



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Aviation	Aaron Frame	773-686-3563	04/02/19	<i>Aaron Frame</i> 04/02/19
Contract Liaison	Email Contract Liaison	Telephone		
Lindsey Wickman	lindsey.wickman@cityofchicago.org	773-894-3046		

List Name of NCRB Attendees/Department

Lindsey Wickman, Aviation
Aaron Frame, Aviation

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Harris Miller Miller & Hanson, Inc. ("HMMH")

Contact Person:	Phone:	Email:
Diana Wasiuk	339-234-2038	dwasiuk@hmmh.com

Project Description: Amendment to Non-Competitive Bid Contract for Environmental Review Support for the O'Hare Environmental Impact Statement

This is a request for:

New Contract

Amendment / Modification

Contract Type

Type of Modification

Blanket Agreement Term: ____ (# of mo)

Time Extension Vendor Limit Increase Scope Change

Standard Agreement

Contract Number: **68140**

Specification Number: **571647**

Modification Number: **1**

Department Request Approval	Recommended Approval
<i>Jamie Rhee</i> APR 02 2019	<i>Steven M. Loboda</i> MAY 08 2019
DEPARTMENT HEAD OR DESIGNEE DATE	BOARD CHAIRPERSON DATE
<i>Jamie Rhee</i> PRINT NAME	Steven M. Loboda PRINT NAME

(FOR NCRB USE ONLY)

Recommend Approval/Date: **5-8-19**

Return to Department/Date: _____

Rejected/Date: _____

Approved Rejected

John E. P. **MAY 21 2019**

CHIEF PROCUREMENT OFFICER DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

The Chicago Department of Aviation ("CDA") is requesting a vendor limit increase ("VLI") to this HMMH sole source contract ("Contract"). The requested increase to the vendor limit is attributable to an anticipated increased quantity of services that are within the scope of the original agreement. The CDA recently received new information from the Federal Aviation Administration ("FAA") that enabled a more accurate estimate of the number of labor hours that will be required by the Consultant to perform the services.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This HMMH contract was approved by the NCRB on November 28, 2017. This request for a vendor limit increase ("VLI") will be the first amendment to the Contract, and is based on new information received from the FAA on March 7, 2019, regarding the project scope and project budget for the environmental analysis associated with the CDA's Terminal Area Plan ("TAP").

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).

The FAA Office of Airports requires a third party consultant for completion of environmental analyses of a substantial scope and complexity. The third party consultant process was described thoroughly in the original NCRB application and is included in Exhibit 6 of the executed sole source contract. The current request includes a VLI only.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

The CDA continually complete environmental analysis documents as required by the FAA, as do other airports in other cities. Although it is a limiting contracting method for the CDA, third party contracting is routing for the FAA Office of Airports (as stated in FAA Advisory Circular 150/5100-14E), and there are robust processes in place to ensure that contracting is completed with the most stringent ethical practices. The FAA attests that, industry-wide, HMMH is the sole leader for this scope of work, because HMMH: 1.) has the staff and expertise to complete the work; 2.) does not have a conflict of interest for O'Hare; 3.) demonstrates a full understanding of the complexities of the O'Hare airfield and airspace; and 4.) has performed well on the prior reference agreement (PO 30812).

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

Due to the criteria for selecting FAA-approved third party consultants for airport environmental work, the CDA believes that this is a one-time request. If the FAA issues another contract for airport environmental work to HMMH or another vendor, and if that contract is appropriate for use regarding O'Hare, then the CDA may initiate a new reference agreement.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

There may be turnover in contracted consultants within the City of Chicago that are currently conflicted or there may be new firms that emerge in the market. This is something that would not happen on a short-term timeline. The CDA believes that future competitive bidding of these services is possible, but not within this contract period.

ESTIMATED COST



**DEPARTMENT OF PROCUREMENT SERVICES
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1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

In the original application to the NCRB, the CDA estimated a \$2 million budget for the TAP environmental analysis project budget. That estimate is now superceded by a project-specific budget of \$12,869,323.35 for the TAP environmental analysis. Because the amount remaining in the HMMH contract available to encumber is only \$992,374.30, the amount of the shortfall is \$11,876,949.05, which is rounded up to \$12,000,000.00 and is the basis of this vendor limit increase request. Funding for each project requiring an environmental review will come from approved airport revenue sources, which may utilize various airport funding strips.

2. What is the estimated cost by fiscal year?

The costs cannot be estimated based on a fiscal year (either a City fiscal year or a Federal fiscal year), since the specific projects often take multiple months to complete, and often begin in one fiscal year and conclude in another fiscal year. The CDA will develop project-specific scopes, schedules, and budgets in accordance with the Contract scope of services.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimates, etc.)

The project budget for the TAP is reflective of previous levels of effort for major airport development and redevelopment projects at O'Hare and other airports around the country. The CDA believes that the cost is reasonable for the TAP environmental services proposed.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

The CDA has committed to the TAP as part of its negotiated 15-year Airport Use and Lease Agreement with the O'Hare airlines, and as such, has already invested a significant level of effort in the TAP planning and financing. HMMH has extensive institutional knowledge and relevant experience working for the CDA at O'Hare. To discontinue contracting with HMMH would be counterproductive to the overall goals of the airport and the City of Chicago, and would be unacceptable to the FAA.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

HMMH is a contractor to the FAA for other work, and its five-year rate structure was approved by the FAA and the CDA during the procurement of the original sole source contract in late 2017. For the TAP environmental analysis project budet, the FAA carefully considered its legal obligations under the agency's orders for implementing a NEPA analysis for a project such as the TAP and developed a project-specific budget accordingly. The CDA and its consultants carefully reviewed the proposed scope and budget, and provided comments to the FAA regarding that scope and budget. The FAA's project-specific budget for the TAP environmental analysis includes some optional work and will be authorized by the FAA on an as-needed basis if the environmental analysis leads down certain paths of inquiry. The CDA concurred that a conservative project budget was prudent from a project scheduling perspective as well as avoiding another Contract amendment requiring NCRB approval specifically for the TAP.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

For a period of at least 22 months (from April 2017 through February 2019, and likely longer), the CDA worked continuously to define which airport improvements would comprise the TAP and to describe those elements for the FAA. The CDA's development of the TAP project description was a lengthy process due to the complexity of the project; the hiring of a new program management consultant team for the TAP, which assisted in the project phasing; a transition of senior leadership within the CDA; and clarification of TAP project elements with other



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

stakeholders including, but not limited to, the O'Hare airlines. Over the course of those 22 months, the CDA met with the FAA several time with the goals of explaining the TAP to the FAA and determining what environmental analysis would be required for FAA approval. During that time, the FAA declined to share a draft project scope and budget for the TAP environmental analysis until the CDA had formally transmitted a TAP project listing and an accompanying description of each element included in the project listing. The CDA transmitted those key TAP documents to the FAA in late February 2019, and on March 7, 2019, the FAA transmitted a draft scope and budget for the TAP environmental analysis. Over time the CDA became aware that the TAP environmental analysis project budget would exceed the balance available to encumber under the HMMH sole source contract. The CDA did not, however, initiate a VLI request until now, so that it could make a formal request to the NCRB for a highly informed and specific increase.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

Architectural and engineering ("A/E") drawings and specifications are not included as part of environmental planning work, and therefore are not included as part of the contract scope of services.

