS, the IDNR, by virtue of its powers as set forth in the Rivers, Lakes and Streams Act, 615 ILCS 5/5, *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 promises, covenants and terms and conditions herein set forth in this AGREEMENT, the PARTIES agree as follows:

1. **Incorporation of Recitals.** The PARTIES agreed on the above Recitals and incorporate them into this AGREEMENT as if fully restated herein.
2. **Agreement.** The PARTIES agree to the following terms:

- A. The TOLLWAY agrees to sell each Vehicle identified on Exhibit A to the IDNR, and the IDNR agrees to purchase eleven (11) Vehicles for \$44,849.56 each, and one (1) Vehicle for 48,544.11 from the TOLLWAY, for a total of \$541,889.27, payable in a lump sum within thirty (30) days of the IDNR's receipt of an invoice from the TOLLWAY.
- B. The IDNR is acquiring the Vehicles in "AS-IS" condition. Notwithstanding the foregoing, the factory warranty for certain parts of the Vehicles remains in effect. Said factory warranty information shall be included in the sale of the Vehicles.
- C. The PARTIES understand and agree that the TOLLWAY has not and will not make any warranty or representation, express or implied or statutory, oral or written, including without limitation, any warranties or representations concerning title, fitness for a particular purpose, suitability, merchantability, quality of work, safety, or structural integrity, concerning the Vehicles or any TOLLWAY inspection of any Vehicle performed pursuant to above-subsection 2.B, and the IDNR, for itself, its successors and assigns, hereby waives and releases the TOLLWAY, its directors, officer, employees, agents and any other person acting on the TOLLWAY's behalf, from any and all claims relating to or arising from the Vehicles.
- D. The IDNR shall accept conveyance of the Vehicles "WHERE-IS" and shall coordinate with the TOLLWAY's Senior Manager of Fleet Assets, (bthomas@getipass.com) or his designee to arrange pick-up of the Vehicles at 3460 Finley Road, Downers Grove, Illinois 60515.
- E. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, or mailed via certified mail, overnight mail delivery, or electronic mail delivery, to the following persons, or their designee(s) at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the IDNR:

The Illinois Department of Natural
Resources
One Natural Resources Way
Springfield, Illinois 62702
Attn: Office of Law Enforcement
Director
jed.whitechurch@illinois.gov

3. **Term.**

- A. The term of this AGREEMENT shall begin on the date of the last signature of the PARTIES to this AGREEMENT and shall continue for one year. During the term of this AGREEMENT, the AGREEMENT may be amended or modified only by mutual agreement of the PARTIES, and it may only be terminated as provided in subsection 3.B of this AGREEMENT.
- B. At any time during the term of this AGREEMENT, either PARTY, with or without cause, may elect to terminate the AGREEMENT upon thirty (30) calendar days written notice to the other PARTY.

4. **General Provisions.**

- A. Governing Law. This AGREEMENT shall be construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. In the event of litigation, venue and jurisdiction shall lie, exclusively, in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.
- B. Dispute Resolution. Obligations and duties set forth in this AGREEMENT shall be performed in compliance with all applicable state and federal laws. Any disputes concerning the terms and conditions of this AGREEMENT shall be resolved by the Director of the IDNR and the Chairman/CEO or the Executive Director of the TOLLWAY. In the event the PARTIES are unable to resolve a dispute informally, the PARTIES may seek any available legal remedies.
- C. Modification. This AGREEMENT may not be altered, modified, or amended except by a written instrument that is signed by both PARTIES; provided, however, the

PARTIES agree that (1) provisions required to be inserted in this AGREEMENT by laws, ordinances, rules, or regulations are deemed to be (or have been) inserted whether or not they appear in this AGREEMENT, and (2) in no event will the failure to explicitly insert such provisions prevent enforcement of this AGREEMENT.

