



**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	10/18/17	<i>Aaron Frame</i> 10/18/17
Contract Liaison	Email Contract Liaison	Telephone		
Michelle Yokoyama	michelle.yokoyama@cityo fchicago.org	773-894-3046		

List Name of NCRB Attendees/Department

Michelle Yokoyama, 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: 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

Blanket Agreement Term: 60 (# of mo)
 Standard Agreement

Type of Modification

Time Extension Vendor Limit Increase Scope Change

Contract Number: _____
Specification Number: _____
Modification Number: _____

<p>Department Request Approval</p> <p align="center"><i>Reshma Soni</i></p> <p>DEPARTMENT HEAD OR DESIGNEE _____ DATE <u>10/18/17</u></p> <p>PRINT NAME <u>Reshma Soni</u></p>	<p>Recommended Approval</p> <p align="center"><i>[Signature]</i></p> <p>BOARD CHAIRPERSON _____ DATE <u>11-17-17</u></p> <p>PRINT NAME <u>Rich Butler</u></p>
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(FOR NCRB USE ONLY)

Recommend Approval/Date: 11-17-17

Return to Department/Date: _____

Rejected/Date: _____

[Handwritten initials]
11/12/17

Approved Rejected

[Signature]

CHIEF PROCUREMENT OFFICER _____

11/22/17
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.

Federal regulations issued by the Council on Environmental Quality (CEQ) and found at 40 CFR 1500-1508 implement the procedural provisions of the National Environmental Policy Act of 1969 ("NEPA"). Pursuant to 40 CFR 1506.5(c), "... any environmental impact statement prepared pursuant to the requirements of NEPA shall be prepared directly by or by a contractor selected by the lead agency...". For Chicago O'Hare International Airport ("O'Hare"), the Federal Aviation Administration ("FAA") is the lead agency to implement NEPA. The FAA implements the CEQ regulations under FAA Order 1050.1F Environmental Impacts: Policies and Procedures, FAA Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, and the FAA guidance document titled "EIS Preparation Guidance - Third Party Contracting". The FAA's guidance for third party contracting is necessary, because the FAA Office of Airports, which regulates O'Hare, does not have authority to enter into consulting contracts directly and relies on airport sponsors, such as the Chicago Department of Aviation ("CDA"), to procure a third party contractor to prepare the NEPA documents.

Since the approval of the O'Hare Modernization Environmental Impact Statement (EIS) in 2005, the CDA has prepared a number of small re-evaluations of the EIS. Certain projects proposed by the CDA, such as the CDA's proposed Terminal Area Plan (TAP) and a Fly Quiet Program runway rotation planned for a two-and-a-half year period, are larger in scope and require analyses by the FAA's third party contractor. Due to the complexity of O'Hare, the FAA will only consider a few vendors qualified to perform the NEPA work at O'Hare, and that number is limited further by conflicts of interest by existing CDA planning consultants (i.e., firms such as Ricondo & Associates and Landrum & Brown are considered "City" contractors and therefore not eligible to be considered as the FAA's third party consultant). The FAA has determined that the consulting firm Harris Miller Miller & Hanson ("HMMH") is the only contractor available to the CDA for this work.

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

HMMH was previously contracted by the City under PO 30812. This City contract references an FAA contract from 2009. This contract expired on June 30, 2017, and the CDA has submitted a request to modify the contract to extend the term, increase the vendor limit, add flexibility regarding funding sources, and update the key personnel. HMMH and the FAA had requested to increase the hourly rates, but rate increases cannot be accommodated under Municipal Code of Chicago Section 2-92-649, which governs the City's use of reference agreements. Therefore, the CDA is requesting approval of a new agreement with HMMH.

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

A Request for Qualifications (RFQ) was initiated by the CDA for this work in 2012 (Specification Number 104546). During the final review and selection process for the RFQ, the FAA clearly indicated that it would select the firm from the pool of respondents in accordance with Section 2-10 of FAA Advisory Circular 150/5100-14D Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (now 150/5100-14E). This approach was not acceptable to the City of Chicago and therefore a reference contract was pursued and executed with HMMH.

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 completes 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 routine for the FAA (as stated in FAA Advisory Circular 150/5100-14E), and there are robust federal processes in place to ensure the 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



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

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.

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 to a vendor for airport environmental work, 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 time scale. The CDA believes that future competitive bidding of these services is possible, but not within this contract period.

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?

Estimated \$5,000,000 for the duration of a 5-year contract term. The known general scope includes an Interim Fly Quiet Runway Rotation Plan with an estimate of approximately \$1,500,000 and the Terminal Area Plan now estimated at approximately \$2,000,000 to complete all of the environmental work (not just a Section 106 Evaluation and Section 4(f) Statement). The remaining \$1,500,000 is budgeted for projects that are not yet conceived and can only be estimated on a contingency basis. Funding will come from approved airport revenue sources, which may be from various airport funding strips.

2. What is the estimated cost by fiscal year?

The costs cannot be estimated based on a fiscal year (either City fiscal year or Federal fiscal year), since the specific project scopes and schedules of the Interim Fly Quiet Runway Rotation Plan and the Terminal Area Plan are still under development and subject to FAA review and the public participation process. Project-specific scopes, schedules, and budgets will be determined in the future as outlined in the attached General 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 budgets estimated for Fly Quiet and TAP are reflective of previous levels of effort on similar projects at O'Hare and other airport projects around the country. For the 2015 Re-Evaluation of the EIS completed under PO 30812, the CDA spent over \$2.6 million. The CDA believes the cost is reasonable for the 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 and HMMH has already invested a significant level of effort into the 2015 Re-Evaluation of the EIS at O'Hare directly pertaining to these projects. This year, HMMH began reviewing the existing EIS under contract 30812 contract and this effort will be lost if another firm began a new review. Furthermore, 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. As part of the federal procurement process, their rates are audited regularly and they go through an extensive review process prior to approval. The CDA has knowledge of how these rates were negotiated with the FAA and has also had numerous conversations with HMMH regarding acceptable proposed wage rates. The fully burdened rate table provided within has undergone extensive review, and the CDA believes the rates are acceptable.



