

## RESOLUTION NO. 22550

**Background**

Section 713, Subsection 2 of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority (“Tollway”), effective March 31, 1999 (“Indenture”), requires the Tollway to fix, charge and collect such tolls for the use of the Tollway System as shall be required in order that in each Fiscal Year Net Revenues shall at least equal the Net Revenue Requirement for such Fiscal Year. All capitalized terms not defined herein are as defined in the Indenture.

Section 713, Subsection 3 of the Indenture requires that on or before October 31 of each Fiscal Year, the Tollway shall (i) cause the Traffic Engineers to prepare a written estimate of the revenues from tolls for the last four months of such Fiscal Year and for the next Fiscal Year, (ii) complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year were, and for the next succeeding Fiscal Year will be, sufficient to comply with Section 713, Subsection 2 of the Indenture, and (iii) by resolution, make a determination with respect thereto. The Tollway’s review shall take into consideration the anticipated completion date of any uncompleted Projects and the issuance of future Series of Bonds if necessary to finance the completion of such Projects.

The Tollway has caused the described estimates to be prepared and its review to be performed as required by the Indenture.

**Resolution**

In accordance with the Indenture, the Tollway hereby finds that its Net Revenues for the current 2022 Fiscal Year and the upcoming 2023 Fiscal Year have been and will be sufficient to comply with the Net Revenue Requirement and other provisions of the Indenture.

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**Resolution - Continued**

The Chief Financial Officer is designated as an Authorized Officer for the purposes of preparing and filing such certificates and estimates as are required to be prepared and filed in accordance with Section 713, Subsection 3 of the Indenture.



Approved by: \_\_\_\_\_  
Chair

## RESOLUTION NO. 22551

**Background**

The Illinois State Toll Highway Authority (“Tollway”) previously purchased EMC Equipment, Maintenance, Support, and Services (“Contract No. 14-0087”) from Sentinel Technologies, Inc. The Tollway requires additional EMC Equipment, Maintenance, Support, and Services. It is in the best interest of the Tollway to renew Contract No. 14-0087 and increase the upper limit of compensation by an amount not to exceed \$2,000,000.00.

**Resolution**

The renewal and associated increase to the upper limit of compensation of Contract No. 14-0087 for the purchase of additional EMC Equipment, Maintenance, Support, and Services from Sentinel Technologies, Inc. is approved in an amount not to exceed \$2,000,000.00, increasing the upper limit of compensation from \$16,075,000.00 to \$18,075,000.00. 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 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: \_\_\_\_\_

Chair

## RESOLUTION NO. 22552

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Kronos Replacement of Clocks. Pursuant to Tollway Invitation for Bid No. 22-0023, the Tollway determined that Kronos Incorporated is the lowest responsive and responsible bidder for Kronos Replacement of Clocks for an upper limit of compensation not to exceed \$198,730.00.

**Resolution**

The bid from Kronos Incorporated for the purchase of Kronos Replacement of Clocks is accepted. Contract No. 22-0023 is approved in an amount not to exceed \$198,730.00. 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 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: \_\_\_\_\_



Chair

RESOLUTION NO. 22553

**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. 22-0124, for an upper limit of compensation not to exceed \$890,350.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. 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 \$890,350.00 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 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:   
Chair

## RESOLUTION NO. 22554

**Background**

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Off-Site Storage Services from GRM Information Management Services of Chicago, LLC (“Contract No. 13-0069”). The Tollway requires additional Off-Site Storage Services. It is in the best interest of the Tollway to amend Contract No. 13-0069 and increase the upper limit of compensation by an amount not to exceed \$30,000.00.

**Resolution**

The amendment and associated increase to the upper limit of compensation of Contract No. 13-0069 for the purchase of additional Off-Site Storage Services from GRM Information Management Services of Chicago, LLC is approved in an amount not to exceed \$30,000.00, increasing the upper limit of compensation from \$216,366.15 to \$246,366.15. 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 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:   
Chair

## RESOLUTION NO. 22555

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Overhead Door Repairs, Parts, and Services. Pursuant to Tollway Invitation for Bid No. 21-0039R, the Tollway determined that United Door and Dock, LLC (d.b.a. United Perimeter Security) is the lowest responsive and responsible bidder for Overhead Door Repairs, Parts, and Services for an upper limit of compensation not to exceed \$321,025.00 for an initial three-year term and an amount not to exceed \$327,675.00 for a possible three-year renewal term.