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

With respect to the TAP, the CDA has submitted a changed Airport Layout ("ALP"), and the FAA's approval is considered a "federal action" as defined in FAA Order 5050.4B, Section 9(g)(3). While the planning and design can proceed without environmental approval (because those activities are administrative in nature and do not cause environmental impacts), the construction of TAP elements cannot proceed without the FAA's ALP approval and the environmental analysis associated with that ALP approval. The environmental analysis for the TAP will require at least 18 months, which must begin as soon as possible in order to receive FAA approval for a future construction season.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

Not applicable. This contract is not a candidate for competitive bid. HMMH is the only vendor that can perform these services.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

See attached Contract scope of services and also an MOU between the FAA and the CDA for the TAP environmental analysis required to demonstrate compliance with the NEPA. The compensation terms of the original agreement will remain in effect, because this request is for a VLI only.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

Yes. HMMH and its employees are highly specialized in the field of aviation environmental planning and therefore deemed qualified by the FAA to complete the work, do not have conflicts of interest regarding O'Hare, and demonstrate a full understanding of the complexities of the O'Hare airfield and airspace.

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

See answer #2 above.



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4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

Not applicable. HMMH's expertise is based upon the unique experience and knowledge of its staff.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the city?

See answer #2 above.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features, and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

Not applicable.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

Not applicable.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach a letter from manufacturer on company letterhead.

Not applicable.

MBE/WBE COMPLIANCE PLAN

During the five-year term of this agreement, the CDA may apply for federal funding by submitting one or more FAA grant applications, and may receive FAA grant funding. As a result, the CDA requested and was granted a contract-specific DBE participation goal of 30 percent. HMMH and its subcontractor Grisko are currently DBE-certified by the City of Chicago. HMMH's subcontractor KB Environmental Sciences is currently DBE-certified by the Illinois Department of Transportation.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and **Temporary Consulting Services Form**.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an **approved "ITGB Form"** or **"Request For Individual Hire Form"**.

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 04/15/2019

Department Name: Aviation

Requisition No: 275338 **Specification No:** 571647

PO No: 68140 **Modification No:** 1

Contract Liaison: Lindsey Wickman

Telephone: 773-894-3046

Email: lindsey.wickman@cityofchicago.org

Project / Program Manager: Aaron Frame


Telephone: 773-686-3563

Email: aaron.frame@cityofchicago.org

For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.

Note:

- 1) **Funding:** Attach information if multiple funding lines
- 2) **Individual Contract Services:** Include approval form signed by all parties
- 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

***Contract Liaison Signature**

 *By signing this form, I attest that all information provided is true and accurate.

Project Title: Amendment to Non-Competitive Bid Contract for Environmental Review Support for the O'Hare Environmental Impact Statement

Project Description: Environmental Review Support for the O'Hare Environmental Impact Statement

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
	1986	0751	085	4971	9071		A201871E		\$12,000,000.00

Check One:

New Contract Request

*By signing below, I attest the estimates provided for this contract are true and accurate.

***Project / Program Manager Signature**

***Commissioner/Authorized Designee Signature**
 APR 15 2019

Purchase Order Type:

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

Special Approvals Required:

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

IDOT Concurrence

Purchase Order Information:

Contract Term (No. of Months): _____

Extension Options (Rate of Recurrence): _____

Estimated Spend/Value: \$ _____

Grant Commitment / Expiration Date: _____

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Procurement Method:

Bid RFP RFQ RFI

Small Order

Contract Type:

Architect Engineering Commodity Construction JOC SBI

Professional Services Revenue Generating Vehicle & Heavy Equipment

Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: 11/28/2017

PO End Date: 11/27/2022

Amount (Increase/Reduction): \$12,000,000.00

Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes__No__

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)

Vendor Limit Increase Requisition Encumbrance Adjustment

Other (specify): _____

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals

No Stated Goals Waiver Request

Vendor Information

Name: Harris Miller Miller & Hanson, Inc.

Contact: Diana Wasiuk

Address: 77 S. Bedford Street, Burlington, MA 01803

E-mail: dwasiuk@hmmh.com

Phone: 339-234-2038

Risk Management / EDS / IDOT

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

IDOT Concurrence (required) Yes No



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

To: Shannon E. Andrews
Chief Procurement Officer

Attn: Colleen Twohig
Coordinator of Special Projects, NCRB Secretary

From:



Jamie L. Rhee
Commissioner of Aviation

Date: **APR 02 2019**

Subject: Contract Number 68140 ("Contract"), Specification Number 571647
Harris Miller Miller & Hanson, Inc. ("HMMH")
Request for Non-Competitive Bid Contract Amendment

The Chicago Department of Aviation ("CDA") respectfully requests your approval for an amendment to an existing non-competitive bid contract (PO 68140) with HMMH for Environmental Review Support for the O'Hare Environmental Impact Statement. The proposed amendment includes a vendor limit increase ("VLI") only. The requested increase to the vendor limit is attributable to an anticipated increased quantity of services that are within the scope of the original agreement. The CDA recently received new information from the FAA that enabled a more accurate estimate of the number of labor hours that will be required by the Consultant to perform the services, as further described below.

When the CDA initiated a sole contract in October 2017 for review and approval by the Non-Competitive Review Board ("NCRB"), the CDA contemplated at least three airport projects that would require a substantial environmental analysis by the third party

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consultant for the Federal Aviation Administration (“FAA”). Those contemplated projects were an Interim Fly Quiet Runway Rotation Plan (“IFQ”), the Terminal Area Plan (“TAP”), and acquisition and relocation of Rest Haven Cemetery. For environmental analyses regarding Chicago O’Hare International Airport (“O’Hare”), the FAA’s third party contractor is HMMH. These three projects each require complex environmental analyses, and the CDA requested an initial vendor limit of \$5 million based on the CDA’s understanding of the project scopes at that time and the likely environmental analyses that would be required in the future when the CDA was ready to initiate the projects. Since that time, the CDA has authorized HMMH work (with Chief Procurement Officer approval) for the IFQ and a Terminal 1 Section 106 Evaluation, the latter of which was a pop-up project but allowed under the contract scope, which states, “The future environmental reviews may include, but are not limited to the following...” in Contract Exhibit 1 Section 1.1. The IFQ and Terminal 1 projects were authorized in the amounts of \$3,761,260.00 and \$246,365.70 respectively, leaving an available balance of \$992,374.30 to encumber for other environmental analyses under the Contract.