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SCHEDULE REQUIREMENTS

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

All known work should be completed as soon as possible in order to proceed with construction of the Terminal Area Plan. A detailed schedule for this work cannot be developed at this time.

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 this general 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 is proposing a changed Airport Layout Plan (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 with 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 re-evaluation of the EIS for the TAP will require multiple months of environmental analysis which must begin now in order to receive FAA approval prior to (or shortly after) the start of the 2018 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 is not a candidate for a 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 Memorandum of Understanding between the FAA and the CDA for TAP and Fly Quiet, and also a general scope of services.

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 demonstrates 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?

Yes, see answer #2 above.

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?

N/A. 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.



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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?

N/A

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

N/A

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.

N/A

MBE/WBE COMPLIANCE PLAN

During the 5-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. Therefore the CDA is requesting that this contract include all relevant federal provisions and a DBE participation goal of 30%. HMMH became DBE-certified with the City of Chicago on March 28, 2017. HMMH subcontractor Grisko LLC is also DBE-certified with the City.

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.

Project Checklist

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:
10/17/2017

Department Name:
Aviation

Requisition No: 190636
Specification No: 571647

PO No: _____
Modification No: _____

Contract Liaison:
Michelle Yokoyama

Telephone:
773-894-3046

Email:
michelle.yokoyama@cityofchicago.org

Project / Program Manager:
Aaron Frame

Telephone:
773-686-3563

Email:
aaron.frame@cityofchicago.org

Check One:
 New Contract Request

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

***Project / Program Manager Signature:**
Aaron G. Frame

***Commissioner/Authorized Designee Signature:**
Rishma Son

Purchase Order Information:

Contract Term (No. of Months): 60

Extension Options (Rate of Recurrence): 1 (181 days)

Estimated Spend/Value: \$

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Modification or Amendment

Modification Information:

PO Start Date: _____

PO End Date: _____

Amount (Increase/Reduction): _____

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

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on 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 Department Head and OBM; 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

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

***Contract Liaison Signature**
Michelle Yokoyama

Project Title:
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
	017	0740	085	4010	0140	220140			\$5,000,000.00

Purchase Order Type:
 Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:
 Bid RFP RFQ RFI
 Small Order

Special Approvals Required:
 Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Contract Type:
 Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification/Amendment Type:
 Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify): _____


Vendor Info:
Name: Harris Miller Miller & Hanson, Inc
Contact: Diana Wasiuk
Address: 77 South Bedford Street, Burlington, MA 01803
E-mail: dwasiuk@hmmh.com
Phone: 339-234-2038



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

To: Jamie L. Rhee
Chief Procurement Officer

Attention: Richard E. Butler, III
First Deputy Procurement Officer

From: 
Ginger S. Evans
Commissioner of Aviation

Subject: Request for New Non-Competitive Bid Contract with Harris Miller Miller & Hanson Inc. (HMMH) for Environmental Review Support for the O'Hare Environmental Impact Statement

The Chicago Department of Aviation (CDA) hereby requests your approval to enter into a new non-competitive bid contract with HMMH for Environmental Review Support for the Chicago O'Hare International Airport (O'Hare) Environmental Impact Statement (EIS).

O'Hare is constantly building new infrastructure and planning for future developments. Significant planned changes at O'Hare warrant review of historical documents including the EIS and its Record of Decision (ROD). The Federal Aviation Administration (FAA) has strict guidelines for how to conduct EIS Re-Evaluations in accordance with Federal Aviation Administration (FAA) Environmental Orders 1050.1F and 5050.4B, which implement the National Environmental Policy Act (NEPA) of 1969. In certain instances, the CDA must contract with aviation consultants selected by the FAA (i.e., a third party contractor), because the FAA Office of Airports does not have its own contracting authority. This was the case when the FAA prepared the original EIS for the O'Hare Modernization Program (OMP) from 2002 to 2005. All proposed changes to the Airport Layout Plan must be re-evaluated against the approved EIS in order for new projects to proceed.

For this Non-Competitive Review Board (NCRB) request, the CDA is demonstrating that HMMH is appropriate and available to execute Re-Evaluations of the EIS and similar environmental documents. The CDA is contracting with HMMH in accordance with the FAA's third party contracting procedures. This unique situation gives the FAA a great deal of latitude in which firm it is willing to accept as its third party consultant for this work. The FAA agrees with contracting HMMH, it continues to praise HMMH's exceptional work and the FAA has confidence that it is uniquely qualified to complete this task order. Furthermore, HMMH has previously conducted work on the O'Hare EIS, and it has institutional knowledge that would

Jamie L. Rhee

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lead to a great deal of efficiency, which directly translates into cost and time savings for the City of Chicago.

Due to the complexity of O'Hare, the FAA will only consider a few vendors qualified to perform the NEPA work at O'Hare, and that number is limited further by conflicts of interest by existing CDA planning consultants (i.e., firms such as Ricondo & Associates and Landrum & Brown are considered "City" contractors and therefore not eligible to be considered as the FAA's third party consultant). The FAA has determined that the consulting firm Harris Miller Miller & Hanson (HMMH) is the only contractor available to the CDA for this work.

