



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Text

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File #: F2013-51, Version: 1

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### Chicago Department of Aviation

CITY OF CHICAGO

July 23, 2013

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.6135.110.30.512.B.1.CC OMP-CL-OTH-0021

Dear Ms. Mendoza:

Transmitted herewith is a copy of the following document:

- AJW-FN-CSA-13-C133, Relocation of Low Level Windshear Alert System (LLWAS) Station 15/ASDE-X RU 10 at O'Hare International Airport - OMP Completion 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.

Jor^dhan Leach General Counsel, CDA

Originated by: Sally Hettinger, PMO

Enclosures:

1. AJW-FN-CSA-13-C133, Relocation of Low Level Windshear Alert System (LLWAS) Station 15/ASDE-X RU 10 at O'Hare International Airport - OMP Completion Phase 2A, (10 pages), executed 4/03/2013
2. Attachment A - Sponsor Cost Form (1 page)

Cc: Document Control

10510 WEST ZEMKE ROAD, P.O. BOX 66142, CHICAGO, ILLINOIS 60666

**Agreement Number AJW-FN-CSA-13-C133**

### 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(1)(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(1)(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 and installation effort required for the relocation of Low Level Windshear Alert System (LLWAS) station 15 and ASDE-X Remote Unit (RU) 10 in support of the ORD South Air Traffic Control Tower (ATCT), O'Hare International Airport, Chicago, Illinois. The LLWAS station 15 will be relocated by installing new

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equipment at the new proposed location, then the existing station 15 will be removed and decommissioned upon commissioning of new station 15. This Agreement provides funding for the FAA to provide these services.

The following facilities will be established to support relocating LLWAS station 15:

1. Low Level Windshear Alert System (LLWAS)/ASDE-X RU-10 site including foundation, pole (110'), fence, access road.

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

**"Relocation of Low Level Windshear Alert System (LLWAS) Station 15/ASDE-X RU 10 at O'Hare International Airport - OMP Completion Phase 2A"**

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 preliminary engineering analysis;
4. Provide cost estimates and assistance in project and schedule planning;
5. Provide preliminary design reviews on grading plans and other preliminary plans and specs;
6. Provide preliminary environmental analysis;
7. <sup>pi bj k.</sup> \_Coi)idinate\_ with the Airport 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. Review Environmental Due Diligence Audit (EDDA) documentation for the FAA F&E facilities with real property transaction(s) that are associated with this
9. Evaluate impacts to FAA equipment, as required;
10. Develop drawings and specifications for FAA oversight of Sponsor construction activities and for FAA electronics installation activities.
11. FAA will be responsible for procurement and installation of LLWAS pole (110') and wind sensor equipment for station 15.
12. FAA will remove LLWAS/ASDE-X Remote Unit equipment from existing site 15 after new site is commissioned.
13. FAA will provide construction oversight for LLWAS station 15 site construction.
14. FAA will adapt relocated LLWAS 15 station and commission new site.
15. FAA will review the design plans and specifications prepared by the Sponsor at 90% and 100% completion.
16. Review the red-line and as-built drawings by the Sponsor's contractor;
17. Order and coordinate delivery of relocated TELCO circuits.

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**C. The Sponsor will perform the following activities:**

1. Provide funding for 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 in the airport;
4. Provide to the FAA copies of any environmental documents when requested by the FAA;
5. Design and construct site preparation for LLWAS site 15/ASDE-X RU 10;
6. 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;
7. Provide three (3) sets of "as-built" drawings in "D" size and one set in electronic file format using the Microstation format;
8. Perform the acquisition EDDA for the new facilities to ensure it meets FAA requirements;
9. Complete NEPA requirements per FAA NEPA Order;
10. The Sponsor is responsible to fund the actual cost of the procurement, delivery, and installation of the LLWAS pole, wind sensors, and obstruction lighting. The Sponsor is also responsible to fund the removal of existing LLWAS station 15 high mast pole, LLWAS/ASDE-X RU equipment after the relocated station is commissioned.
11. Prior to the commencement of any construction, Sponsor must grant necessary land rights and enter into or modify a no-cost land Memorandum of Agreement (MOA) with FAA for identified facilities (new or relocated) for a 20-year term. The land rights granted within airport boundaries are to include, but not limited to essential land sites, and associated easements for any access road, cable route and/or restricted critical areas. Also, each party has responsibilities to remediate all identified hazardous substance contamination defined in provisions of the MOA.

**ARTICLE 4. Points of Contact**

**A. FAA:**

1. 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. 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.

