

RESOLUTION NO. 22791

Background

Pursuant to Article III(4)(d) of the By-Laws of The Illinois State Toll Highway Authority (“Tollway”), the Tollway’s Board of Directors is authorized to create committees to assist the Board in carrying out its duties and responsibilities under the Toll Highway Act. The Board has determined that it is in the best interest of the Tollway to (i) create an ad hoc Strategic Planning Committee to advise the Board on the strategic direction of the Tollway and the planning of infrastructure investments, and (ii) adopt the proposed charter for said Committee. This Resolution supplements Resolution No.22715, which established the Board’s standing committees.

Resolution

To assist the Tollway with strategic planning and consideration of infrastructure investments, the Board of Directors hereby creates an ad hoc Strategic Planning Committee, which shall be comprised of the members identified here and shall operate in accordance with the charter presented to, and hereby approved by, the Board:

Ad hoc Strategic Planning Committee:

Chair: Scott Paddock
Members: Jacqueline Gomez
Karen McConnaughay
James Sweeney
Mark Wright

Approved by:



Chairman

RESOLUTION NO. 22792

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring a Desktop Refresh Project through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with CDW Government LLC, Tollway Contract No. 23-0195, for an upper limit of compensation not to exceed \$913,000.00. 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 a Desktop Refresh Project from CDW Government LLC in an amount not to exceed \$913,000.00 is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22793

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring a Vendor Managed Inventory Program for Fleet Operations. Pursuant to Tollway Request for Proposal No. 22-0090 and upon evaluation by a selection committee, the Tollway determined that Genuine Parts Company provides the best overall value for a Vendor Managed Inventory Program for Fleet Operations for an upper limit of compensation not to exceed \$26,190,710.00.

Resolution

The proposal from Genuine Parts Company for the purchase of a Vendor Managed Inventory Program for Fleet Operations is accepted. Contract No. 22-0090 is approved in an amount not to exceed \$26,190,710.00. 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. 22794

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-4917 for Ramp Pavement Repairs on the Reagan Memorial Tollway (I-88) at Mile Post 93.3 (DeKalb Oasis). The lowest responsive and responsible bidder on Contract No. RR-23-4917 is Curran Contracting Company in the amount of \$873,623.45.

Resolution

Contract No. RR-23-4917 is awarded to Curran Contracting Company in the amount of \$873,623.45, 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 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. 22795

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-9291 for Fiber Optic Systems Improvements, Systemwide. The lowest responsive and responsible bidder on Contract No. RR-23-9291 is Meade, Inc. in the amount of \$1,628,043.50.

Resolution

Contract No. RR-23-9291 is awarded to Meade, Inc. in the amount of \$1,628,043.50, 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 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. 22796

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-23-4758 for Bridge Construction on the Elgin O’Hare Western Access (I-490) between Mile Post 5.9 (Touhy Avenue) and Mile Post 6.2 (I-90). The lowest responsive and responsible bidder on Contract No. I-23-4758 is Herlihy Mid-Continent Company in the amount of \$24,001,072.14.

Resolution

Contract No. I-23-4758 is awarded to Herlihy Mid-Continent Company in the amount of \$24,001,072.14, 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 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. 22797

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-4921 for M-4 Storage Building Removal on the Tri-State Tollway (I-94) at Mile Post 8.4 (Grand Avenue). The lowest responsive and responsible bidder on Contract No. RR-23-4921 is Martinez Frogs, Inc. in the amount of \$860,792.90.

Resolution

Contract No. RR-23-4921 is awarded to Martinez Frogs, Inc. in the amount of \$860,792.90, 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 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. 22798

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-4930 for Systemwide Roadway Appurtenance Repairs, Systemwide. The lowest responsive and responsible bidder on Contract No. RR-23-4930 is Industrial Fence, Inc. in the amount of \$3,406,260.83.