**Resolution**

The bid from United Door and Dock, LLC (d.b.a. United Perimeter Security) for the purchase of Overhead Door Repairs, Parts, and Services is accepted. Contract No. 21-0039R is approved in an amount not to exceed \$321,025.00 for an initial three-year term and an amount not to exceed \$327,675.00 for a possible three-year renewal term. 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 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: \_\_\_\_\_  
Chair

## RESOLUTION NO. 22556

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Chiller Preventive Maintenance and Repair Services. Pursuant to Tollway Invitation for Bid No. 20-0029RRRR, the Tollway determined that The Aberdeen Group, Inc. is the lowest responsive and responsible bidder for Chiller Preventive Maintenance and Repair Services for an upper limit of compensation not to exceed \$143,789.14 for an initial three-year term and an amount not to exceed \$126,071.30 for a possible two-year renewal term.

**Resolution**

The bid from The Aberdeen Group, Inc. for the purchase of Chiller Preventive Maintenance and Repair Services is accepted. Contract No. 20-0029RRRR is approved in an amount not to exceed \$143,789.14 for an initial three-year term and an amount not to exceed \$126,071.30 for a possible two-year renewal term. 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 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:   
\_\_\_\_\_

Chair



## RESOLUTION NO. 22557

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Lumber and Plywood. Pursuant to Tollway Invitation for Bid No. 22-0006RRR, the Tollway determined that Kankakee Ace Hardware is the lowest responsive and responsible bidder for Lumber and Plywood for an upper limit of compensation not to exceed \$113,440.45.

**Resolution**

The bid from Kankakee Ace Hardware for the purchase of Lumber and Plywood is accepted. Contract No. 22-0006RRR is approved in an amount not to exceed \$113,440.45. 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 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: \_\_\_\_\_  
Chair

## RESOLUTION NO. 22558

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4831 for Roadway Reconstruction and Widening on the Tri-State Tollway (I-294) between Mile Post 23.8 (Flagg Creek) and Mile Post 25.0 (Hinsdale Oasis). The lowest responsive and responsible bidder on Contract No. I-21-4831 is Judlau Contracting, Inc. in the amount of \$81,203,159.47.

**Resolution**

Contract No. I-21-4831 is awarded to Judlau Contracting, Inc. in the amount of \$81,203,159.47, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 22559

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4729 for Earthwork and Drainage Improvements on the Elgin O’Hare Western Access Tollway (I-490) at Mile Post 1.0 (Taft Avenue). The lowest responsive and responsible bidder on Contract No. I-20-4729 is Foundation Mechanics, LLC in the amount \$3,958,573.40.

**Resolution**

Contract No. I-20-4729 is awarded to Foundation Mechanics, LLC in the amount of \$3,958,573.40, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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:   
Chair

## RESOLUTION NO. 22560

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-22-4858 for M-5 Maintenance Facility Watermain and Sanitary Sewer Installation on the Jane Addams Memorial Tollway (I-90) at Mile Post 64.8 (Central Road). The lowest responsive and responsible bidder on Contract No. RR-22-4858 is Sheridan Plumbing & Sewer, Inc. in the amount \$958,902.80.

**Resolution**

Contract No. RR-22-4858 is awarded to Sheridan Plumbing & Sewer, Inc. in the amount of \$958,902.80, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 22561

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-22-4856 for Plaza Improvements at Plaza 37 on the Tri-State Tollway (I-294) at Mile Post 23.8 (I-55). The lowest responsive and responsible bidder on Contract No. RR-22-4856 is Plote Construction, Inc. in the amount \$2,529,535.93.

**Resolution**

Contract No. RR-22-4856 is awarded to Plote Construction, Inc. in the amount of \$2,529,535.93, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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 Chair 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 22562

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22385 approved on February 17, 2022, entered into Contract No. I-21-4826 with Hecker and Company, Inc. for Material Fabrication and Storage for Intelligent Transportation Systems (ITS) on the Tri-State Tollway (I-294) between Mile Post 17.8 (95th Street) and Mile Post 23.8 (Flagg Creek). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-21-4826, in an amount not to exceed \$1,136,000.00 to provide for furnishing Intelligent Transportation System (ITS) devices, including dynamic message signs, closed circuit television cameras, and vehicle detection sensors, in advance of the installation contract due to long lead times. 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-21-4826 in an amount not to exceed \$1,136,000.00.