For a period of at least 22 months (from April 2017 through February 2019, and likely longer), the CDA worked continuously to define which airport improvements would comprise the TAP and to describe those elements for the FAA. The CDA’s development of the TAP project description was a lengthy process due to the complexity of the project; the hiring of a new program management consultant team for the TAP, which assisted with project phasing; a transition of senior leadership with the CDA; and clarification of TAP project elements with other stakeholders including, but not limited to, the O’Hare airlines. Over the course of those 22 months, the CDA met with the FAA several times with the goals of explaining the TAP to the FAA and determining what environmental analysis would be required for FAA approval. During that time, the FAA declined to share a draft project scope and budget for the TAP environmental analysis until the CDA had formally transmitted a TAP project listing and an accompanying description of each element including in the project listing. The CDA transmitted those key TAP documents to the FAA in late February 2019, and on March 7, 2019, the FAA transmitted a draft scope and budget for the TAP environmental analysis. Over time the CDA became aware that the TAP environmental analysis project budget would exceed the balance available to encumber under the HMMH sole source contract. The CDA did not, however, initiate a VLI request until now, so that it could make a formal request to the NCRB for a highly informed and specific increase. The final TAP environmental analysis project budget is \$12,869,323.35. Because the amount available to encumber is only \$992,374.30, the amount of the shortfall is \$11,876,949.05, which is rounded up to \$12,000,000.00 and is the basis for this VLI request.

Specifically, the CDA is requesting to modify the Contract as follows:

- In Article 6.6, replace “\$5,000,000.00” with “\$17,000,000.00”.
- In Article 9, replace “\$5,000,000.00” with “\$17,000,000.00”.
- In Exhibit 2 Section D, third line, replace “\$5,000,000.00” with “\$17,000,000.00”.
- In Exhibit 2 Section E, first line, replace “\$5,000,000.00” with “\$17,000,000.00”.

The CDA has attached the following items in support of this request per DPS Policy Number 29 titled *Non-Competitive Review Board (NCRB) Policies and Procedures*:

- NCRB Application;
- DPS Project Checklist;
- CDA request memo to the Chief Procurement Officer;
- Contract Scope of Services;
- MOU between the FAA and the CDA for completion of an environmental analysis for the TAP and Air Traffic Procedures;
- HMMH confirmation of Terms and Conditions;
- HMMH letter detailing the reasons why it is considered the exclusive provider of these services;
- FAA letter supporting the HMMH justification as to exclusive provider;
- HMMH letter regarding DBE commitment;
- The latest insurance certificates;
- The latest Economic Disclosure Statement on file; and an
- HMMH hourly labor rate sheet for the 5-year duration of the contract.

Duration: No change (60 months plus 181-day time extension)

Vendor Limit: Increase by \$12,000,000.00, for a revised vendor limit of \$17,000,000.00

Funding Strip: 1986-0751-085-4971-9071-A201871E

User Deputy: Aaron Frame, phone 773-686-3563

If you have any questions or need additional information regarding this request, please contact Aaron Frame at 773-686-3563.

AJF/ajf

Attachments

Shannon E. Andrews

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cc: Lindsey Wickman, Aviation
Aaron Frame, Aviation

O'HARE INTERNATIONAL AIRPORT

ENVIRONMENTAL REVIEW SUPPORT

SCOPE OF SERVICES

October 2017

1 INTRODUCTION

This Scope of Services (SOS) outlines the tasks to be performed in the preparation of documentation required for FAA reviews in accordance with the National Environmental Policy Act (NEPA) for projects proposed at Chicago O'Hare International Airport (O'Hare).

1.1 Background

Since 2005, the City of Chicago Department of Aviation (CDA) has been undertaking a program to modernize O'Hare International Airport (O'Hare), the O'Hare Modernization Program (OMP). Designed to facilitate a primarily east-west traffic flow, the OMP Build-Out is depicted on the approved Airport Layout Plan (ALP) for O'Hare, approved in 2005. The OMP runway projects completed as of September 2017 include:

- New Runway 9L/27R
- Extension of Runway 10L/28R
- New Runway 10C/28C, and
- New Runway 10R/28L.

New Runway 10C/28C is scheduled to be commissioned in November 2020, and the extension of Runway 9R/27L is expected to be commissioned by November 2021. In 2013, FAA selected Harris Miller Miller and Hanson Inc. (HMMH) and its subcontracting team as the successful bidder to prepare a Written Re-Evaluation on the O'Hare Modernization Environmental Impact Statement (EIS) for the construction schedule modification for new Runway 10R/28L and new Runway 9C/27C. Through that Written Re-Evaluation process, HMMH and its team gained in-depth knowledge in the operations of O'Hare, the OMP, and the coordination between the CDA and FAA for NEPA reviews at O'Hare. HMMH was selected by FAA as the result of a competitive bidding process and it has a ready team of consultants that is not only already up to speed on the OMP, but also includes many of the staff that worked on the original 2005 EIS and the 2015 Written Re-Evaluation. This expertise would be difficult to match.

Prior to approving any future projects at O'Hare, including additional modifications to the OMP, the FAA must comply with its obligations under NEPA by analyzing potential environmental impacts and documenting, as appropriate, the analyses deemed by the FAA to be completed through the document types of an Environmental Impact Statement (EIS), a Written Re-evaluation of an EIS, or a Supplement to an EIS (SEIS), or an Environmental Assessment, and with a potential decision document of a Record of Decision (ROD). The future environmental reviews may include, but are not limited to the following projects:

- Interim Fly Quiet Runway Rotation Plan
- Terminal Area Plan, and
- Acquisition and Relocation of Rest Haven Cemetery.

The anticipated period of performance for this potential contract opportunity is five (5) years. It is possible that other proposed projects may be initiated with the FAA within the next five years besides those listed above.

In order to expedite the development, review, and completion of NEPA review of CDA proposed projects by the FAA, the following general Scope of Service (SOS) has been developed for work where HMMH

assists the FAA as a Third Party Contractor in preparing the required environmental analyses and documents. Project-specific SOSs (and associated contract work orders) will be developed for each proposed project and will reference this overarching SOS. The Chief Procurement Officer will review and approve each project Scope of Services prior to initiation.

The analyses to be addressed under this SOS will generally conform to applicable federal, state, regional and local statutes, regulations, and guidelines, including FAA Order 5050.4B “*National Environmental Policy Act Implementing Instructions for Airport Actions*”, as updated, and FAA Order 1050.1F “*Environmental Impacts: Policies and Procedures*”, as updated. In addition, work produced through this SOS will conform to the National Environmental Policy Act (NEPA) (42 USC 4231 et. seq.); Council on Environmental Quality (CEQ) regulations (40 CFR Parts 1500-1508); and applicable Department of Transportation (DOT) Orders, FAA Orders, State of Illinois laws; and project-specific Memoranda of Understanding between FAA and the City of Chicago.

1.2 Overall Approach

Consultant will convene with the FAA and the City on a regular basis throughout the SOS duration to ensure that methodologies, assumptions, interim findings, and preliminary conclusions are vetted for consistency, adequacy and substantial validity, in accordance with the revised construction schedule, as well as with applicable FAA Orders and CEQ guidance.