Resolution

Contract No. RR-23-4930 is awarded to Industrial Fence, Inc. in the amount of \$3,406,260.83, 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 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. 22799

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22483 approved on 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) project from Mile Post 0.6 (Franklin Avenue) to 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 \$817,030.45, to provide compensation for modifying the temporary soil retention systems required for construction of the proposed northbound I-490 bridge over the Canadian Pacific rail yard. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order / Extra Work Order increasing the upper limit of compensation on Contract No. I-20-4727 in an amount not to exceed \$817,030.45.

Resolution

A Change Order / Extra Work Order in the amount of \$817,030.45 and a commensurate increase in the upper limit of compensation on Contract No. I-20-4727, increasing the upper limit of compensation from \$145,463,465.26 to \$146,280,495.71, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22800

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services on Contract No. I-23-4754, pertaining to the Elgin O’Hare Western Access (I-490) project, between Irving Park Road and Devon Avenue. Stanley Consultants, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$4,949,095.20. 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 Stanley Consultants, Inc. to obtain Design Services on Contract No. I-23-4754 with an upper limit of compensation not to exceed \$4,949,095.20, 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. 22801

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Systemwide Plaza Improvements on Contract No. RR-23-4911, Systemwide. Ciorba Group, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$2,499,693.13. 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 Ciorba Group, Inc. to obtain Design Services on Contract No. RR-23-4911 with an upper limit of compensation not to exceed \$2,499,693.13, 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. 22802

Background

As part of The Illinois State Toll Highway Authority's ("Tollway") Elgin O'Hare Western Access project, the Tollway is impacting Federal Aviation Administration ("FAA") facilities along the western side of O'Hare airport, including but not limited to approach lighting systems, a low level wind shear alert system, airport surface detection equipment and Model X facilities. The FAA requires that the Tollway provide funding for necessary engineering reviews, construction oversight, and permitting costs associated with the impacts. The estimated cost of the work being provided by the FAA is \$1,427,112.00. The Tollway agrees to reimburse the FAA for the actual cost of the work.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with the FAA to memorialize the parties' understandings and responsibilities relative to the work the FAA will provide and the Tollway's obligation to reimburse the FAA for its work.

Resolution

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

Approved by: 
Chairman

NON-FEDERAL REIMBURSABLE AGREEMENT**BETWEEN****DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION****AND****THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CHICAGO O'HARE INTERNATIONAL AIRPORT
CHICAGO, ILLINOIS**

WHEREAS, the **Federal Aviation Administration (FAA)** can furnish directly or by contract, material, supplies, equipment, and services which **The Illinois State Toll Highway Authority** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon reimbursable basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

WHEREAS, the FAA and Sponsor are party to separate Non-Federal Reimbursable Agreements: Agreement number AJW-FN-CSA-13- C136, Engineering Support of Illinois Tollway Construction Projects Impacting O'Hare International Airport, executed June 24, 2013 ("2013 Agreement"); and Agreement number AJW-FN-CSA-18-GL-001978, Engineering and Construction Oversight for the Elgin O'Hare Western Access Project impacting O'Hare International Airport, executed May 16, 2018 ("2018 Agreement").

WHEREAS, the FAA, Sponsor, and Chicago Department of Aviation ("CDA") are party to a separate intergovernmental agreement, executed August 10, 2023, that defines their respective responsibilities for maintenance and access of the Approach Light System with Sequences Flashing Lights ("ALSF-2") systems modified by the Project ("ALSF-2 IGA");

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

This agreement ("Agreement") is between the FAA and **The Illinois State Toll Highway Authority** (Parties).