The CDA is hereby requesting a new non-competitive bid contract with HMMH for the services described herein and outlined in greater detail in the attached documents.

The scope of work is meant to be general with regard to preparation of EIS Re Evaluations and similar environmental documents and is not specific to any projects in order to provide flexibility over the 5-year contract term. Specifically the CDA cannot determine the specific scope for individual projects without extensive consultation with the FAA. In order to maintain the same consulting availability, the CDA is requesting a contract duration of five years (60 months plus an option for a 181-day extension) with a contract value not to exceed \$5,000,000.00. When new projects requiring the third party consultant are identified, the FAA and the CDA will enter into a Memorandum of Understanding ("MOU") to define roles and responsibilities for the preparation of the appropriate environmental document. The FAA and the CDA will also prepare a project-specific scope for review and approval of the Chief Procurement Officer ("CPO") prior to the project's initiation. Once CPO approval is obtained, the CDA will create a corresponding blanket release for each project.

The CDA has attached the following items in support of this request utilizing the NCRB Request Package Checklist:

- DPS Project Checklist
- Non-Competitive Review Board (NCRB) Application;
- Letter from HMMH detailing the reasons why it is the exclusive provider of these services;
- Letter from FAA supporting continued use of HMMH;
- NCRB Meeting Participants Memo;
- Scope of Services;
- Key Personnel;
- Rates Table;

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- DBE Goals Memo and March 28, 2017 DBE Certification;
- Letter from HMMH committing to achieving 30 percent DBE participation;
- Economic Disclosure Statement and Affidavit plus Certificate of Filing;
- Insurance Certificates;
- FAA EIS Preparation Guidance – Third Party Contracting; and
- Three MOUs for projects already contemplated by the FAA and the CDA.

Duration: 60 months plus an option for a 181-day time extension

Vendor Limit: \$5,000,000.00

Funding Strip: 017-0740-0854010-0140-220140

User Deputy: Aaron Frame Phone: (773) 686-3563

If you have any questions or need additional information regarding this request, please contact Michelle Yokoyama at (773) 894-3046. Thank you for your assistance in this matter.

cc: Michelle Yokoyama, Aviation
Elizabeth Granados-Perez, Procurement Services
CDA Environment Division file

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

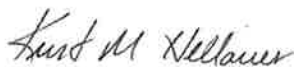
There are a comparatively few firms with the requisite technical expertise and capacity to undertake the environmental impact analyses and subsidiary studies required for the effort being contemplated. When excluding those with potential conflicts of interest due to their having been engaged by the Chicago 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





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.

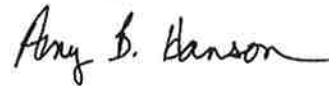
The process in CEQ regulations 40 CFR 1506.5(c) and Appendix C of FAA Order 1050.1F was used in 2015 for the preparation of the Written Re-Evaluation of the O'Hare Modernization EIS for the construction schedule modification. The FAA, through a competitive procurement process, selected and supervised 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 cursive script that reads "Amy B. Hanson".

Amy B. Hanson
Environmental Protection Specialist
Chicago Airports District Office



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

To: Jamie L. Rhee
Chief Procurement Officer

Attention: Richard E. Butler, III
First Deputy Procurement Officer

From: Ginger S. Evans ps 10/18/17
Ginger S. Evans
Commissioner of Aviation

Subject: NCRB Participants in Support of CDA's Request to Contract Harris Miller Miller and Hanson ("HMMH") for Environmental Review Support for the O'Hare Environmental Impact Statement

The Chicago Department of Aviation ("CDA") has submitted a request to appear before the Non-Competitive Review Board ("NCRB") regarding the above-referenced matter. The CDA personnel who will be attending the NCRB meeting in support of the CDA's contracting HMMH for aviation environmental planning consulting services are as follows:

Aaron Frame, Deputy Commissioner of Environment
Michelle Yokoyama, Attorney

If you have any questions or need additional information regarding this request, please contact Michelle Yokoyama at (773) 894-3046.

Thank you for your assistance in this matter.

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

Key Personnel as of September 27, 2017

Key Personnel, Firm, and Assigned Labor Category		
Firm	Key Personnel	Labor Category
HMMH	Diana B. Wasiuk	Program Manager
	Kurt M. Hellauer	Program Manager, Deputy
	Robert C. Mentzer	Task Lead (Noise)
	Philip M. DeVita	Task Lead (Fuel Burn)
Synergy	Mary Vigilante	Task Lead (4(f), Other Environmental Resource Categories)
KB Environmental	Carrol Fowler	Technical Project Manager (Air Quality)
InterVISTAS	Deborah Meehan	Technical Project Manager (Forecast)
The RCH Group	Mike Ratte	Task Leader (air quality – airspace / aircraft operations)
Mead & Hunt	Brad Rolf	Technical Project Manager (Transportation/Section 106)
Grisko	Carolyn Grisko	Technical Project Manager (Outreach)
RS&H	William Willkie	Technical Project Manager (Cumulative Impacts)



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%



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

To: Jamie L. Rhee
Chief Procurement Officer

Attention: Richard E. Butler, III
First Deputy Procurement Officer

Monica Jimenez
Deputy Procurement Officer

From: *Ginger S. Evans* 10/18/17
Ginger S. Evans
Commissioner of Aviation

Subject: DBE Goals for new Non-Competitive Bid Contract with Harris Miller Miller & Hanson Inc. ("HMMH") for Environmental Review Support for the O'Hare Environmental Impact Statement
Requisition Number 190636
Specification Number 571647

The Chicago Department of Aviation ("CDA") has conducted a search on the DPS website (screen print results attached) to identify certified DBE firms that could participate in a commercially useful manner for the above mentioned contract. The CDA specifically searched for firms certified in the areas of Environmental Consulting Services, Other Scientific and Technical Consulting Services and All Other Professional, Scientific and Technical Services. The results of the search show, at present, there are a number of DBE firms available on the City's Directory of Certified Firms that could participate on this contract, including HMMH and Grisko LLC.