**Resolution**

An Extra Work Order in the amount of \$1,136,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-21-4826, increasing the upper limit of compensation from \$1,305,419.14 to \$2,441,419.14, 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:   
Chair

## RESOLUTION NO. 22563

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22093 approved on September 17, 2020, entered into Contract No. I-20-4517 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway and Bridge Reconstruction on the Tri-State Tollway (I-294) between Mile Post 17.5 (95th Street) and Mile Post 19.7 (Plaza 36). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-20-4517, in an amount not to exceed \$2,775,000.00, to provide for schedule recovery in the form of premium time for extended shifts and weekend work, resequencing work operations, additional labor, material and equipment to complete necessary work, and winter protection of concrete structures and pavement. 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-20-4517 in an amount not to exceed \$2,775,000.00.

**Resolution**

An Extra Work Order in the amount of \$2,775,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-20-4517, increasing the upper limit of compensation from \$127,289,940.06 to \$130,064,940.06, 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:   
Chair

RESOLUTION NO. 22564  
(AMENDING RESOLUTION NO. 22531)

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22094 approved on September 17, 2020, entered into Contract No. I-20-4519 F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway and Bridge Reconstruction on the Tri-State Tollway (I-294) between Mile Post 22.3 (75th Street) and Mile Post 24.1 (I-55 Ramps). On September 15, 2022, Resolution No. 22531 preliminarily increased the upper limit of compensation by \$2,000,000 to initiate schedule recovery efforts. This amendment provides for an additional \$3,075,000.00 for schedule recovery, providing compensation for premium time for extended shifts and weekend work, resequencing work operations, additional labor, material and equipment to complete necessary work, and winter protection of concrete structures and pavement and establishes a total net adjustment to the Contract of \$5,075,000 for the agreed final costs. 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-20-4519 in an amount not to exceed \$3,075,000.00.

**Resolution**

An Extra Work Order in the amount of \$3,075,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-20-4519, increasing the upper limit of compensation from \$128,754,383.73 to \$131,829,383.73, 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: *Donny Ahe*  
Chair



## RESOLUTION NO. 22565

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Earthwork on Contract No. I-22-4749 on the Elgin O’Hare Western Access Tollway (I-490). RS&H Inc. / Kaskaskia Engineering Group LLC. (TM) submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$4,384,556.26. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The Acting Chief Engineering Officer is authorized to negotiate an agreement with RS&H Inc. / Kaskaskia Engineering Group LLC. (TM) to obtain Design Services on Contract No. I-22-4749 with an upper limit of compensation not to exceed \$4,384,556.26, subject to review and approval by the General Counsel. The Chair 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:   
Chair

## RESOLUTION NO. 22566

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Bridge Reconstruction on Contract No. RR-22-4847 on the Reagan Memorial Tollway (I-88) at Mile Post 138.7 (York Road). Civiltech Engineering, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$1,895,775.25. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The Acting Chief Engineering Officer is authorized to negotiate an agreement with Civiltech Engineering, Inc. to obtain Design Services on Contract No. RR-22-4847 with an upper limit of compensation not to exceed \$1,895,775.25, subject to review and approval by the General Counsel. The Chair 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 22567

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Inspection Services for Underwater Inspection and Scour Analysis of Bridge Structures on Contract No. MO-22-1282, Systemwide. Orion Engineers, PLLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$482,347.80. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The Acting Chief Engineering Officer is authorized to negotiate an agreement with Orion Engineers, PLLC to obtain Inspection Services on Contract No. MO-22-1282 with an upper limit of compensation not to exceed \$482,347.80, subject to review and approval by the General Counsel. The Chair 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:   
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Chair

## RESOLUTION NO. 22568

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Roadway Reflectors. Pursuant to Tollway Invitation for Bid No. 22-0059R, the Tollway determined that Warning Lites of Southern Illinois, LLC is the lowest responsive and responsible bidder for Roadway Reflectors for an upper limit of compensation not to exceed \$159,355.00.