ARTICLE 2. Type of Agreement

This Agreement is an “other transaction” authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to document responsibilities and funding for FAA engineering reviews, construction oversight, and permitting required for multiple Sponsor construction contracts that impact FAA facilities along the western side of O’Hare International Airport (“O’Hare Airport”), including ALSF-2 systems, Low Level Wind Shear Alert System (“LLWAS”), and Airport Surface Detection Equipment, Model X (“ASDE-X”) facilities. The Sponsor is implementing design and construction of the Elgin O’Hare Western Access (“EOWA”) Project, which includes construction of the I-490 toll highway and associated features along the west side of O’Hare Airport, connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294). The EOWA Project improvements are included as part of multiple construction contracts. The intention of this Agreement is to capture the remaining FAA involvement required as part of the EOWA Project. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Engineering and Construction Oversight for the Elgin O’Hare Western Access Project impacting O’Hare International Airport

- B. The FAA will perform the following activities:
1. Provide technical services and consultation.
 2. Meet with the Sponsor as required, to coordinate and discuss project planning and engineering.
 3. Conduct site visits as part of final engineering analysis.
 4. Provide cost estimates and assistance in project and schedule planning.
 5. Provide final design reviews on plans and specifications, including changes as part of construction field orders after the contract award period.
 6. FAA will conduct the required environmental analysis in the form of the Environmental Due Diligence Audit (“EDDA”) documentation for the FAA Facilities and Equipment (“F&E”) facilities with real property transaction(s) that are associated with the EOWA Project. FAA will be responsible for performing the acquisition EDDA for the new facilities to ensure they meet FAA requirements. The Sponsor will provide any existing documentation and records it currently has available regarding the proposed parcel, which the acquisition EDDA will be based upon. Any additional necessary information to provide a complete record will be the responsibility of the FAA to obtain. No EDDA will be necessary for existing ALSF-2 Systems to be relocated within the existing FAA

lease area for the ALSF-2, which is congruent to the ALSF-2 lightplane boundary; the EDDA was already provided/analyzed for the lightplane area as part of the initial system commissioning.

7. Coordinate with the Sponsor in order to ensure the National Environmental Policy Act (“NEPA”) documentation for the project incorporates associated FAA F&E actions; also ensure NEPA documentation meets FAA requirements and approvals.
8. Evaluate impacts to FAA equipment, as required.
9. Utilize Sponsor design documentation to develop drawings and specifications for FAA Resident Engineer oversight of Sponsor construction activities and for FAA electronics installation activities.
10. The FAA will review the design plans and specifications prepared by the Sponsor at 60%, 90% and 100% completion. The engineering design reviews being referenced that are submitted prior to the effective date of this Agreement will be performed under the 2018 Agreement for design consultation, which covers review up to the contract award.
11. Review the red-line and as-built drawings by the Sponsor’s contractor.
12. When the Sponsor completes the site and facility construction, FAA to perform Contractor Acceptance Inspection (“CAI”) and create a punchlist necessary for project acceptance in a timely manner; punchlist will be transmitted to Sponsor within a timeframe no longer than 4 working days from completion of CAI. Upon Sponsor completion of necessary punchlist work, FAA will complete CAI acceptance (no longer than 5 working days from completion of punchlist items).
13. When the Sponsor completes the site and facility construction, FAA will facilitate a successful system commissioning for restoration of ALSF-2 or other NAVAID service in a timely manner. FAA will begin commissioning activities in a timeframe no longer than 5 working days from CAI acceptance. FAA will complete commissioning activities, including all necessary documentation, and schedule restoration flight check(s), in a timeframe no longer than 30 working days from CAI acceptance.
14. Where applicable, FAA will process all necessary internal permits and obtain required approvals including but not limited to completing processes for National Change Proposal (“NCP”) submittals and Safety Management System (“SMS”) reviews. Submittals will be made in a timely manner to not encumber the Sponsor’s implementation schedule.
15. The scope of work as it relates to FAA facilities requiring engineering design review and construction oversight by the EOWA Project:
 - i. Runway 10C ALSF-2 Protection and Modification**
 1. **Scope:** The scope includes modification of the Runway 10C ALSF-2 system due to construction of the I-490 toll highway, anticipated in 2024. Protection of the ALSF-2 stations will be implemented, as necessary, during adjacent roadway and utility construction.