Based upon the results of the above-mentioned search, the CDA is requesting stated DBE goals for the above mentioned new agreement set at 30%.

If you have any questions or need additional information regarding this recommendation, please contact Michelle Yokoyama at (773) 894-3046.

cc: Michelle Yokoyama, Aviation
Elizabeth Granados-Perez, Aviation



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 28 2017
Mary Ellen Eagan
Harris Miller Miller & Hanson, Inc. dba HMMH
77 South Bedford Street
Burlington, MA 08104

Dear Mary Ellen Eagan:

The City of Chicago has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm, **Harris Miller Miller & Hanson, Inc. dba HMMH**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **October 31, 2017**.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements, or if there is any other material change in the information provided in your application, you must provide written notification to this agency within 30 days of the occurrence of the change. Failure to provide such information is a ground for removal of certification pursuant to 49 CFR § 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s):

541611 – Administrative and General Management Consulting Services

541620 – Environmental Consulting Services

541690 – Other Scientific and Technical Consulting Services

541712 – Research and Development in the Physical, Engineering, and Life Sciences (Except Biotechnology)

541990 – All Other Professional, Scientific, and Technical Services

MAR 28 2017

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE and ACDBE firms. The Directory can be accessed on the Internet at <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

Your participation on contracts will only be credited toward **DBE** contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside of your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/vlw



Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name **Grisko LLC**

Owner **Ms. Carolyn Grisko**

Address **410 N. Michigan Ave.
Suite 600
Chicago, IL 60611**
> [Map This Address](#)

Phone **312-724-8100**

Fax **312-724-8100**

Email cgrisko@grisko.com

Website <http://www.grisko.com>

Certification Information

Certifying Agency **City of Chicago**

Certification Type **DBE - Disadvantaged Business Enterprise**

Certification Date **8/19/2016**

Renewal Date **11/7/2017**

Expiration Date **10/7/2021**

Certified Business Description **Communications and Media Related Services; Legislative Outreach; Marketing and Marketing and Management Consulting**

Commodity Codes

Code	Description
NAICS 541613	Marketing management consulting services
NAICS 541820	Public relations services

Additional Information**[Customer Support](#)**[Print This Page](#)

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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.

A handwritten signature in black ink that reads 'Mary Eller Eagan'.

Mary Eller Eagan
President and CEO



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 118331

Date of This Filing:09/21/2017 01:14 PM

Certificate Printed on: 09/21/2017

Original Filing Date:09/21/2017 01:14 PM

Disclosing Party: Harris Miller Miller &
Hanson Inc.

Title:Controller

Filed by: Andrew Fansel

Matter: New Contract with the Chicago
Department of Aviation

Applicant: Harris Miller Miller & Hanson Inc.

Specification #:

Contract #:

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.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 118331

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Harris Miller Miller & Hanson Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

77 South Bedford St.
Burlington, MA 01803
United States

C. Telephone:

781-229-0707

Fax:

781-229-7939

Email:

afansel@hmmh.com

D. Name of contact person:

Andrew Fansel

E. Federal Employer Identification No. (if you have one):

04-2737079

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

New Contract with the Chicago Department of Aviation

Which City agency or department is requesting this EDS?

DEPT OF TRANSPORTATION

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Massachusetts

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Ms. Mary Ellen Eagan
Title: President/Treasurer
Role: Both

Officer/Director: Mr. Christopher W Menge
Title: Sr. Vice President
Role: Officer

Officer/Director: Mr. Eugene M Reindel
Title: Vice President/Aviation Services Group Leader
Role: Both

Officer/Director: Ms. Diana B Wasiuk
Title: Vice President
Role: Both

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- Ms. Mary Ellen Eagan - 41.73%
- Mr. Eugene M Reindel - 14.65%
- Ms. Diana Wasiuk - 27.62%

Owner Details

Name	Business Address
Mr. Eugene M Reindel	8880 Cal Center Drive Sacramento, CA 95826 United States
Ms. Diana Wasiuk	77 South Bedford St. Burlington, MA 01803 United States
Ms. Mary Ellen Eagan	77 South Bedford St. Burlington, MA 01803 United States

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained or does it anticipate retaining any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance

consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any [Contractor](#), nor any [Affiliated Entity](#) of either the Disclosing Party or any [Contractor](#), nor any [Agents](#) have, during the 5 years before the date of this EDS, or, with respect to a [Contractor](#), an [Affiliated Entity](#), or an [Affiliated Entity](#) of a [Contractor](#) during the 5 years before the date of such [Contractor's](#) or [Affiliated Entity's](#) contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in [MCC Subsection 2-92-320\(a\)\(4\)\(Contracts Requiring a Base Wage\)](#); [\(a\)\(5\)\(Debarment Regulations\)](#); or [\(a\)\(6\)\(Minimum Wage Ordinance\)](#).

I certify the above to be true

6. Neither the Disclosing Party, nor any [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [[see MCC Chapter 1-23, Article I](#) for applicability and defined terms] of the Applicant is currently indicted

- or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

Yes

A. CERTIFICATION REGARDING LOBBYING

1.a Are there any persons who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter?

No

1.c. Are there any legal entities who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter?

No

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

I certify to the above.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

I certify to the above.