**Resolution**

The bid from Warning Lites of Southern Illinois, LLC for the purchase of Roadway Reflectors is accepted. Contract No. 22-0059R is approved in an amount not to exceed \$159,355.00. 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 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 22569

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is constructing a new maintenance facility adjacent to mileposts 64.8 and 64.9 along I-90 (“Project”), also near the intersection of Central Road and Ela Road. As part of the Project, the Tollway intends to perform rehabilitation work at and approaching the intersection of Central Road and Ela Road, which is under the jurisdiction of the Cook County Department of Transportation and Highways (“County”). The County requested that the Tollway include traffic signal enhancements to the planned rehabilitation work at the intersection, including but not limited to new service installation; additional conduit and handholes, additional mast arm assembly and pole, additional concrete foundations, additional signal heads; temporary traffic signal installation, temporary interconnect; new LED internally illuminated street name signs, removal and reinstallation of fiber optic cable in conduit, additional traffic control and protection, new uninterruptible power supply, and a new full-actuated controller and Type V cabinet. The Tollway agreed to perform the traffic signal enhancements work subject to the County’s agreement to reimburse the Tollway for its actual costs. The estimated cost of the County’s requested work is \$274,201.75.

It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the County to memorialize the parties’ understandings and responsibilities relative to the Project.

**Resolution**

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between Tollway and the County in substantially the form attached to this Resolution. The Chair/Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial


10/20/22

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RESOLUTION NO. 22569

**Resolution – (continued)**

Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chair

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

**This INTERGOVERNMENTAL AGREEMENT** (the “AGREEMENT”) is entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and the COUNTY OF COOK, a body politic and corporate of the State of Illinois (“COUNTY”), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (“DEPARTMENT”). The COUNTY and the ILLINOIS TOLLWAY are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.”

**RECITALS:**

WHEREAS, the ILLINOIS TOLLWAY is desirous of constructing a new permanent maintenance facility (“M-5”) to provide improved maintenance and operation of the Jane Addams Memorial Tollway (I-90). M-5 is to be located on ILLINOIS TOLLWAY property adjacent to the Toll Highway between milepost 64.8 and 64.9, and also near the intersection of Central Road and Ela Road in Hoffman Estates (“PROJECT”);

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, intends to perform rehabilitation work at and approaching the intersection of Central Road and Ela Road, including, but not to, limited traffic signal replacement, removal of the existing median and addition of a westbound Central Road left turn lane, repaving intersection curb radius returns, improvement of the northwest corner sidewalk to include an ADA ramp, and new pavement markings;

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT enhancements to the planned traffic signal work (“ENHANCEMENTS”), including, but not limited to and fully described in “EXHIBIT A” attached: new service installation; additional conduit and handholes, additional mast arm assembly and pole, additional concrete foundations, additional signal heads; temporary traffic signal installation, temporary interconnect; new LED internally illuminated street name signs, removal and reinstallation of fiber optic cable in conduit, additional traffic control and protection, new uninterruptible power supply, and a new full-actuated controller and Type V cabinet;

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's request to include the ENHANCEMENTS to the PROJECT as described in this AGREEMENT;

WHEREAS, the PARTIES by this AGREEMENT shall determine and establish their respective responsibilities for engineering, construction, funding and maintenance of the PROJECT and the ENHANCEMENTS;

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

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

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

NOW, THEREFORE, in consideration of the aforementioned recitals 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 and the ENHANCEMENTS.
- B. The COUNTY shall review the plans and specifications for all work occurring in COUNTY right-of-way in addition to the site plans pertaining to the access drives on COUNTY facilities. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans for the PROJECT and ENHANCEMENTS as they impact the COUNTY's maintained roadways, equipment and/or facilities within the PROJECT area.

## **II. RIGHT OF WAY**

It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT or the ENHANCEMENTS. Therefore, it is understood by the PARTIES that there will be no conveyance or exchange of any property interests or jurisdictional transfers pursuant to this AGREEMENT.

## **III. UTILITY RELOCATION**

The ILLINOIS TOLLWAY will identify and coordinate any necessary adjustments or relocations of public and/or private utility facilities required as part of construction of the PROJECT or of the ENHANCEMENTS.



#### **IV. CONSTRUCTION**

- A.** The ILLINOIS TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY), award the contract(s), provide construction engineering inspections for and cause the PROJECT and the ENHANCEMENTS to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY for the ENHANCEMENTS as stipulated in Section V of this AGREEMENT.
- B.** After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY shall detail in writing its specific objections for review and consideration by the ILLINOIS TOLLWAY. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within twenty-one (21) calendar days after delivery to the COUNTY of the proposed deviation or following the expiration of an approved extension of time, the proposed deviation shall be deemed approved by the COUNTY.
- C.** After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide not less than five (5) calendar days written notice to the COUNTY prior to commencement of work on the PROJECT.
- D.** The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's right of way or facilities. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's right of way or facilities and will 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.
- E.** The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of the construction contract for the PROJECT and the COUNTY shall make an inspection thereof not later than twenty-one (21) calendar days after notice thereof. If the COUNTY does not perform a final inspection of the PROJECT and ENHANCEMENTS within thirty (30) calendar days after receiving notice of completion of 100% of the construction contract for the PROJECT or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the COUNTY. The ILLINOIS TOLLWAY's representative may, in its sole discretion, join in on such