2. **Engineering:** Engineering design review of Runway 10C ALSF-2 protection and modification was completed as part of the 2013 Agreement and 2018 Agreement.
3. **Construction:** FAA to perform construction oversight for the protection and modification of the ALSF-2 stations for Runway 10C.
4. **Permitting:** Permitting for this work was completed as part of the 2018 Agreement. The ALSF-2 IGA includes terms and conditions for the proposed changes to ALSF-2 system access resulting from the Sponsor's construction.
5. **Acceptance of Relocated ALSF-2 System:** The FAA will schedule work including, but not limited to, FAA certification and flight check, as necessary to commission the modified ALSF-2 system in support of the Sponsor's construction and consistent with the Sponsor's construction schedule.

ii. Runway 10R-28L Protection and Modification

1. **Scope:** The scope includes protection and modification of the Runway 10R ALSF-2 and Instrument Landing systems ("ILS"). The construction of the I-490 toll highway requires modification of the Runway 10R ALSF-2 system, anticipated in 2025. In addition, the I-490 roadway alignment is proximate to existing Runway 10R-28L protection areas including: Runway 10R Glide Slope Antennae and associated critical areas; Runway Object Free Area; and Runway 28L Localizer Critical Area. Protections of the ALSF-2 stations, ILS, and Runway 10R-28L will be implemented, as necessary, during adjacent roadway and utility construction, anticipated between 2025 and 2027.
2. **Engineering:** FAA to perform engineering design review of the Sponsor's design associated with the protections and the modification of ALSF-2 stations and proposed work activity near Runway 10R-28L.
3. **Construction:** FAA to perform construction oversight for the protection and modification of ALSF-2 stations and modifications/protections for Runway 10R-28L, including the associated ILS systems.
4. **Permitting:** The ALSF-2 IGA includes terms and conditions for the proposed changes to ALSF-2 system access resulting from the Sponsor's construction. FAA will review Sponsor permit conditions for the modified ALSF-2 stations and for proposed changes to the Runway 10R-28L critical areas including ILS and associated runway protection areas associated with the Sponsor's proposed construction.
5. **Acceptance of Relocated ALSF-2 System and Runway 10R-28L Modifications:** The FAA will schedule work including, but not limited to, FAA certification and flight check, as necessary to commission the modified ALSF-2, ILS system or proximate area, in support of the Sponsor's construction and consistent with the Sponsor's construction schedule.

iii. LLWAS #20 Site Modification

1. **Scope:** The relocation of the O'Hare Airport access road and utility services to the existing LLWAS system result in site modifications to the

existing LLWAS #20. Utility and construction work is anticipated to occur between 2024 and 2026.

2. **Engineering:** Engineering design review was completed as part of the 2013 Agreement.
3. **Construction:** FAA to perform construction oversight for LLWAS #20 site modification. The construction will be performed by Cook County Department of Transportation and Highways (“CCDOH”) per a separate agreement between the Sponsor and CCDOH.
4. **Permitting:** Permitting for the LLWAS #20 site modification was completed as part of the 2018 Agreement.
5. **Acceptance of Modified LLWAS #20:** The FAA will schedule site acceptance including, but not limited to, punchlist creation and documentation intake of as-built conditions.