The information below outlines general tasks to be undertaken by HMMH and its team within each project specific SOS. The inclusion of regular meetings throughout the SOS duration will facilitate HMMH and its team’s ability to respond quickly to FAA and/or City inputs and to accommodate project adjustments or changes, should they arise.

1.3 Project Management

HMMH will be the Project Manager for the Third Party Contracting Team. Subcontractors to HMMH shall include:

- Synergy Consultants Inc.
- KB Environmental Sciences, Inc.
- RCH Group
- Mead & Hunt, Inc.
- Reynolds, Smith and Hills, Inc.
- InterVISTAS, Inc.
- Grisko Associates, Inc.
- Others as needed and authorized consistent with the applicable Memorandum of Understanding with FAA (MOU) for each proposed project.

PROJECT TASKS

This SOS reflects that FAA will request and involve the City in a manner consistent with the applicable MOU. HMMH and its team will coordinate with the FAA except where required by the applicable MOU. The project-specific SOS will include the following project tasks, as deemed applicable by the FAA to each proposed project:

- Mobilization Activities
 - Project Site Visit
 - Work Plan
 - Work Product Database
- NEPA Scoping Letters and Meetings
- Project Background
- Proposed Action
- Purpose and Need
- Alternatives
- Affected Environment
- Environmental Consequences
- Draft Document Preparation
- Draft Document Public Comment Analysis
- Final Document Preparation
- FAA Decision Document
- Project Management
- Coordination with Agencies of Special Expertise and the Public Outreach
- Administrative Record

Schedule The analyses required to determine the direct, indirect, and cumulative environmental effects of the proposed projects on the environmental resource categories shall conform to FAA Orders 1050.1F and 5050.4B, as updated. Updates to these documents may occur during the SOS period of performance.

Updates in this case include not only changes to the Orders themselves, but new standards, guidance or other regulations. Though updates are not expected to significantly affect the work of the NEPA reviews, depending on the timing of these releases, HMMH and its team will discuss any relevant modifications with FAA to determine whether any changes in project direction are required to address the new Order/guidance/regulation.

The FAA may request that the City provide HMMH and its team with available pertinent studies that could facilitate completion of the NEPA reviews. The City has a team of consultants that regularly assist the City in airfield design and modeling, developing forecast and construction planning materials, and provide services for the City's aircraft noise monitoring system and sound insulation programs. The FAA may request information generated from those City contracting efforts. HMMH and its team will review and independently evaluate memos, spreadsheets, model inputs and outputs, or other materials prepared by the City and its consultants. HMMH and its team will coordinate with FAA concerning its independent third party review of any materials provided by the City.

For each impact analysis, HMMH and its team will evaluate and confirm the methodologies and approach used, input data and sources, and results presented.

City of Chicago

By: Aaron J. Frame
Deputy Commissioner of Environment
Department of Aviation

Date: 10/27/17

*This scope is reaffirmed.
— Aaron J. Frame
04/01/19*

HMMH

77 South Bedford Street
Burlington, Massachusetts 01803
781.229.0707
www.hmmh.com

October 18, 2017

Aaron J. Frame, Deputy Commissioner -- Noise Abatement & Environment
Chicago Department of Aviation
10510 West Zemke Road
Chicago, IL 60666

Subject: Procurement for Consulting Services – Sole Source Justification
Reference: HMMH Project Number 307171.xxx

Dear Mr. Frame:



This letter responds to a request you made during a teleconference with Ms. Ginger Evans, Commissioner of Aviation, Diana Wasiuk, and me on September 20, 2017. Specifically you requested a letter justifying why a sole-source procurement is necessary in lieu of a competitive procurement. HMMH offers the following in response.

Selection by FAA Great Lakes Region, Chicago Airports District Office (FAA Chicago ACO) as Third Party Contractor for the 2015 Re-Evaluation of the O'Hare Modernization Environmental Impact Statement

The FAA's implementing regulation for compliance with the National Environmental Policy Act of 1969 (NEPA), FAA Order 1051.F *Environmental Impacts: Policies and Procedures* (FAAO 1050.1F) sets forth basic requirements and mechanisms for how the agency would discharge its non-delegable responsibilities under NEPA and implementing regulations promulgated by the Council on Environmental Quality (CEQ). In particular, both CEQ regulations and the FAA Order contemplate the circumstance where an applicant's proposal or a Federal grant awardee's projects require a Federal agency to undertake an Environmental Impact Statement EIS under NEPA.

In such circumstance both the CEQ regulations 40 Code of Federal Regulations (CFR) 1506.5(c) and the FAA Order at Appendix C require that the EIS be prepared directly by the lead Federal Agency – FAA in this case – or by a contractor selected by the lead agency in order to avoid conflicts of interest that may otherwise be present by having an applicant or a contractor selected by an applicant prepare the document. One method that the FAA may use to comply with these regulations is through use of "third-party contracting" in which the FAA selects and supervises a contractor preparing the EIS but the applicant (City of Chicago in this case) engages services of and pays the contractor directly. Indeed, this process was used in 2015 when the City of Chicago engaged our services for the preparation of a Re-Evaluation of the 2005 O'Hare Modernization EIS. The FAA, through a competitive procurement process, selected and supervised HMMH as the contractor preparing the 2015 Re-Evaluation of the EIS while the City retained our services and paid directly for those services.

For the current and proposed efforts, for which NEPA compliance is required and an EIS Re-Evaluation or Supplementation is contemplated, the FAA Chicago ADO supports continued use of HMMH as its contractor.

HMMH Has Past Performance History and Extensive Experience Preparing NEPA Documents at Chicago Department of Aviation Airports

As noted above, HMMH was selected for and prepared the 2015 Re-Evaluation, overseeing a team of subcontractors for the required subsidiary studies and stakeholder engagement. That effort included extensive air traffic forecasting, surface (roadway) traffic assessment, air and noise modeling, other environmental categories impact analyses, and public engagement. The Re-Evaluation was scheduled to take 18 months, but the effort was completed in only 11 months to enable on-time commissioning of one of the new runways in October 2015. In addition to the already compressed schedule, during the public comment period for the Re-

Evaluation document, over 14,000 comments – more than three times the original estimate - were received, catalogued, adjudicated, and documented expeditiously, enabling the issuance of a decision document.

In addition to the specialized experience described above, HMMH and their team members have undertaken other noise and environmental impact analyses for the Chicago Department of Aviation and the FAA over recent years. Examples include participation the original 2005 O'Hare Modernization EIS for O'Hare International Airport, and an Environmental Assessment (EA) for Implementation of Area Navigation (RNAV) Procedures at Midway International Airport in 2013. The Midway EA occurred in close coordination with a 14 CFR Part 150 Airport Noise Compatibility Planning study prepared by others.