inspections. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's representative shall deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within fifteen (15) 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 the contract was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- G.** The ILLINOIS TOLLWAY shall require that the COUNTY and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the COUNTY be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- H.** The ILLINOIS TOLLWAY shall require its contractor(s) working within the COUNTY's right of way to comply with the indemnification provision contained at Section 107.26 in the most current version of the ILLINOIS TOLLWAY's Supplemental Specifications for construction.
- I.** As-built drawings of the PROJECT and utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the COUNTY electronically within sixty (60) days after completion of the PROJECT. If practicable, the ILLINOIS TOLLWAY shall also provide the COUNTY with hard copies of the same upon request.

## **V. FINANCIAL**

- A.** Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT-related engineering, construction engineering and construction costs, subject to reimbursement by the COUNTY for the ENHANCEMENTS as stipulated.
- B.** It is mutually agreed by the PARTIES that the estimated cost to the COUNTY for PROJECT work related to the ENHANCEMENTS is:
  - 1. \$238,436.30 for construction costs, including maintenance of traffic,

2. \$11,921.82 (5% of construction costs) for preliminary and design engineering, and,
  3. \$23,843.63 (10% of construction costs) for construction engineering,
- for a total estimated cost of \$274,201.75. Itemized costs for the ENHANCEMENTS are shown in the attached "Exhibit A".

C. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the construction of the ENHANCEMENTS.

D. The COUNTY agrees that upon completion of the contract(s) for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the COUNTY will pay to the ILLINOIS TOLLWAY in a lump sum an amount equal to 100% of its obligation incurred under this AGREEMENT based on final costs.

## **VI. MAINTENANCE - DEFINITIONS**

A. The term "local" means the COUNTY.

B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.

C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the repair, removal and/or replacement of the maintained facilities when needed and, unless specifically excluded in Section VII, MAINTENANCE – RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

2. "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 which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring 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.

3. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered

by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

4. 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, but in no case shall the PARTY with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

5. 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 and to retain a record which documents such consent.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A.** The ILLINOIS TOLLWAY agrees to maintain ILLINOIS TOLLWAY property within the limits of this PROJECT in its entirety.
- B.** The COUNTY agrees to maintain, or cause to maintain, those portions of Central Road and Ela Road under COUNTY jurisdiction and all Central Road and Ela Road improvements performed as part of the PROJECT within COUNTY right-of-way, including the ENHANCEMENTS.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A.** During construction, the ILLINOIS TOLLWAY shall maintain or cause to maintain the work area (including the entire traffic signal and temporary traffic signal) at Central Road and Ela Road.
- B.** All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

## **IX. GENERAL PROVISIONS**

- A.** It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction of all ILLINOIS TOLLWAY property within the limits of the

PROJECT. The COUNTY shall retain jurisdiction of Central Road, Ela Road and the traffic signal and related equipment at the intersection of Central Road and Ela Road.

- B.** It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C.** Neither PARTY shall be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- D.** Unless otherwise agreed to by the PARTIES in writing, this AGREEMENT terminates upon final acceptance of the PROJECT by the PARTIES and final reimbursement by the COUNTY.
- E.** Wherever in this AGREEMENT approval or review by either PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- F.** 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 carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Each representative shall be readily available to the other PARTY. Representatives may be changed, from time to time, by subsequent written notice to the other PARTY.
- G.** In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the DEPARTMENT's Superintendent shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final, subject to Section IX.E below.
- H.** In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the improvements performed on Central Road and Ela Road, including the ENHANCEMENTS, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the DEPARTMENT's Superintendent shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the improvements performed on Central Road and Ela Road, including the

ENHANCEMENTS, the decision of the DEPARTMENT's Superintendent shall be final as long as that decision does not unreasonably delay delivery of the PROJECT.