4. The Disclosing Party certifies that either:

- i. it is not an organization described in [section 501\(c\)\(4\) of the Internal Revenue Code of 1986](#) or
- ii. it is an organization described in [section 501\(c\)\(4\) of the Internal Revenue Code of 1986](#) but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the [Lobbying Disclosure Act of 1995](#), as amended.

I certify to the above.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

I certify to the above.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See [41 CFR Part 60-2](#).)

Yes

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, [MCC Chapter 2-156](#), imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece

or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 09/21/2017

Andrew Fansel

Controller

Harris Miller Miller & Hanson Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Insurance Agency 828 Lynn Fells Parkway Melrose, MA 02176 John E. McLaughlin Jr.	CONTACT NAME: Monica Cecconi	FAX (A/C, No): 781-665-0295	
	PHONE (A/C, No, Ext): 781-665-2775	E-MAIL ADDRESS: mcecconi@mclaughlininsurance.com	
INSURED Harris Miller Miller & Hanson Inc 77 South Bedford Street Burlington, MA 01803	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Chubb Group of Ins. Companies		20281
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			79492116EUC	05/15/2017	05/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Proj/Loc \$ 50,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1573562259	05/15/2017	05/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79876309	05/15/2017	05/15/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			68045150	05/15/2017	05/15/2018	Per Claim 3,000,000
A	Valuable Papers			68045150 - BLKT PROPERTY	05/15/2017	05/15/2018	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HMMH #:307170: Re-Evaluation of the Environmental Impact Statement for O'Hare International Airport. Specification number 104546. Additional Insureds are as follows on a primary noncontributory basis if required by written contract with the Named Insured: City of Chicago, its employees, elected officials, agents, or representatives; (cont)

CERTIFICATE HOLDER

CANCELLATION

CHICA-2 City of Chicago Procurement Department 121 North LaSalle Street Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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NOTEPAD:HOLDER CODE **CHICA-2**
INSURED'S NAME **Harris Miller Miller & Hanson**HARRI-1
OP ID: MCEPAGE 2
Date **04/11/2017**

DMJM Aviation Partners JV and PB Americas, Inc. Waiver of Subrogation in favor of the Additional Insureds applies on all policies if required by written contract. 60 day notice of cancellation applies except for cancellation for nonpayment which is a 10 day notice.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1936006

DATE (MM/DD/YYYY)

10/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	CONTACT NAME: 888-828-8365	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
INSURED Insuperity, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indemnity Insurance Co. of North America	43575
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	C64630957	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 HARRIS MILLER MILLER & HANSON INC. (3575800) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT
 HMMH #:307170 : RE-EVALUATION OF THE ENVIRONMENTAL IMPACT
 WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHEN REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER **CANCELLATION**

PROCUREMENT DEPARTMENT 121 NORTH LASALLE STREET CHICAGO, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

EIS PREPARATION GUIDANCE - THIRD PARTY CONTRACTING

INTRODUCTION

- a. The Council on Environmental Quality (CEQ) regulation 40 CFR section 1506.5© states that any environmental impact statement (EIS) prepared pursuant to the requirements of the National Environmental Policy Act (NEPA), shall be prepared directly by a lead agency or a contractor **selected** by the lead agency.
- b. The intent of CEQ section 1506.5© is to avoid conflicts of interests by those preparing impact statements.
- c. The following clarification of policy contained in FAA Order 5050.4A is provided to ensure continued compliance with CEQ regulations and the NEPA.

GENERAL GUIDANCE

- a. Consistent with Federal Aviation Administration (FAA) Order 5050.4A, for airport actions requiring preparation of an EIS, the FAA will either prepare an EIS in-house (utilizing agency personnel and resources) or select a contractor to prepare the EIS. One method of selecting a contractor that may be used, and has been used successfully, is known as "third party contracting."
- b. "Third party contracting" refers to the preparation of an EIS by a contractor selected by the FAA and under contract to and paid by an airport sponsor. The contractor is responsible to the FAA for preparing an EIS that meets the requirements of the NEPA, the NEPA regulations, the FAA's NEPA procedures, and all other appropriate Federal, State, and local laws.
- c. Since third party contracting is a voluntary process, it is recommended that an agreement to use this process, establish a scope of work, and delineate the FAA and airport sponsor responsibilities, be formalized by a Memorandum of Understanding (MOU) between the FAA and airport sponsor. Sample MOU's are provided as Attachments A and B.
- d. The CEQ recognizes the third party contracting arrangement as a legitimate method of EIS preparation in which the non-Federal party actually executes the contract and pays for the cost of preparing the EIS (see Attachment C, an excerpt from CEQ's "Forty Most Asked Questions").
- e. The FAA's selection of a contractor under this process would be based upon the FAA's evaluation of a preselection list ("short list") of contractors submitted to the FAA by an airport sponsor based on the sponsor's request for proposals (RFP) and evaluation. The sponsor may submit the list of candidates to the FAA ranked according to the sponsor's evaluation of the contractor's qualifications. The FAA, however, is under no obligation to make a selection based on this ranking. The sponsor may also submit the list of candidates to the FAA in an unranked form. Guidance provided in the most current version of FAA Advisory Circular 150/5100-14, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects, should be followed in selecting a contractor for EIS preparation.
- f. Costs for preparing the EIS may be funded by either Airport Improvement Program (AIP) funds or local funds including Passenger Facility Charge (PFC) revenues. While AIP funds may be used to pay costs associated with EIS preparation by a contractor selected by the FAA, Federal procurement requirements do not apply. Federal agencies are permitted under 40 CFR Part 18 to substitute their judgment for

that of the grantee (i.e., airport sponsor) if the matter is primarily a "Federal concern" (i.e., consultant selection by the FAA to comply with the requirements of CEQ section 1506.5© is a "Federal concern"). Furthermore, the attached CEQ memorandum on this subject (see Attachment C) specifically states that Federal procurement requirements do not apply.