iv. ASDE-X Remote Unit #13 Relocation

1. **Scope:** Relocation of the existing ASDE-X Remote Unit (“RU”) #13 due to site conflicts with construction of the I-490 toll highway. The FAA will evaluate options for the ASDE-X RU #13 relocation due to the present infeasibility of procurement of certain components. The Parties agree to an alternate option for relocation, as determined to be feasible by FAA, that does not interfere with the Sponsor's construction and consistent with the Sponsor's construction schedule. The relocation is anticipated by 2025.
2. **Engineering:** FAA engineering design review was completed as part of the 2018 Agreement. FAA to perform additional engineering design review, as required, to accommodate the alternate option for the ASDE-X RU #13 relocation as part of this Agreement.
3. **Construction:** The FAA to perform construction oversight for the ASDE-X RU #13 relocation. The Sponsor will perform the site preparation and will procure the mounting infrastructure necessary for the site relocation, unless an alternate option is selected, in which case the FAA will procure the required infrastructure. The selected equipment will need to meet FAA Standards and vendor requirements in order for the site relocation to be acceptable to the FAA. The FAA will be responsible for removal and relocation of the existing ASDX-RU #13 electronic equipment to the new site. The existing elements of the ASDX-RU #13 site not proposed to be salvaged by the FAA will be demolished by the Sponsor.
4. **Permitting:** Permitting for the ASDE-X #13 RU was complete as part of the 2018 Agreement.
5. **Acceptance of Modified ASDE-X Remote Unit #13:** The Sponsor will complete the construction and the FAA will schedule site acceptance including, but not limited to, punchlist creation, Joint Acceptance Inspection (“JAI”), and documentation intake of as-built conditions.

v. Runway 9L ALSF-2 Protection and Modification

1. **Scope:** The scope includes protection of the Runway 9L ALSF-2 system, as necessary, during adjacent I-490 toll highway roadway and utility construction. The modification of the 9L ALSF-2 system was complete as part of the 2018 Agreement with construction occurring in 2023.

Protection of the system is required for subsequent construction of petrochemical pipelines and construction of the I-490 toll highway in the vicinity and across the ALSF-2 system, anticipated to be constructed from 2024 to 2025, and in 2026, respectively.

2. **Engineering:** FAA engineering design review for the modification of the Runway 9L ALSF-2 system was completed as part of the 2018 Agreement. As part of this Agreement, the FAA will perform engineering design review associated with additional protections for Runway 9L as required during the construction of the petrochemical pipelines and the construction of the I-490 toll highway.
3. **Construction:** The FAA performance of construction oversight for the modification of ALSF-2 stations for Runways 9L was substantially completed via 2018 Agreement. FAA to perform construction oversight for the 9L ALSF-2 protection during construction of the petrochemical pipelines and I-490 roadway across and in the vicinity of the existing 9L ALSF-2 system.
4. **Permitting:** Permitting was completed as part of the 2018 Agreement. The ALSF-2 IGA includes terms and conditions for the proposed changes to ALSF-2 system access resulting from the Sponsor's construction.
5. **Acceptance of Relocated ALSF-2 System:** The FAA certification and flight check, as necessary to commission the modified 9L ALSF-2 system was substantially completed via 2018 Agreement; any remaining work after the effective date of this Agreement will be charged to this Agreement. The FAA will schedule work including, but not limited to, FAA certification and flight check, as it deems necessary to certify changes along the I-490 roadway corridor within the extended protection zones for Runway 9L ILS approach in support of the Sponsor's construction and consistent with the Sponsor's construction schedule.

vi. South ASR-9 Protection

1. **Scope:** The installation of the I-490 toll highway is proximate to the existing South Airport Surveillance Radar ("ASR-9") facility. In this location, the Sponsor's construction of the I-490 toll highway and associated enabling work is anticipated to occur through 2025, at which time the South ASR-9 will remain an existing operational facility. Modifications to the South ASR-9 facility include the relocation of existing utility services, relocation of the O'Hare Airport access road to the site, and adjacent I-490 toll highway construction.
2. **Engineering:** FAA engineering design review of the South ASR-9 protection was complete as part of the 2018 Agreement.
3. **Construction:** FAA to perform construction oversight for South ASR-9 utility connections onto the existing South ASR-9 site. Construction will be performed by ComEd and AT&T utility companies per a separate agreement between the Sponsor and utility companies. FAA to perform construction coordination and oversight for I-490 toll highway construction adjacent to the site.
4. **Permitting:** Permitting has been completed for the utility relocation and associated enabling work proximate to the South ASR-9 facility as part of

the 2018 Agreement. The FAA to review Sponsor permit conditions for the relocation of the O'Hare Airport access road to the site and adjacent I-490 toll highway construction.