Few Firms Having Requisite Technical Expertise and Capacity to Undertake Analysis Exist

There are a comparatively few firms with the requisite technical expertise and capacity to undertake the environmental impact analyses and subsidiary studies required for the effort being contemplated. When excluding those with potential conflicts of interest due to their having been engaged by the Chicago Department of Aviation for planning or design services that are the subject of the proposed action that requires review under NEPA, the pool of available firms is even smaller. HMMH offers the largest staff of acousticians outside of government or academia. These professionals are augmented by airspace analysts, urban planners, simulations and modeling experts, along with industry leading experts in aviation stakeholder engagement with decades of experience in working with airport sponsors, the FAA, and local communities to understand and resolve environmental concerns. In addition, Mead & Hunt Inc., the team member responsible for NEPA compliance of the analysis of historical properties has an unprecedented bench depth of 17 full-time historians with relevant experience. Mead & Hunt Inc. is also already familiar with the O'Hare roadway network through the surface transportation evaluation efforts of the 2015 Re-Evaluation and has a large staff prepared for future modeling. Also, KBE Environmental, the air quality experts on the HMMH team, are the premier aviation air quality analysis provider nationwide and were a crucial member of the original 2005 EIS.

Consequently, for the foregoing reasons of compliance 40 CFR 1506.5(c) by observing and ratifying the FAA's selection of a third-party contractor, appropriately extensive past performance history and expertise, and the limited number of firms possessing the technical expertise and capacity to undertake the required analyses, a sole-source procurement is warranted.

I trust this information is helpful. Should you have any questions, please do not hesitate to contact Ms. Diana Wasiuk (dwasiuk@hmmh.com) or the undersigned at (781) 852-3121 or khellauer@hmmh.com.

Sincerely yours,

Harris Miller Miller & Hanson Inc.



Digitally signed by: Kurt M. Hellauer
DN: CN = Kurt M. Hellauer C = US O =
HMMH OU = Director, Federal Programs
Date: 2017.10.17 17:37:44 -05'00'

Kurt M. Hellauer
Director, Federal Programs

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity, Inc HARRIS MILLER MILLER & HANSON INC. HMMH	Endorsement Number
	Policy Number Symbol: RWC Number: C6576975A
Policy Period 10/1/2018 TO 10/1/2019	Effective Date of Endorsement 2/14/2019
Issued By (Name of Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

CITY OF CHICAGO; DEPARTMENT OF AVIATION
THE CITY OF CHICAGO. RE: HMMH PROJECT #307171: ENVIRONMENTAL REVIEW SUPPORT FOR THE O'HARE ENVIRONMENTAL IMPACT STATEMENT: CONTRACT (PO) NO. 68140, SPEC #571647
10510 W. ZEMKE ROAD
CHICAGO, IL 60666
Notice to Others Endorsement Included

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

HMMH

77 South Bedford Street
Burlington, Massachusetts 01803
781.229.0707
www.hmmh.com

April 12, 2019

Mr. Aaron J. Frame
Deputy Commissioner -- Environment
Chicago Department of Aviation
10510 W. Zemke Road
Chicago, IL 60666

Subject: Environmental Review Support for the O'Hare Environmental Impact Statement (TAP)
Reference: HMMH Project Number 307171.002



Dear Mr. Frame:

HMMH has reviewed the terms and conditions of our existing contract with CDA, Contract Number 68140 ("Contract"), including Article 3 *Standard Terms and Conditions*.

HMMH agrees to abide by those terms and conditions, or materially similar terms and conditions, for the duration of the forthcoming, amended contract.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,

Harris Miller Miller & Hanson Inc.

A handwritten signature in black ink that reads 'D. Wasiuk'.

Diana B. Wasiuk
Chief Operating Officer



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 133562

Certificate Printed on: 09/13/2018

Date of This Filing:09/13/2018 07:32 AM

Original Filing Date:09/13/2018 07:32 AM

Disclosing Party: Harris Miller Miller &
Hanson Inc.

Title:Controller

Filed by: Andrew Finsel

Matter: Environmental Review Support for the
O'Hare Environmental Impact Statement

Applicant: Harris Miller Miller & Hanson Inc.

Specification #: 571647

Contract #: 68140

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



Fully-Burdened Hourly Labor Rates
 Non-Competitive Bid Contract for Environmental Review Support
 for the O'Hare Environmental Impact Statement

Labor Category	FFY2018	FFY2019	FFY2020	FFY2021	FFY2022
Supervisory Consultant I	\$300.00	\$309.00	\$318.27	\$327.82	\$337.65
Supervisory Consultant II	\$285.00	\$293.55	\$302.36	\$311.43	\$320.77
Principal Consultant I	\$280.00	\$288.40	\$297.05	\$305.96	\$315.14
Principal Consultant II	\$210.00	\$216.30	\$222.79	\$229.47	\$236.36
Senior Consultant I	\$165.00	\$169.95	\$175.05	\$180.30	\$185.71
Senior Consultant II	\$160.00	\$164.80	\$169.74	\$174.84	\$180.08
Senior Consultant III	\$145.00	\$149.35	\$153.83	\$158.45	\$163.20
Consultant I	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Consultant II	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69
Consultant III	\$115.00	\$118.45	\$122.00	\$125.66	\$129.43
Sr. Project Support	\$190.00	\$195.70	\$201.57	\$207.62	\$213.85
Project Support I	\$135.00	\$139.05	\$143.22	\$147.52	\$151.94
Project Support II	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
Programmer / Software Support	\$190.00	\$195.70	\$201.57	\$207.62	\$213.85

Escalation n/a 3% 3% 3% 3%

HMMH

77 South Bedford Street
Burlington, Massachusetts 01803
781.229.0707
www.hmmh.com

October 18, 2017

Aaron J. Frame, Deputy Commissioner -- Noise Abatement & Environment
Chicago Department of Aviation
10510 West Zemke Road
Chicago, IL 60666

Subject: Procurement for Consulting Services – Disadvantaged Business Enterprise Certification
Reference: HMMH Project Number 307171.xxx

Dear Mr. Frame:



This letter responds to a request you made to Ms. Amy Hanson, Environmental Protection Specialist at the Chicago Airports District Office, Federal Aviation Administration, Great Lakes Region. Ms. Hanson transmitted this request to HMMH via email on Friday October 13, 2017.

Harris Miller Miller & Hanson Inc. (HMMH) meets the Disadvantaged Business Enterprise program certification eligibility standards set forth in 49 Code of Federal Regulations (CFR) Part 26. Our most recent letter from the City of Chicago, Department of Procurement Services documenting their review of our eligibility was dated March 28, 2017.

By this letter, HMMH affirms and commits to:

- 1) Achieving a goal of not less than 30% DBE participation over the five-year life of the contemplated contract by HMMH (self-performance) and certain, DBE-certified sub-contractors.
- 2) Maintaining DBE certification through timely submittals of materials required for periodic review by the City of Chicago, Department of Procurement Services over the five-year life of the contemplated contract, as long as HMMH remains eligible (i.e., provided its revenues have not increased such that it would no longer qualify for DBE certification).

I trust this information is helpful. Should you have any questions, please do not hesitate to contact Ms. Diana Wasiuk (dwasiuk@hmmh.com) or the undersigned at (781) 852-3152 or meagan@hmmh.com.

Sincerely yours,

Harris Miller Miller & Hanson Inc.