- D. Partial Waiver of Claims. Each PARTY agrees to waive all claims against the other PARTY for any loss, damage, personal injury, or death occurring in consequence of the performance of this AGREEMENT; provided, however, that such claim is not the result of gross negligence or willful misconduct by a PARTY or its personnel. Each PARTY expressly reserve the right to bring an action to enforce this AGREEMENT.
- E. Force Majeure. Neither the TOLLWAY nor the IDNR shall be liable for failing to fulfill any obligation or duty on its part under this AGREEMENT to the extent any such failure (1) is caused by an event beyond such PARTY's control, and (2) is not caused by such PARTY's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods epidemics or riots.
- F. Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations and commitments between the TOLLWAY and the IDNR with respect to the subject matter hereof.
- G. No Joint Venture. This AGREEMENT shall in no event be construed in such a way that either the TOLLWAY or the IDNR constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. Neither PARTY shall have the authority to enter into any agreement, or to assume any liability, on behalf of the other PARTY, nor to bind or commit the other PARTY in any manner, except as expressly provided herein.
- H. Waiver. No term or provision of this AGREEMENT shall be deemed waived, unless such waiver is set forth in a writing signed by the PARTY claimed to have waived the provision. No breach or default shall be deemed excused unless such breach or default is set forth in a writing signed by the PARTY claimed to have excused the

breach or default. No consent by any PARTY to a waiver, and no PARTY's excuse of any breach or default, shall constitute consent to, waiver of, or excuse of, any different or subsequent breach or default by or on the part of any PARTY.

- I. Governmental Immunity. Notwithstanding anything to the contrary set forth in this AGREEMENT, neither the TOLLWAY nor the IDNR has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this AGREEMENT or performance hereunder.
- J. Interpretation. Whenever the singular is used herein, the masculine, feminine and neutral gender shall be deemed to include the others. Any reference to the TOLLWAY includes the TOLLWAY's directors, officers, executives, employees, agents, representatives and contractors. Any reference to the IDNR includes the IDNR's directors, officers, executives, employees, agents, representatives and contractors. The headings of articles, sections, subsections, and paragraphs in this AGREEMENT are included for convenience only and shall not be considered by either PARTY in construing the meaning of this AGREEMENT. If any provision or clause of this AGREEMENT shall be held to be invalid, such provision or clause shall be deleted from the AGREEMENT, and the AGREEMENT shall be construed to give effect to the remaining portions thereof.
- K. Counterparts. 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.
- L. Record Keeping. The PARTIES agree to maintain books and records relating to the performance of this AGREEMENT necessary to support the transaction(s) identified in this AGREEMENT a minimum of five (5) years from the last action of the AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under 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”), IDNR 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. Investigation Cooperation. The IDNR 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 IDNR will fully cooperate in any IG investigation or review and shall not bill the TOLLWAY for such time. Cooperation includes, unless prohibited by law, (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in, connected with, or having knowledge of, the performance of this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

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

**THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY**

By: _____
Arnaldo Rivera
Chairman/CEO

Date: _____

**THE ILLINOIS DEPARTMENT
OF NATURAL RESOURCES**

By: _____
Natalie Phelps Finnie
Director

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

RESOLUTION NO. 22879

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to settle *ISTHA v. Miwel, Inc., an Illinois corporation, 2016 L 050455*, an eminent domain matter concerning Tollway parcel WA-3D-12-048.

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. 22880

Background

The Illinois State Toll Highway Authority (“Tollway”) negotiated a settlement with Chastain & Associates LLC regarding its claim in relation to Contract RR-17-4295. It is in the best interest of the Tollway to finalize and implement the settlement.

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:



Chairman

RESOLUTION NO. 22881

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Stroke Screening Services. Pursuant to Tollway Invitation for Bid No. 24-0010R, the Tollway determined that BlueApple Health, LLC is the lowest responsive and responsible bidder for Stroke Screening Services for an upper limit of compensation not to exceed \$69,000.00 for an initial three-year term and an amount not to exceed \$47,500.00 for a possible two-year renewal term.

Resolution

The bid from BlueApple Health, LLC for the purchase of Stroke Screening Services is accepted. Contract No. 24-0010R is approved in an amount not to exceed \$69,000.00 for an initial three-year term and an amount not to exceed \$47,500.00 for a possible two-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