



# City of Chicago



F2014-102

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 12/10/2014  
**Sponsor(s):** Dept./Agency  
**Type:** Communication  
**Title:** O'Hare Modernization Program, South Airfield Taxiways K and L Project - Phase 2A  
**Committee(s) Assignment:**



CHICAGO DEPARTMENT OF AVIATION  
CITY OF CHICAGO

October 30, 2014

The Honorable Susana A. Mendoza  
Office of the City Clerk  
121 North LaSalle Street, Room 107  
Chicago, Illinois 60602

Subject: O'Hare Modernization Program  
Agreement with Federal Aviation Administration  
Ref: WBS OH.6135.500.50.551.B.1.cc  
OMP-CL-OTH-0001

Dear Ms. Mendoza:

Transmitted herewith is a copy of the following document:

- AJW-FN-CSA-13-C130A, Relocate LLWAS Site 16/ASDE-X RU 11 for South Airfield Taxiways K and L Project at O'Hare International Airport – OMP Phase 2A

This agreement was executed by the Commissioner of the Department of Aviation/O'Hare Modernization Program and is being forwarded to you pursuant to applicable ordinances. Please put this document on file in your office and make it available to members of the public who may wish to review it in accordance with your customary practices.

Sincerely,

Jessica Sampson  
General Counsel, CDA

Enclosure: 1. AJW-FN-CSA-13-C130A, Relocate LLWAS Site 16/ASDE-X RU 11 for South Airfield Taxiways K and L Project at O'Hare International Airport – OMP Phase 2A (8 pages) executed 2/5/2014

cc: J. Leach, CDA  
A. Garcia, CDA  
B. Boratyn, CDA  
Document Control

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**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**CHICAGO DEPARTMENT OF AVIATION  
CHICAGO O'HARE INTERNATIONAL AIRPORT  
CHICAGO, ILLINOIS**

**AMENDMENT**

**ARTICLE 10. Changes and Modifications**, of Memorandum of Agreement Number AJW-FN-CSA-13-C130 requires that changes to the Agreement shall be made by an appropriate written modification and that any modification to the Agreement shall be executed in writing and signed by the authorized representative of each party.

The Federal Aviation Administration (FAA) and the Chicago Department of Aviation, (Sponsor) mutually concur that the Agreement should be modified by revising and/or modifying Article 3, Article 7, Article 9 and Article 21 of the Agreement, specifically as set forth below, it is the intent of the parties that the other language in the original Agreement remains unchanged.

This modification is to include scope change and additional funds for this change. Therefore, the Federal Aviation Administration (FAA) and the Chicago Department of Aviation (Sponsor) mutually concur that the cost estimate for Agreement AJW-FN-CSA-13-C130 shall be increased by **\$226,548.00**.

**ARTICLE 3. Scope**

- A. The purpose of this Agreement between the FAA and the Sponsor is to relocate Low Level Windshear Alert System (LLWAS) station 16/ASDE-X Remote Unit 11 to Remote Transmitter/Receiver Site U (RTR-U) site to accommodate O'Hare South Airfield Taxiways K and L project. LLWAS 16/ASDE-X RU 11 at its existing location is required to be relocated prior to operating aircraft on Taxiway K, which is currently planned to occur approximately November 2014.

Therefore, this Agreement is titled:

**“Relocate LLWAS Site 16/ASDE-X RU 11 for South Airfield Taxiways K and L  
Project at O'Hare International Airport – OMP Phase 2A”**

- B. The FAA will perform the following activities:

1. Equipment and Material Provisioning Responsibilities:

- a. FAA will be responsible for the procurement and installation of the LLWAS pole, wind sensor, and ASDE-X Remote Unit 11 equipment for Station 16 to support South Airfield Taxiway K and L project.
- b. FAA will remove existing LLWAS equipment from site 16 after the new site is commissioned.

2. Construction Responsibilities:

- a. The FAA will provide construction oversight for FAA LLWAS 16/ASDE-X RU 11 site preparation project.