5. Acceptance of Modified South ASR-9 Utility and Roadway

Connections: The FAA will schedule site acceptance including, but not limited to, punch list creation and documentation intake of as-built conditions.

C. The Sponsor will perform the following activities:

1. Provide funding for all activities in this Agreement.
2. Be responsible for facilitating, documenting, and mitigating issues as identified by the FAA in a timely manner.
3. Provide the FAA detailed information (exhibits, diagrams, drawings, photographs, plans, elevations, coordinates, and heights) for all proposed, planned or related projects on the airport.
4. Provide to the FAA copies of any environmental documents when requested by the FAA. The Sponsor will provide any existing documentation and records it currently has available regarding the proposed parcel, which the EDDAs will be based upon. FAA will be responsible for performing the EDDAs.
5. Design and construct site preparation and protection for NAVAID and ALSF systems as defined in Article 3.B.
6. Provide to the FAA the proposed schedule for the engineering and construction phases of the project within 30 days of the start of each of the Sponsor's projects described herein. Additionally, the following delineated tasks shall be updated every three months or as engineering and/or construction schedule changes:
 - Start date of the project's engineering design
 - Completion date of the project's engineering design
 - Date Sponsor's construction project is submitted to the public for bid
 - Award date and entity awarded construction of Sponsor's project
 - Date construction of Sponsor's project is to start
 - Date construction of Sponsor's project is to be completed
7. Submit an obstruction evaluation for an obstruction determination. Requirements are set forth in Advisory Circular 70-7460-2K, Proposed Construction or Alteration of Objects that May Affect Navigable Airspace, 03/01/2000.
8. Provide one (1) sets of "as-built" drawings in Tabloid (11" x 17") size and one set in electronic file format using the PDF and AutoCAD (DWG) format, including pertinent library files.
9. Complete NEPA requirements per FAA NEPA Order.
10. Prior to the commencement of any construction, if applicable, Sponsor must grant necessary land rights and enter into a no-cost land permit with FAA for identified relocated facility for a 20-year term. The land rights granted are to include, but not limited to essential land sites, associated access road and cable routes from utility service points.
11. Each party has responsibilities to remediate identified hazardous substance contamination consistent with the planned unmanned site description and limited use of the site for maintenance purposes only. Any potential remediation is dependent upon contamination type and will be limited to the level required by

FAA policy for use of the site. The no-cost land permit shall identify any known existing releases and such remediation as defined in provisions below.

- The Sponsor agrees to save and hold the FAA harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the permitted premises, which are not directly attributable to the installation, operation and /or maintenance of the Runways 9L, 9C, 9R, 10L, 10C and 10R ALSF-2 stations as documented in the ALSF-2 IGA.

12. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

D. This agreement is not, in whole or in part, funded with funding from an Airport Improvement Program (“AIP”) grant.

ARTICLE 4. Points of Contact

A. FAA:

1. The Technical Operations Central Services Area will provide administrative oversight of this Agreement. Jeff Page is the FAA Technical Officer and liaison with the Sponsor and can be reached at (847) 294-7343 or via email at D.Jeff.Page@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The Technical Operations Central Services Area will perform the scope of work included in this Agreement. Jeff Page is the FAA Technical Officer and liaison with the Sponsor and can be reached at (847) 294-7343 or via email at D.Jeff.Page@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395 or via email at Brad.Logan@faa.gov.

4. Sponsor:

Illinois State Toll Highway Authority
Attn: Manar Nashif, Chief Engineering Officer
2700 Ogden Avenue
Downers Grove, Illinois, 60515
(630) 241-6800 Extension 3841
E-mail: mnashif@getipass.com

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA’s opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this Agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA’s ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Plants Engineering WB4020, WB4050	\$220,000.00
Electronics Engineering WB4020	\$60,000.00
EOSH Engineering Support WB4030	\$50,000.00