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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:**

Ms. Tiffany Green OMP Business Manager  
City of Chicago - O'Hare Modernization Program 10510 W. Zemke Road  
Chicago, IL 60666 Phone: (773) 462-7327 Fax: (773) 462-8550

**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 and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the equipment or construction, and has accepted it as substantially complete and ready for use. The sponsor shall enter into a transfer agreement with the FAA for conveyance of ownership. The Sponsor and the FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operation and maintenance requirements for all property transferred to the FAA, and the subject transfer to FAA is in the best interest of both the Sponsor and the FAA.

The costs incurred in procurement of the real and personal property being transferred, to include both design and construction costs, shall be supported by an Attachment A (Sponsor Cost and Transfer Certification Form) executed by the Sponsor and FAA. Real property descriptions shall include the name of the asset (building, tower, fence, etc), its composition (metal, brick, fiberglass, etc.) and its dimensions (L x W, Height, Capacity, etc.). Personal property descriptions will

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show the system/component being transferred along with the model number and/or capacity.

- 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:

<b>Description of Reimbursable Item</b>	<b>Estimated Cost ;</b>
LLWAS 15 Relocation: FAA Labor Costs	
Plants Engineering WB4020, WB4050	\$ 20,000.00
Environmental/EOSH Engineering Support WB4030	\$ 5,000.00
Electronics Engineering WB4020, WB4050	\$ 20,000.00
Drafting WB4020	\$ 10,000.00
Resident Engineer (RE) WB4020, WB4050	\$ 30,000.00
Installation/Checkout WB4060, WB4050	\$ 30,000.00
<b>Total FAA Labor Costs</b>	<b>\$ 115,000.00</b>
LLWAS 15: FAA Material Costs ;	
LLWAS 15 Procure 110' Pole	\$ 70,000.00
LLWAS 15 Procure Anemometer	\$ 3,000.00
LLWAS 15 Procure Electronics	\$ 20,000.00
Procure 1 Set of Anchor Rods/Templates	\$ 3,000.00
Removal/disposal of existing LLWAS 15 pole	\$ 40,000.00
Telecommunications for ASDE-X Remote Unit	\$ 35,000.00
Phase 2A Overhead (6.0%)	\$ 10,260.00
<b>TOTAL FAA Material Costs</b>	<b>\$ 181,260.00</b>
<b>Total Estimated Cost</b>	<b>\$ 296,260.00 :</b>

## **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.

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## **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:

Ms. Tiffany Green OMP Business Manager  
City of Chicago - O'Hare Modernization Program 10510 W.Zemke Road  
Chicago, IL 60666 Phone: (773) 462-7327 Fax:(773) 462-8550

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

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- 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.

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## **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(1)(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.

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-C133**

#### **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.

Non-Federal Reimbursable Agreement V74

Agreement Number AJW-  
FN-CSA-13-C133

AGREED:

### FEDERAL AVIATION ADMINISTRATION

SIGNATURE QjQa^S^Y^o t)

NAME rZO^iAf V\*jri,W\

TITLE Contracting Officer

DATE 4j 3 j 13

### CITY OF CHICAGO p a

SIGNATURE Cc^aAAAV ^> .

NAME Ztf&l\*,(L?L <T /Wol ^

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10510 West Zemke First Floor Chicago, IL 60666

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## TRANSMITTAL

To: Peter Polacek, City of Chicago -  
Office of the City Clerk

From: Sally Hettinger, DMJM Aviation Partners, PMO

Trans # PMO-OTH-T-0165

Date:

7/31/2013

WBS/DCN: OH.6135.110.30.512.B.6.gg OH6135.200.30.525.B.6.gg OH6135.110.30.512.B.6.gg

cc:

Subject: Runway 10R-28L - Various FAA Executed Agreements for Record

IM.-V.:js4\*nwwsrI;BWICl';jftIs

☐ Under Separate Cover Via:

- Information

Q Distribution

- For Your:
- Approval

☐ Review/Comment [3 Record  
Q Use

The  
Following:  
Q Drawings Q Specifications  
D Correspondence ☐ Report

Copies

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Description FAA Agreement AJW-FN-CSA-12-C116

Date

7/23/2013

7/23/2013 FAA Agreement AJW-FN-CSA-13-C130

7/23/2013 FAA Agreement AJW-FN-CSA-13-C131

7/23/2013 FAA Agreement AJW-FN-CSA-13-C133

Remarks: Transmitted here with are the referenced original executed FAA agreements in compliance with the O'Hare Delegation Ordinance, please make them available to members of the public who may wish to review them in accordance with your customary practices.

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Submitted by: Sally Hettinger

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