3. Electronics Installation Responsibilities:

**LLWAS Station 16/ASDE-X Remote Unit 11**

- a. Install 60' pole.
- b. Procure and install LLWAS electronics.
- c. Adapt and commission new LLWAS station 16.
- d. Install and commission ASDE-X Remote Unit 11 equipment.

4. Environmental Responsibilities:

- a. Review and accept Environmental Due Diligence Audit (EDDA) documentation for FAA F&E facilities with real property transaction(s) that are associated with this project.
- b. Coordinate with the Airport Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA F&E actions. Also ensure NEPA documentation meets FAA requirements and approvals.
- c. Provide Environmental Due Diligence Audit (EDDA) documentation prior to lease termination, documenting any hazardous material or petroleum product contamination that may have been caused by FAA activities on the existing LLWAS 16/ASDE-X RU 11 Facilities lease site. A Phase II EDDA will be conducted if the FAA suspects from the Phase I EDDA that activities at the site may have caused soil or groundwater contamination.
- d. Complete a Hazardous Materials Survey (HMS) of the existing LLWAS lease site during the Phase I EDDA site reconnaissance. Verbiage will be included in the report to ensure the sponsor is notified of all building materials, equipment, and products associated with the current LLWAS facilities lease sites that contain hazardous materials.

- e. The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation and/or maintenance of the LLWAS 16/ASDE-X RU 11 site.

5. Property Lease Responsibilities:

- a. Submit request to Sponsor to add the new LLWAS 16/ASDE-X RU 11 site to the master lease.

6. Property Transfer Responsibilities:

- a. Conduct a mutual or joint inspection of the facilities with the sponsor and prepare a checklist of any items that are not acceptable to the FAA.
- b. Accept transfer of ownership of new LLWAS.

7. Other Responsibilities:

- a. Provide FAA design standards and specifications to the Sponsor's engineering firm for inclusion into their future bid package.
- b. Provide a Resident Engineer (RE) for the duration of the LLWAS site 16 project to oversee construction and demolition and ensure FAA standards and codes are met.
- c. Review of the design plans and specifications prepared by the Sponsor at 90% and 100% completion.
- d. Review and approve the "as-built" drawings of the Sponsor's construction contractor.
- e. Perform disposition of removed equipment and capitalization of new assets.

C. The Sponsor will perform the following activities:

1. Funding Responsibilities:

- a. The Sponsor is responsible to fund the actual cost of the procurement, delivery, and installation of the LLWAS equipment for LLWAS 16.
- b. Complete hazardous material remediation as identified in section 4d below and Article VIII (A) and (B).

- c. Provide funding to cover the cost of FAA resident engineer (RE) services for the duration of this project. Provide the FAA RE the opportunity to inspect foundations, cad-welds, and cable routes.

## 2. Engineering Design Responsibilities

- a. Provide engineering plans and drawings for LLWAS 16 designs, specifications and schedules at the 90%, Issued for Construction, Bulletins, and Addendums for FAA review and input.
- b. Provide electronic copies of engineering drawings requested by the FAA during the review process in an FAA acceptable format to allow adequate feedback and redlining.
- c. Ensure that all airspace feasibility studies on final locations are provided to the FAA for review and comment in a timely fashion.
- d. Ensure compliance and consistency with FAA orders, standards and testing requirements.

## 3. Construction and Installation Responsibilities:

- a. Design and construct site preparation for LLWAS station 16.
- b. The Sponsor has construction responsibilities for site preparation for LLWAS 16 site.
- c. Submit an obstruction evaluation for an obstruction determination. Requirements are set forth in Form FAA 7460-1 – Notice of Proposed Construction or Alteration (2/1/2012)
- d. Provide three (3) sets of “as-built” drawings in “D” size and one set in electronic file format using the Microstation format.

## 4. Environmental Responsibilities

- a. Provide any required Environmental Studies necessary to accomplish the work listed in this Memorandum of Agreement (MOA). Provide Environmental Due Diligence Audit (EDDA) documentation for the new facility lease area prior to the commencement of any construction, documenting any hazardous materials or petroleum product contamination. The Sponsor agrees to remediate, at its sole cost, all hazardous substance or petroleum contamination on the premises prior to construction of the new LLWAS 16 site.
- b. Complete NEPA requirements per FAA NEPA Order.