Mary Eller Eagan
President and CEO



U.S. Department
of Transportation
**Federal Aviation
Administration**

Great Lakes Region
Illinois, Indiana, Michigan,
Minnesota, North Dakota,
Ohio, South Dakota,
Wisconsin

2300 East Devon Avenue, Suite 320
Des Plaines, Illinois 60018

October 13, 2017

Mr. Aaron Frame
Deputy Commissioner
Chicago Department of Aviation
10510 W. Zemke Road
PO BOX 66142
Chicago, IL 60666

Dear Mr. Frame:

RE: Federal Aviation Administration Third Party Contractor

You informed me that a teleconference discussion occurred between you, Commissioner Ginger Evans, Diana Wasiuk, and Kurt Hellauer on September 20, 2017. I understand that included discussion on why a sole-source procurement may be necessary for Harris Miller Miller and Hanson, Inc. (HMMH) to serve as the Federal Aviation Administration's Third Party Contractor in lieu of a competitive procurement for a Written Re-Evaluation of the O'Hare Modernization Environmental Impact Statement. This letter serves as a response to your verbal request for a letter of support of that choice.


The process in CEQ regulations 40 CFR 1506.5(c) and Appendix C of FAA Order 1050.1F was used in 2015 for the preparation of the Written Re-Evaluation of the O'Hare Modernization EIS for the construction schedule modification. The FAA, through a competitive procurement process, selected and supervised HMMH as the Third Party Contractor to prepare the 2015 Re-Evaluation while the City retained the services of HMMH and paid directly for those services.

I am unaware of any other firms, without conflicts of interest, with the extensive and recent O'Hare expertise and capacity to undertake the complex environmental impact analyses and subsidiary studies with their associated team members of other firms required for the efforts being contemplated.

For the current and proposed efforts (Interim Fly Quiet Runway Rotation Plan, Terminal Area Plan, Rest Haven Cemetery acquisition, and other potential future efforts), for which NEPA compliance is required for implementation/construction and an EIS

Written Re-Evaluation or Supplementation is contemplated, I support continued use of HMMH as the FAA's Third Party Contractor and the City's proposal of a potential sole-source procurement.

Sincerely,

A handwritten signature in black ink that reads "Amy B. Hanson". The signature is written in a cursive style with a long horizontal flourish at the end.

Amy B. Hanson
Environmental Protection Specialist
Chicago Airports District Office

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,
FEDERAL AVIATION ADMINISTRATION
AND
THE CITY OF CHICAGO

July 23, 2018

1. INTRODUCTION AND PURPOSE

- a. This Memorandum of Understanding (MOU) provides a framework under which the United States Department of Transportation through the Federal Aviation Administration (FAA), will prepare an Environmental Assessment (EA) analyzing the proposed: (1) Terminal Area Plan at Chicago O'Hare International Airport ("ORD") as herein described (the "TAP"); and (2) air traffic actions for procedures and runway use changes to provide operational efficiencies for ORD (the "Air Traffic Actions"). Collectively, the FAA and the City of Chicago are referred to herein as the "Parties." The purpose of this MOU is to establish an understanding between the Parties regarding the responsibilities of the Parties and the conditions and procedures to be followed in the development and preparation of the EA. This MOU supersedes/replaces the MOU signed between the FAA and City of Chicago in June 2018.
- b. The FAA, in its sole discretion after consultation with the City of Chicago, approves of the use of an existing contract for Harris Miller Miller & Hanson Inc. ("Contractor"), and contractors and experts (collectively referred to as "Subcontractors"), to prepare the EA. The City of Chicago, as owner/operator of ORD ("Sponsor"), shall be responsible for completing contract documentation with the Contractor, negotiating the Scope of Services with the FAA, and providing funds to the Contractor for completion of work.
- c. FAA actions requiring the completion of an EA are based primarily on the guidance contained in FAA Order 1050.1F, Chapter 6, *Environmental Assessments and Findings of No Significant Impact*. Chapter 14 of FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*, and FAA Order JO 7400.2K, *Procedures for Handling Airspace Matters*, are also applicable to the completion of an EA. This MOU describes the relationship of the Parties in preparing the EA.
- d. The Parties shall develop and implement an expedited and coordinated environmental review process for the TAP and Air Traffic Actions. The intent of this expedited and coordinated review process is to prepare and review the EA in a timely manner, currently estimated to take approximately 18 months, after issuance of a City of Chicago blanket release for the EA to the Contractor, assuming responsiveness of outside parties through consultation and no substantive additions to alternatives modeling/analysis. This process provides for better coordination among the federal, regional, state and local agencies concerned with the preparation of the EA under the National Environmental Policy Act of 1969 (NEPA). This process also provides that any environmental review, analysis, opinion,

permit, license, or approval that must be issued or made by a federal agency or the sponsor for the TAP and air traffic actions to be completed within a time period established by the FAA. The EA and any related documents shall comply with the provisions of NEPA and appropriate Council on Environmental Quality (CEQ), United States Department of Transportation (DOT), and FAA environmental regulations and guidance, as well as applicable local, state, and federal laws, as appropriate.

- e. The FAA, with assistance from the Sponsor, shall be responsible for compliance with any applicable state and local laws and regulations in preparation of the EA. The analyses required to determine the direct, indirect, and cumulative environmental effects of the proposed projects on the environmental resource categories shall conform to FAA Orders 1050.1F, 5050.4B, and JO 7400.2K as updated. Updates to these documents may occur during the MOU period of performance. Updates in this case include not only changes to the Orders themselves, but new standards, guidance or other regulations. Though updates are not expected to significantly affect the work of the NEPA reviews, depending on the timing of these releases, the Contractor will discuss any relevant modifications with FAA to determine whether any changes in project direction are required to address the new Order/guidance/regulation.

2. GENERAL PROVISIONS

- a. The FAA shall be responsible for assuring compliance with all the requirements of NEPA (42 U.S.C. 4321 et seq.), CEQ regulations (40 C.F.R. Parts 1500-1508), and appropriate DOT-FAA environmental orders.
- b. The Contractor will provide, through its staff or by Subcontractor, the expertise, staffing, and technical capabilities required for the preparation of the EA. The FAA, with appropriate input from the Sponsor, will direct the scope of the EA and will evaluate all information, environmental analyses submitted by the Contractor, or others, and revise or cause additional study and analyses to be performed as necessary.
- c. City of Chicago Conflicts of Interest - For the purposes of this section, the following definitions apply:

Covered Entity #1:

The following are not eligible to be Subcontractors to the Contractor:

- i. "Connect Chicago Alliance" , and the group partners of AECOM and Jacobs/CH2MHill, which serves as the Program Manager for TAP and Capital Improvement Program projects.
- ii. "PMO" means DMJM Aviation Partners, a joint venture, which serves as the OMP's Program Management Office.
- iii. Ricondo & Associates, Inc., which serves as the Sponsor's general aviation planner.
- iv. Landrum & Brown, Inc., which serves as the Sponsor's general aviation planner.

Covered Entity #2:

Any subcontractor to Covered Entity #1.