- g. An EIS contractor, and any EIS subcontractor, must be technically qualified and have the ability to execute a disclosure statement per the requirements of FAA Order 5050.4A. A sample disclosure statement is provided as Attachment D.
- h. When an EIS is prepared by a contractor, the FAA is still responsible for:
 - obtaining a "disclosure statement" from the contractor/subcontractors,
 - exercising oversight of the contractor/sub- contractors to ensure that a conflict of interest does not exist,
 - taking the lead in the scoping process,
 - furnishing guidance and participating in the preparation of the EIS,
 - independently evaluating the EIS and verifying any environmental information provided by the airport sponsor, or others, adding expertise through review and revision, as necessary,
 - approving the EIS, and
 - taking responsibility for the scope and content of the EIS.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,
FEDERAL AVIATION ADMINISTRATION
AND
THE CITY OF CHICAGO
FOR THE
SECTION 106 EVALUATION AND SECTION 4(F) STATEMENT
FOR THE
TERMINAL AREA PLAN

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 evaluation under Section 106 of the National Historic Preservation Act of 1966 (Evaluation) and Section 4(f) Statement (Statement) for the Terminal Area Plan (TAP) at Chicago O’Hare International Airport (ORD). 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 Evaluation and Statement.
- b. The FAA, in its sole discretion after consultation with the City of Chicago, approves of the extension of the current contract for Harris Miller Miller & Hanson Inc. (Contractor), and contractors and experts (Subcontractors), to prepare the Evaluation and Statement. The City of Chicago, as owner/operator of ORD (Sponsor), shall be responsible for completing the contract extension of the Contractor with funds provided by the Sponsor.
- c. FAA actions requiring the completion of an Evaluation and Statement are based primarily on the guidance contained in FAA Order 1050.1E, Paragraph 9-2, *Written Re-evaluations*. This MOU describes the relationship of the Parties in preparing the Evaluation and Statement.
- d. The Parties shall develop and implement an expedited and coordinated environmental review process for the TAP. The intent of this expedited and coordinated review process is to prepare and review the Evaluation and Statement in a timely manner. This process provides for better coordination among the federal, regional, state and local agencies concerned with the preparation of the Evaluation and Statement 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 be completed within a time period established by the FAA. The Evaluation and Statement 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 Evaluation and Statement.

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 1500-1 508), and appropriate DOT-FAA environmental orders.
- b. The Contractor will provide, through its staff or by Subcontractors, the expertise, staffing, and technical capabilities required for the preparation of the Evaluation and Statement. The FAA, with appropriate input from the Sponsor, will direct the scope of the Evaluation and Statement 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. "CARE Plus" or "Chicago Airports Resources Enterprise Plus" means a joint venture lead by R.M. Chin & Associates, which serves as the Department's Owner's Representative and Construction Manager for 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 CDA's general aviation planner.
- iv. Landrum & Brown, Inc., which serves as CDA's general aviation planner.

Covered Entity #2:

Any subcontractor to Covered Entity #1.

- d. Federal Aviation Administration (FAA) Conflicts of Interest - As stated in FAA Order 1050.1F "Environmental Impacts: Policies and Procedures," Paragraph 2-2.3, when a contractor prepares an EIS, the FAA requires the contractor to execute a disclosure statement prepared by the lead agency, or when appropriate, by the cooperating agency (for its portion of the EIS, as delegated by the FAA pursuant to 40 CFR 1501.6(b)(3)), specifying that the contractor has no financial or other interest in the outcome of the action (see 40 CFR 1506.5(c)). Before starting EIS preparation, or in this case an Evaluation and Statement based on an EIS, the Evaluation and Statement contractor and the subcontractors working with it must verify to FAA that they have no financial interest in the outcome of the action the Evaluation and Statement will address. Contractors working on the Evaluation and Statement may not bid on any future actions the Evaluation and Statement addresses until the approving FAA official issues a Decision Document based on that Evaluation and Statement (as deemed appropriate by the FAA). This prohibition does not prevent the airport sponsor from selecting the Evaluation and Statement contractor for later phases of the action.

However, that selection must occur after free and open competition and there can be no implied or suggested guarantee that the Sponsor would favorably consider the Evaluation and Statement contractor. (See FAA Order 5050.4B "National Policy Act (NEPA) Implementing Instructions for Airport Projects," Section 1003(d), d. Disclosure Statement).

- e. 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 implementation of the TAP, as these activities relate to the preparation of the Evaluation and Statement 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.
- f. 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 Evaluation and Statement. 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 respective address shall be: Aaron Frame, Deputy Commissioner of Environment, Chicago Department of Aviation, 10510 W. Zemke Road, Chicago, IL 60666. The FAA's representative and respective address shall be: Amy Hanson, Environmental Protection Specialist, Chicago Airports District Office, Federal Aviation Administration, 2300 E. Devon Ave., 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 Evaluation and Statement 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 Evaluation and Statement.
- g. 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 Scope of Services to the FAA and Sponsor, for approval. The Scope of Services 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 Evaluation and Statement, a budget, and a description of the internal and external review procedures to assure quality control. Also, the Scope of Services 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 Evaluation and Statement. Copies of the reference material used by the Contractor during the preparation of the Evaluation and Statement shall be provided to, and will be retained by, the FAA for the Administrative Record. The Scope of Services will comply with FAA Order 1050.1F and FAA Order 5050.4B.