## 5. Property Lease Responsibilities

- a. Sponsor shall provide land rights and enter into no-cost land lease(s) with the FAA for the new or relocated facilities for the term of the Master

Lease (expires 9/30/2020). This includes the new site and any access roads, cable routes and/or restricted critical areas. The land rights contained in the lease document will incorporate the legal descriptions and drawings provided by Sponsor. The lease shall identify any known existing releases of hazardous substances or threatened releases of petroleum products to the property. The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation and/or maintenance of the LLWAS 16 Site. The Sponsor/Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises, which are not directly attributable to the installation, operation and /or maintenance of the LLWAS 16 Site.

- b. The Sponsor agrees to provide the legal description, plot definition and topographical survey, including latitude and longitude, and elevation of the new facility's location, including any required restricted areas and easements for access and utilities as required (including water, power, gas, communications, etc.). The Sponsor shall have all lease and easement agreements fully executed between the Sponsor and the FAA prior to the commencement of any construction under this Agreement.

**ARTICLE 7. Estimated Costs**

<b>Cost Estimate- LLWAS 16 Relocation</b>	
<b>Description of Reimbursable Item</b>	<b>Estimated Cost</b>
<b>FAA LABOR COSTS</b>	
Plants Engineering (WB4020)	\$20,000.00
Environmental (WB4030)	\$20,000.00
Construction Resident Engineer (WB4020/WB4050)	\$30,000.00
Electronics Engineering, (WB4020, WB4050)	\$20,000.00
Drafting (WB4020)	\$5,000.00
Installation/Checkout (WB4060, WB4050)	\$30,000.00
<b>OMP Completion Phase 2A Administrative Overhead (0%)</b>	<b>\$0.00</b>
<b>Labor Sub-Total</b>	<b>\$125,000.00</b>
<b>FAA NON-LABOR COSTS</b>	
LLWAS 16 Procure and Install 60' Pole	\$52,800.00
LLWAS 16 Procure Anemometer	\$ 3,000.00
LLWAS 16 Procure Electronics	\$20,000.00
Removal/Disposal of Existing LLWAS 16 Pole	\$20,000.00
<b>OMP Completion Phase 2A Administrative Overhead (6%)</b>	<b>\$ 5,748.00</b>
<b>Non-Labor Sub-Total</b>	<b>\$101,548.00</b>
<b>Amendment Total</b>	<b>\$226,548.00</b>

**Adjusted Modification**

Description of Reimbursable Item	Estimated Cost
New Agreement Total including Overhead (Original + Modification)	\$1,123,262.64
Total received from the Project Sponsor for the original Agreement including Overhead.	(\$896,714.64)
<b>TOTAL of this Modification</b>	<b>\$226,548.00</b>

**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 full advance payment in the amount stated in Article 7 to the Accounting Division 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. All funds due after project completion will be netted against the advance payment, and as appropriate, a refund or bill will be issued.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center  
Attn: AMK-323, Reimbursable Project Team  
P.O. Box 25082  
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center  
Attn: AMK-323, Reimbursable Project Team  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169  
Telephone: 405-954-9314

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

Mr Michael Zonsius, CPA  
Chief Financial Officer

City Department of Aviation  
10510 W. Zemke Road  
PO Box 66142  
Chicago, IL 60666  
Phone: 773-686-3433  
FAX: 773-686-6235

- 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 modified 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 a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification 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 21. Entire Agreement**

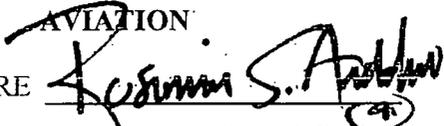
This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications 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.

AGREED:

FEDERAL AVIATION  
ADMINISTRATION

CHICAGO DEPARTMENT OF  
AVIATION

SIGNATURE 

SIGNATURE 

NAME Irene Medina

NAME Rosemarie S. Andolino

TITLE Contracting Officer

TITLE Commissioner

DATE 2/7/14

DATE 2/17/14