- d. The Sponsor, with the assistance of the FAA, shall facilitate the coordination of effort and the exchange of Sponsor's information related to the planning, design, and construction of the TAP, as these activities relate to the preparation of the EA among and between the Contractor and its Subcontractors and the FAA. The Sponsor shall make all reasonable efforts in providing such information to assure the satisfactory and timely performance of the duties of Contractor as specified in this MOU.
- e. The Sponsor and the FAA shall:
 - i. Appoint such representatives as necessary to accomplish the coordination, development and preparation necessary for the satisfactory preparation of the EA. Notice to a Party's representative shall constitute notice to that party when delivered by United States mail to the address listed in this paragraph. The Sponsor's representative and mailing address shall be: Aaron Frame, Deputy Commissioner, Environment, Chicago Department of Aviation, 10510 W. Zemke Road, Chicago, IL 60666. The FAA's representative and mailing address shall be: Deb Bartell, Manager, Chicago Airports District Office, Federal Aviation Administration, Chicago Airports District Office, 2300 E. Devon, Room 320, Des Plaines, IL 60018. Either Party may (i) appoint a substitute representative from time to time upon prior written notice to the other Party; or (ii) change the address to which notices shall be sent hereunder upon no less than three (3) days prior written notice to the other Party.
 - ii. Review substantive phases of preparation of the EA as each deems necessary as hereinafter provided in this MOU.
 - iii. Have their respective representatives or their representative's designees attend meetings with other federal, state, regional, and local agencies for the purpose of increasing communications and receiving comments, as the same may be necessary, desirable, or required by law in preparation of the EA.
- f. All costs incurred in connection with the employment of the Contractor and any and all Subcontractors, or other persons the Sponsor retains or employs, shall be the Sponsor's sole responsibility to the extent provided for in Sponsor's contract with the Contractor. Sponsor's contract with the Contractor shall provide that the Contractor acknowledges and agrees that the FAA shall not be responsible for any costs incurred in connection with the employment of the Contractor or any Subcontractors.

3. PROCEDURES

- a. Under the administrative direction of the FAA, the Contractor shall develop and submit a Plan of Study to the FAA and Sponsor, for approval. The Plan of Study shall include detailed descriptions of all work to be performed, the methodologies proposed to perform the work, the name and qualifications of the person performing each aspect of the work, estimated person hours required for completion of each aspect, the schedule for performing each aspect, a schedule for completion of the EA, a budget, and a description of the internal and external review procedures to assure quality control. Also, the Plan of Study shall include a provision for a thorough literature search and bibliography of references and methodologies to be used in the acquisition of the environmental data and analyses and the development

- and preparation of the EA. Copies of the reference material used by the Contractor during the preparation of the EA shall be provided to and will be retained by the FAA for the Administrative Record. The Plan of Study will comply with FAA Orders 1050.1F and 5050.4B.
- b. The Plan of Study and this MOU will be the basis of an EA for the TAP and air traffic actions. The FAA and the Sponsor will work together to establish the Plan of Study required of the Contractor for the development and preparation of the EA.
 - c. The FAA agrees that the Plan of Study may be amended from time to time as the work of the Contractor or its Subcontractors proceed. Any amendments or changes to the Plan of Study may require the expenditure of additional funds by the Sponsor. As a result, the Contract between the Contractor and the Sponsor may need to be modified accordingly.
 - d. The Sponsor will be notified and consulted prior to all amendments or modifications to the Plan of Study. The Contractor and its Subcontractors shall not undertake any work or incur any expense, which is not authorized by the contract between the Sponsor and Contractor or is associated with an amendment or modification to the Plan of Study, until a formal Notice-to-Proceed has been issued by the Sponsor. Amendments or modifications to the contract between the Sponsor and Contractor shall require the approval of the City of Chicago. The FAA acknowledges that an amendment or modification could take between 30 to 60 days to process.
 - e. Unless otherwise directed by FAA, any and all work performed by the Contractor and its Subcontractors in preparation of the EA shall be submitted directly to the FAA, and to the Sponsor upon its request and the FAA's approval. In no case will the Sponsor discuss, review, modify, or edit the Contractor's work or the work of its Subcontractors prior to submission to the FAA, or be provided the opportunity to do so. All suggestions for modifications or changes to such sections recommended by the Sponsor shall only be made to the FAA. The FAA and Sponsor agree that noise and air quality analyses (including their input data and procedures) prepared by the FAA, the Contractor or any Subcontractor will be available for review by Sponsor and its contractors prior to incorporation in the EA, and that those analyses will not be incorporated in the EA until the FAA and the Contractor have received the Sponsor's comments on them. The Sponsor agrees to perform its review expeditiously.
 - f. The FAA reserves the right to review periodically and modify the work of the Contractor to ensure requirements under NEPA and other applicable laws and regulations are satisfied. The Contractor shall submit monthly written reports on the progress of its work to the FAA, with concurrent copies to the Sponsor. This report shall describe the present status of each aspect of the work, any problems encountered, and recommendations for modifications to the Plan of Study and any changes in personnel, methodology or schedules for completion.
 - g. As each portion of any draft or final document is completed, the FAA shall review each portion and those tasks completed thereunder and, after consultation with the Sponsor, shall approve, modify, comment thereon and/or direct further work with regard to such portion or tasks as necessary. Said directions and/or comments shall be made in a timely manner, and the Contractor shall ensure incorporation of such comments into any editorial changes to the satisfaction of the FAA. Final drafts of any documents will require approval by the FAA. Prior to approval, the FAA will forward final drafts to the Sponsor for their review and

comment. The Contractor will only make modifications as the FAA directs regarding these comments.

- h. If requested, the Contractor will provide the FAA with access to, and review of, all procedures and underlying data used by the Contractor in developing submitted sections of the EA, including, but not limited to, field reports, Subcontractor reports, and interviews with concerned private and public parties, whether or not such information may be contained in a draft or final EA. The Sponsor will also have access to such procedures and underlying data. Such access by the FAA and Sponsor shall be as governed by paragraph 3(e).
- i. To facilitate the development and preparation of the EA, joint meetings among the FAA, Sponsor, and Contractor shall be held. However, the FAA reserves the right to work directly with the Contractor for purposes of assuring objectivity in preparing reports and/or for assuring expeditious communications. The Contractor will notify the FAA and Sponsor of any substantive meetings that are scheduled and of their purpose and will provide an opportunity for all Parties to attend if desired. No meetings will be held between the Contractor and Sponsor without prior notification to and approval of the FAA. The FAA reserves the right to consult directly with other federal, state, and local officials and agencies during the preparation of the EA to assure compliance with NEPA and other applicable laws and regulations, and the Sponsor shall assist the FAA with compliance with state and local law and regulations.
- j. The Sponsor, with the assistance of the FAA, shall assure the full cooperation of the Contractor and its Subcontractors with respect to participating in any public workshops, hearings, or meetings as required by the FAA to foster public familiarity and participation with respect to the assessment of impacts related to the EA.
- k. The Contract contains the following terms: (a) the Contractor shall be responsible for the costs associated with the printing and publication of the draft and final copies of the EA; (b) the Contractor shall be responsible for all costs associated with the publication of notices announcing public workshops, meetings, hearings, and the like; and (c) the Contractor shall also be responsible for costs of stenographic and clerical services, preparation of graphics and visual aids associated with any public workshops, meetings, and hearings.
- l. At such time as the FAA, after consultation with the Sponsor, has approved the Draft EA developed and prepared by the Contractor and its Subcontractors, the Contractor shall print the contracted quantity of the Draft EA and submit same to the FAA. The FAA shall submit no more than 10 copies of the Draft EA to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA regarding distribution and solicitation of comments.
- m. In all instances involving questions as to the content or relevance of the environmental data and analyses, and evaluations and wording prepared by the Contractor, the FAA will make the final determination on the inclusion, deletion or modification of the same in the Draft or Final EA.
- n. Upon completion of the Draft EA, the FAA, with the Contractor's assistance, shall be responsible for organizing and conducting any public process for the Draft EA.
- o. The FAA will receive all comments during the Draft EA review and comment period (not less than 30 days).

