



City of Chicago



F2014-104

Office of the City Clerk

Document Tracking Sheet

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|---------------------------------|---|
| Meeting Date: | 12/10/2014 |
| Sponsor(s): | Dept./Agency |
| Type: | Communication |
| Title: | O'Hare Modernization Program, Establishment of Equipment Room Safety Catwalk at North ATCT - Phase 1 |
| 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.6126.100.50.005.B.1.cc
OMP-CL-OTH-0006

Dear Ms. Mendoza:

Transmitted herewith is a copy of the following document:

- AJW-FN-CSA-13-C146 Establishment of Equipment Room Safety Catwalk at the North ATCT at O'Hare International Airport – OMP Phase I

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-C146 Establishment of Equipment Room Safety Catwalk at the North ATCT at O'Hare International Airport – OMP Phase I (7 pages) executed 9/16/2013

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

**CITY OF CHICAGO
O'HARE MODERNIZATION PROGRAM
CHICAGO, ILLINOIS**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City Of Chicago, O'Hare Modernization Program (OMP) (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 a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

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

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and the City Of Chicago, OMP.

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 for the engineering, procurement and installation effort required for the establishment of a safety catwalk for the 15th floor equipment room of the existing ORD North Airport Traffic Control Tower.

This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Establishment of Equipment Room Safety Catwalk at the North ATCT at O'Hare International Airport – OMP Phase 1

B. The FAA will perform the following activities:

1. FAA will be responsible for re-evaluating the safety catwalk design that was created by AECOM, the Engineer of Record for the NATCT, and provided by the City of Chicago to the FAA in 2008;
2. FAA will be responsible for procurement and installation of safety catwalk;

C. The Sponsor will perform the following activities:

1. Provide funding for this Agreement;
2. Sponsor is responsible to fund the actual cost of the design evaluation, procurement, delivery, and installation of the equipment room safety catwalk;

ARTICLE 4. Points of Contact

A. FAA:

1. The Technical Operations Central Services Area will perform the scope of work included in this Agreement. Brian Gurke is the FAA Technical Officer and liaison with the Sponsor and can be reached at (847) 294-7464. 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. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Irene Medina who can be reached at (847) 294-8309.

B. Sponsor:

Mr. Michael Zonsius, CPA
Chief Financial Officer
Chicago Department of Aviation
10510 W. Zemke Road
PO Box 66142
Aviation Administration Building
Chicago, IL 60666
Phone: (773) 686-3433
Fax: (773) 686-6235

ARTICLE 5. Non-Interference with Operations

Not required under this Agreement

ARTICLE 6. Property Transfer

Not required under this Agreement

ARTICLE 7. Estimated Costs

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

| Description of Reimbursable Item | Estimated Cost |
|---|----------------------|
| Establishment of Safety Catwalk: FAA Labor Costs | |
| Plants Engineering WB4020, WB4050 | \$ 147,000.00 |
| Environmental/EOSH Engineering Support WB4030 | \$ 1,000.00 |
| Electronics Engineering WB4020, WB4050 | \$ 34,000.00 |
| Resident Engineer (RE) WB4020, WB4050 | \$ 30,000.00 |
| Total FAA Labor Costs | \$ 212,000.00 |
| Establishment of Safety Catwalk: FAA Material Costs | |
| Contract Services (design eval., procure, install) | \$ 529,000.00 |
| Material/Misc. | \$ 39,450.00 |
| Total FAA Material Costs | \$ 568,450.00 |
| Subtotal of Labor and Material | \$ 780,450.00 |
| Phase 1 Overhead Waived | \$ 0.00 |
| Total Estimated Cost | \$ 780,450.00 |

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. 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, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

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.

- 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: AMZ-330, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-9585

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
Chicago Department of Aviation
10510 W. Zemke Road
PO Box 66142
Aviation Administration Building
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 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification 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 modification(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 modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

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

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

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

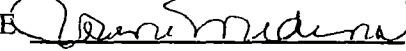
In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements (January 2011) are met.

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.

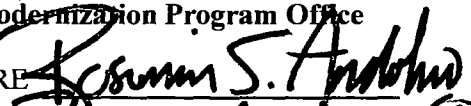
AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE 
NAME Irene Medina
TITLE Contracting Officer
DATE 9/20/13

CITY OF CHICAGO

O'Hare Modernization Program Office

SIGNATURE 
NAME Rosamir Arredondo (A)
TITLE Commissioner
DATE 9/16/13