- b. The Scope of Services and this MOU will be the basis of an Evaluation and Statement for the TAP.
- c. The FAA agrees that the Scope of Services may be amended from time to time as the work of the Contractor or its Subcontractors proceeds. Any amendments or changes to the Scope of Services 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 FAA will notify and consult the Sponsor prior to all amendments or modifications to the Scope of Services. 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 Scope of Services, until a formal Notice-to-Proceed has been issued by the Sponsor and sent via email and United States mail. 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 three to six months to process.
- e. Unless otherwise directed, any and all work performed by the Contractor and its Subcontractors in preparation of the Evaluation and Statement shall be submitted directly to the FAA, and to the Sponsor upon its request and the FAA's approval. The Sponsor may communicate with the Contractor and its Subcontractors during the development of the Evaluation and Statement. 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 analyses prepared by the FAA, the Contractor or any Subcontractors will be available for review by Sponsor and its contractors prior to incorporation in the Evaluation and Statement, and that those analyses will not be incorporated in the Evaluation and Statement until the FAA and the Contractor have received the Sponsor's comments on them. The Sponsor agrees to perform its review within two weeks of receipt of the information.
- f. The FAA reserves the right to review periodically and modify the level of effort within the Scope of Services of the Contractor to ensure requirements under NEPA and other applicable laws and regulations are satisfied.
- 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. The FAA shall make said directions and/or comments 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 Evaluation and Statement, 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 Evaluation and Statement. 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 herein.
- i. To facilitate the development and preparation of the EIS, 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 or teleconferences 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 Evaluation and Statement to assure compliance with NEPA and other applicable laws and regulations, and the Sponsor shall assist the FAA for 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 Evaluation and Statement.
- k. The FAA shall ensure the contract with the Contractor 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 Evaluation and Statement; (b) the Contractor and Sponsor shall be responsible for all costs associated with the newspaper publication of notices announcing public workshops, meetings, hearings, and the like; (c) the Contractor shall be responsible for all costs associated with the rental of facilities to hold public workshops, meetings, hearings, and the like; (d) the Contractor shall be responsible for all security costs associated with holding public workshops, meetings, hearings, and the like; and (e) 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, have approved for publication the Draft Evaluation and Statement developed and prepared by the Contractor and its Subcontractors, the Contractor shall print the contracted quantity of the Draft Evaluation and Statement and submit same to the FAA. The FAA shall submit

up to six copies of the Draft Evaluation and Statement 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 Evaluation and Statement.
- n. Upon completion of the Draft Evaluation and Statement, the FAA, with the Sponsor's and Contractor's assistance, shall be responsible for organizing and conducting any public process recommended by the FAA. The Contractor shall be responsible for costs associated with such public processes (see Section 3.k.(c) above).
- o. The FAA will receive all comments during the Draft Evaluation and Statement review and comment period (not less than 30 days).
- p. At the close of the Draft Evaluation and Statement review and comment period, the FAA shall identify the issues and comments submitted that will require response in the Final Evaluation and Statement, 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 Evaluation and Statement as necessary.
- r. At such time as the FAA has approved the Final Evaluation and Statement, the Contractor shall print the contracted quantity of the Final Evaluation and Statement. The FAA shall provide up to six copies of the Final Evaluation and Statement to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA. If the FAA receives comments on the Final Evaluation and Statement then it 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). The Contractor shall print the contracted quantity of the Decision Document. The FAA shall provide up to six copies of the Decision Document to the Sponsor.
- 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 Evaluation and Statement 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 Evaluation and Statement 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 and approved by the City of Chicago.

United States Federal Aviation Administration

By: 
Director, Airports Division
Great Lakes Region

Date: 4/27/2017

City of Chicago

By: 
For Commissioner of Aviation

Date: 4/24/17

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,
FEDERAL AVIATION ADMINISTRATION
AND
THE CITY OF CHICAGO
FOR THE
RE-EVALUATION OF THE O'HARE MODERNIZATION EIS
FOR THE
INTERIM USE OF A FLY QUIET RUNWAY ROTATION PLAN

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 Impact Statement (EIS) Re-Evaluation for the interim use of a Fly Quiet Runway Rotation Plan at Chicago O'Hare International Airport (ORD) from the time of the closure of Runway 15/33 through the commissioning of Runway 9C/27C as herein described (Interim FQ). 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 EIS Re-Evaluation.
- b. The FAA, in its sole discretion after consultation with the City of Chicago, approves of the extension of the current contract for Harris Miller Miller & Hanson Inc. (Contractor), and contractors and experts (Subcontractors), to prepare the EIS Re-Evaluation. The City of Chicago, as owner/operator of ORD (Sponsor), shall be responsible for completing the contract extension of the Contractor with funds provided by the Sponsor.
- c. FAA actions requiring the completion of an EIS Re-Evaluation are based primarily on the guidance contained in FAA Order 1050.1E, Paragraph 9-2, *Written Re-evaluations*. This MOU describes the relationship of the Parties in preparing the EIS Re-Evaluation.
- d. The Parties shall develop and implement an expedited and coordinated environmental review process for the Interim FQ. The intent of this expedited and coordinated review process is to prepare and review the EIS Re-Evaluation in a timely manner. This process provides for better coordination among the federal, regional, state and local agencies concerned with the preparation of the EIS Re-Evaluation 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 Interim FQ be completed within a time period established by the FAA. The EIS Re-Evaluation 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 EIS Re-Evaluation.