- p. At the close of the Draft EA review and comment period, the FAA shall identify the issues and comments submitted that will require response in the Final EA, direct those comments to the Contractor for preparation of proposed responses, and furnish the Sponsor with copies of all comments received. The Contractor will furnish proposed responses to the FAA and Sponsor for review and comment. The FAA shall modify the proposed responses as it deems necessary.
- q. After receipt of comments and preparation of responses, the FAA, with appropriate advice and consultation with the Sponsor, may direct the Contractor to make changes to the text of the Final EA as necessary.
- r. At such time as the FAA has approved the Final EA, the Contractor shall print the contracted quantity of the Final EA. The FAA shall provide no more than 10 copies of the Final EA to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA. If the FAA receives comments on the Final EA, the FAA will provide copies of the comments it has received to the Sponsor.
- s. The FAA will prepare and issue a decision document, as deemed appropriate by the FAA.
- t. To the fullest extent allowed by law, the FAA will maintain the confidentiality of, and will not release or allow access to, any information, documents or materials which in its opinion are validly designated as draft or confidential or which contain trade secrets, proprietary data, or commercial or financial information. Information developed under this MOU is disclosable to the public to the extent required by law. The Parties agree that all drafts of the EA and all comments or other input requested of, or provided by, any of the Parties shall be treated by all Parties as confidential and as integral part of the agency's deliberative process. The Parties agree that comments or other input provided in compliance with the Parties' obligations under this MOU are offered only for the purposes of ensuring that the EA documentation is accurate and complete and to assist the FAA in discharging its responsibilities under this MOU and applicable federal law. In any instance where the FAA proposes to release to the public or allow access to any information, documents or materials which the FAA, Sponsor or Contractor has designated as confidential, it shall notify the Sponsor or Contractor of its proposed release and shall provide the Sponsor or Contractor the opportunity both to present arguments for withholding information and to appeal the decision in accordance with applicable regulations on such release or access prior to any such release or access.

4. CESSATION AND TERMINATION

Either Party to this MOU may terminate this MOU upon 30 days written notice to the other Party, whereupon the Parties shall be relieved of all further obligations hereunder arising prior to such termination. During this period, the Parties will actively attempt to resolve any disagreement or legal, technical or budgetary constraints or restrictions.

5. NO RIGHTS FOR NON-PARTIES

No rights or privileges are created or intended to be created by this MOU in anyone not a signatory of this MOU.

6. MODIFICATION

This MOU represents the entire agreement and may be modified by the Parties hereto only by written agreement by all the Parties.

7. EFFECTIVE DATE

This MOU shall not become effective until executed by both the Parties..

United States Federal Aviation Administration

By: 
Regional Administrator
Great Lakes Region

Date: July 23, 2018

City of Chicago

By: 
Commissioner of Aviation

Date: July 23, 2018



SCHEDULE D-1
 Compliance Plan Regarding DBE Utilization
Affidavit of Prime Contractor

**FOR
 NON-CONSTRUCTION
 PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
 BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: Environmental Review Support for the O'Hare Environr

Specification No.: 571647

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Harris Miller Miller & Hanson, Inc.
 (Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the DBE goals of this contract.

All DBE firms included in this plan have been certified as such by the City of Chicago or Illinois Uniform Certification Program (Letters of Certification Attached).

- I. **DBE Prime Consultant/Contractor:** If prime contractor is a certified DBE firm, attach copy of DBE Letter of Certification.
- II. **DBEs as Joint Ventures:** If the Prime Consultant is a joint venture and one or more joint venture partners are certified DBEs, attach copies of Letters of Certification, Schedule B form, and a copy of a Joint Venture Agreement clearly describing the role of each DBE firm (s) and its ownership interest in the joint venture.
- A. **DBE Sub-Consultants:** this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of DBE: Harris Miller Miller & Hanson, Inc.
 Address: 77 South Bedford Street, Burlington, MA 01803
 Contact Person: Kurt M. Hellauer
 Phone Number: 781 229 0707 x3121
 Dollar Value of Participation; \$ 6,442,590.03
 Percentage of Participation % 53%
2. Name of DBE: Grisko Associates Inc.
 Address: 410 North Michigan Avenue, Suite 600, Chicago, IL 60611
 Contact Person: Beth Yates
 Phone Number: 312 724-8140
 Dollar Value of Participation; \$ 1,443,791.36
 Percentage of Participation % 12%

3. Name of DBE: KB Environmental Sciences, Inc.

Address: 9500 Koger Boulevard, Pinellas Building, Suite 211, St. Petersburg, FL 33702

Contact Person: Carrol Fowler

Phone Number: 727 578-5152

Dollar Value of Participation: \$ 376,755.55

Percentage of Participation % 3%

4. Attach Additional Sheets as Needed

II. Summary of DBE Proposal

DBE Firm Name	Dollar Amount Participation \$	Percent Amount Participation %
Harris Miller Miller & Hanson, Inc.	\$6,442,590.03	53%
Grisko Associates Inc.	\$1,443,791.36	12%
KB Environmental Sciences, Inc.	\$376,755.55	3%
Total Direct DBE Participation	\$ \$8,263,136.94	68%

The Prime Contractor designates the following person as its DBE Liaison Officer:

Kurt M. Hellauer

(Name- Please Print or Type)

781 229 0707 x3121

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Harris Miller Miller & Hanson, Inc.

(Name of Prime Contractor – Print or Type)

State of: Pennsylvania

[Signature]
(Signature)

County of: Dauphin

Mary Ellen Eagan, President and CEO

(Name/Title of Affiant – Print or Type)

3/28/2019

(Date)

On this 28 day of March, 2019, the above signed officer Mary Ellen Eagan
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

[Signature]
(Notary Public Signature)

Commission Expires: 11/07/2022

SEAL: Commonwealth of Pennsylvania - Notary Seal
DEVON J REIGLE - Notary Public
Dauphin County
My Commission Expires Nov 7, 2022
Commission Number 1332865