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Drafting WB4020	\$10,000.00
Resident Engineer (RE – NAVAIDS) WB4020, WB4050	\$340,000.00
Resident Engineer (RE - RU13) WB4020, WB4050	\$60,000.00
Labor Subtotal	\$740,000.00
Labor Overhead	\$147,112.00
Total Labor	\$887,112.00
Non-Labor	
Construction Oversight (WB4050) (Sponsor Site Preparation NAVAIDS)	\$360,000.00
Installation (WB4060) ASDE-X Remote Unit 13	\$40,000.00
Environmental/EOSH Engineering Support WB4030	\$40,000.00
Flight Check	\$50,000.00
Drafting	\$10,000.00
Non-Labor Subtotal	\$500,000.00
Non-Labor Overhead	\$40,000.00
Total Non-Labor	\$540,000.00
TOTAL ESTIMATED COST	\$1,427,112.00

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date, or May 31, 2029, whichever date occurs first..

Work associated with the EOWA Project and performed by the FAA before the effective date of this Agreement will be charged to the 2018 Agreement; any work performed by the FAA after the effective date of this Agreement is to be invoiced as part of this Agreement as described herein.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury

guidelines, refunds under \$1.00 will not be processed. Additionally, the FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of this Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this Agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Illinois State Toll Highway Authority
Attn: Manar Nashif, Chief Engineering Officer
2700 Ogden Avenue
Downers Grove, Illinois, 60515
(630) 241-6800 Extension 3841
E-mail: mnashif@getipass.com

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the

scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

- A. This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements, and other transactions as necessary to carry out the functions of the Administrator and the Administration

on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

- B. The Sponsor, 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.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents, and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, *et seq.*, will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special, and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Records

The parties agree to maintain books and records, including information stored in databases or other computer systems, related to the performance of this Agreement for a minimum of five (5) years from the last action on the 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”), the Illinois Tollway Department of Internal Audit, the Executive Inspector General, State of Illinois internal auditors, or any other governmental agency or agent thereof authorized to audit or inspect such books and records, and the FAA shall not bill the Illinois Tollway for time relating to their cooperation.

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY**

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

SIGNATURE SEE ATTACHMENT
NAME _____
TITLE _____
DATE _____

EXECUTED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Arnaldo Rivera
Chair/CEO

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

RESOLUTION NO. 22803

Background


The Illinois State Toll Highway Authority (“Tollway”) previously entered into an Intergovernmental Agreement (“Agreement”) with the Illinois State Police (“ISP”), which, through District 15, patrolled and policed the entirety of the Tollway’s toll highway system. Due to the restructuring of ISP’s organizational units, the Tollway and ISP (collectively, “Parties”) are revising their Agreement to conform to ISP’s new structure.

The first phase of the Parties’ new agreement reflects the facts that (i) going forward, ISP personnel assigned to ISP Troop 1 and ISP Troop 3 (specifically, Troop 3, Sector 5) will be responsible for policing and patrolling the TOLLWAY’s toll highway system, and (ii) as of January 1, 2024, ISP Troop 1 will assume certain dispatch-related duties. It is in the best interest of the Tollway to enter into Phase I of the Parties’ new agreement.

The second phase of the Parties’ new agreement, which is anticipated to commence July 1, 2024, will (i) establish a fee for service model of compensation for policing and other services ISP provides to the Tollway, (ii) govern any leases pursuant to which ISP leases real property from the Tollway, and (iii) set forth the purchase terms pursuant to which ISP will purchase personal property from the Tollway.

Resolution

Phase I of the new agreement between The Illinois State Toll Highway Authority and the Illinois State Police, as discussed in Executive Session, is approved. The Chairman/Chief Executive Officer of the Tollway, subject to the approval of the General Counsel and the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22804

Background

The Illinois State Toll Highway Authority (“Tollway”) negotiated a settlement of worker’s compensation claims filed by David Johnson. It is in the best interest of the Tollway to finalize and implement the settlement.

Resolution

The settlement of David Johnson’s worker’s compensation claims is approved. The General Counsel is authorized to finalize a settlement agreement consistent with the terms presented to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate the 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