- I. In the event there is a conflict between the terms contained in this document and the attached Exhibits, the terms included in this document shall control.
- J. This AGREEMENT may be executed 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.
- K. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. This AGREEMENT does not, and shall not be construed to, create any rights, responsibilities, or causes of action in any third parties except as specified herein.
- M. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.
- N. It is agreed that the laws of the State of Illinois, except for conflict of law principles, shall apply to this AGREEMENT and in the event of litigation, venue and jurisdiction shall lie in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern District.
- O. All notices relating 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 Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Acting Chief Engineering Officer  
E-mail: [mnashif@getipass.com](mailto:mnashif@getipass.com)

To the COUNTY:

Cook County Department of  
Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, Illinois 60602  
Attn: Superintendent  
E-mail: [jennifer.killen@cookcountyil.gov](mailto:jennifer.killen@cookcountyil.gov)

- P.** The PARTIES shall maintain books and records relating to the performance of this 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 or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the COUNTY's auditor, the ILLINOIS TOLLWAY's auditor or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- Q.** The COUNTY recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Illinois Tollway Inspector General ("IG") has the authority to investigate certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The COUNTY will fully cooperate in any IG investigation or review and shall not bill the ILLINOIS TOLLWAY for time related to its cooperation. Cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT and (ii) disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this AGREEMENT.
- R.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

**SIGNATURE PAGES TO FOLLOW**

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

**THE COUNTY OF COOK**

By: \_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

ATTEST: \_\_\_\_\_  
County Clerk  
(SEAL)

This \_\_\_\_ day of \_\_\_\_\_ 2022

RECOMMENDED BY:

APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

\_\_\_\_\_  
Jennifer "Sis" Killen, P.E., PTOE  
Superintendent  
County of Cook  
Department of Transportation and Highways

\_\_\_\_\_  
Assistant State's Attorney



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Dorothy Abreu  
Chair and Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cathy R. Williams  
Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kathleen R. Pasulka-Brown  
General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Samantha Sims, Assistant Attorney General

**EXHIBIT A**

**Cost Estimate Breakdown for Cook County Participation**

**Tollway Contract No. RR-22-4842**

**M-5 Maintenance Facility Access Improvements, I-90, MP 64.8 (Central Road)**

Date: 7/8/2022

	TOTAL ESTIMATED COST	ESTIMATED TOLLWAY SHARE	COOK COUNTY SHARE
SUBTOTAL PAY ITEMS	\$ 838,996.56	\$ 600,560.26	\$ 238,436.30
DESIGN ENGINEERING (5%)	\$ 41,949.83	\$ 30,028.01	\$ 11,921.82
CONSTRUCTION ENGINEERING (10%)	\$ 83,899.66	\$ 60,056.03	\$ 23,843.63
<b>TOTAL CONTRACT ESTIMATE</b>	<b>\$ 964,846.05</b>	<b>TOTAL ESTIMATED TOLLWAY SHARE \$ 690,644.30</b>	<b>TOTAL ESTIMATED COUNTY SHARE \$ 274,201.75</b>

## RESOLUTION NO. 22570

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Electronic Toll Collection Equipment and Services from Kapsch TrafficCom USA, Inc. pursuant to a Sole Source Contract (No. 22-0109) for an upper limit of compensation not to exceed \$9,200,000.00. The Tollway is authorized to procure these goods and/or services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25. This item was previously presented for public hearing and, with no objections having been noted, was approved by the Chief Procurement Officer.

**Resolution**

The sole source quote from Kapsch TrafficCom USA, Inc. for the purchase of Electronic Toll Collection Equipment and Services is accepted. Contract No. 22-0109 is approved in an amount not to exceed \$9,200,000.00. 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 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:   
\_\_\_\_\_

Chair

## RESOLUTION NO. 22571

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Out-of-State Data Retrieval Services. Pursuant to the Tollway Request for Proposal No. 22-0042, and upon evaluation by a selection committee, the Tollway has determined that Law Enforcement Systems, LLC provides the best overall value for Out-of-State Data Retrieval Services for an upper limit of compensation not to exceed \$8,514,000.00 for an initial three-year term and an amount not to exceed \$12,432,000.00 for a possible three-year renewal term.

**Resolution**

The proposal from Law Enforcement Systems, LLC for the purchase of Out-of-State Data Retrieval Services is accepted. Contract No. 22-0042 is approved in an amount not to exceed \$8,514,000.00 for an initial three-year term and an amount not to exceed \$12,432,000.00 for a possible three-year renewal term. 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 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:   
Chair