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 1500-1 508), and appropriate DOT-FAA environmental orders.
- b. The Contractor will provide, through its staff or by Subcontractors, the expertise, staffing, and technical capabilities required for the preparation of the EIS Re-Evaluation. The FAA, with appropriate input from the Sponsor, will direct the scope of the EIS Re-Evaluation 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. "CARE Plus" or "Chicago Airports Resources Enterprise Plus" means a joint venture lead by R.M. Chin & Associates, which serves as the Department's Owner's Representative and Construction Manager for 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 CDA's general aviation planner.
- iv. Landrum & Brown, Inc., which serves as CDA's general aviation planner.

Covered Entity #2:

Any subcontractor to Covered Entity #1.

- d. Federal Aviation Administration (FAA) Conflicts of Interest - As stated in FAA Order 1050.1F "Environmental Impacts: Policies and Procedures," Paragraph 2-2.3, when a contractor prepares an EIS, the FAA requires the contractor to execute a disclosure statement prepared by the lead agency, or when appropriate, by the cooperating agency (for its portion of the EIS, as delegated by the FAA pursuant to 40 CFR 1501.6(b)(3)), specifying that the contractor has no financial or other interest in the outcome of the action (see 40 CFR 1506.5(c)). Before starting EIS preparation, or in this case a Re-Evaluation based on an EIS, the Re-Evaluation contractor and the subcontractors working with it must verify to FAA that they have no financial interest in the outcome of the action the Re-Evaluation will address. Contractors working on the Re-Evaluation may not bid on any future actions the Re-Evaluation addresses until the approving FAA official issues a Decision Document based on that Re-Evaluation (as deemed appropriate by the FAA). This prohibition does not prevent the airport sponsor from selecting the Re-Evaluation contractor for later phases of the action. However, that selection must occur after free and open competition and there can be no implied or suggested guarantee that the sponsor would favorably consider the Re-Evaluation

contractor. (See FAA Order 5050.4B "National Policy Act (NEPA) Implementing Instructions for Airport Projects," Section 1003(d), d. Disclosure Statement).

- e. 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 implementation of the Interim FQ, as these activities relate to the preparation of the EIS Re-Evaluation 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.
- f. 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 EIS Re-Evaluation. 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 respective address shall be: Aaron Frame, Deputy Commissioner of Environment, Chicago Department of Aviation, 10510 W. Zemke Road, Chicago, IL 60666. The FAA's representative and respective address shall be: Amy Hanson, Environmental Protection Specialist, Chicago Airports District Office, Federal Aviation Administration, 2300 E. Devon Ave., 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 EIS Re-Evaluation 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 EIS Re-Evaluation.
- g. 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 Scope of Services to the FAA and Sponsor, for approval. The Scope of Services 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 EIS Re-Evaluation, a budget, and a description of the internal and external review procedures to assure quality control. Copies of the reference material used by the Contractor during the preparation of the EIS Re-Evaluation shall be provided to, and will be retained by,

the FAA for the Administrative Record. The Scope of Services will comply with FAA Order 1050.1F and FAA Order 5050.4B.

- b. The Scope of Services and this MOU will be the basis of an EIS Re-Evaluation for the Interim FQ.
- c. The FAA agrees that the Scope of Services may be amended from time to time as the work of the Contractor or its Subcontractors proceeds. Any amendments or changes to the Scope of Services 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 FAA will notify and consult the Sponsor prior to all amendments or modifications to the Scope of Services. 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 and sent via email and United States mail. 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 three to six months to process.
- e. Unless otherwise directed, any and all work performed by the Contractor and its Subcontractors in preparation of the EIS Re-Evaluation shall be submitted directly to the FAA, and to the Sponsor upon its request and the FAA's approval. The Sponsor may communicate with the Contractor and its Subcontractors during the development of the EIS Re-Evaluation. 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 Subcontractors will be available for review by Sponsor and its contractors prior to incorporation in the Re-Evaluation, and that those analyses will not be incorporated in the Re-Evaluation until the FAA and the Contractor have received the Sponsor's comments on them. The Sponsor agrees to perform its review within two weeks of receipt of the information.
- f. The FAA reserves the right to review periodically and modify the level of effort withing the Scope of Services of the Contractor to ensure requirements under NEPA and other applicable laws and regulations are satisfied.
- 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. The FAA shall make said directions and/or comments 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 EIS Re-Evaluation, 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 EIS Re-Evaluation. 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 herein.
- i. To facilitate the development and preparation of the EIS, 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 or teleconferences 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 EIS Re-Evaluation to assure compliance with NEPA and other applicable laws and regulations, and the Sponsor shall assist the FAA for 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 Re-Evaluation.
- k. The FAA shall ensure the contract with the Contractor 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 EIS Re-Evaluation; (b) the Contractor and Sponsor shall be responsible for all costs associated with the newspaper publication of notices announcing public workshops, meetings, hearings, and the like; (c) the Contractor shall be responsible for all costs associated with the rental of facilities to hold public workshops, meetings, hearings, and the like; (d) the Contractor shall be responsible for all security costs associated with holding public workshops, meetings, hearings, and the like; and (e) 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, have approved for publication the Draft EIS Re-Evaluation developed and prepared by the Contractor and its Subcontractors, the Contractor shall print the contracted quantity of the Draft EIS Re-Evaluation and submit same to the FAA. The FAA shall submit up to six copies of the Draft EIS Re-Evaluation 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 EIS Re-Evaluation.

- n. Upon completion of the Draft EIS Re-Evaluation, the FAA, with the Sponsor's and Contractor's assistance, shall be responsible for organizing and conducting any public process recommended by the FAA. The Contractor shall be responsible for costs associated with such public processes (see Section 3.k.(c) above).
- o. The FAA will receive all comments during the Draft EIS Re-Evaluation review and comment period (not less than 30 days).
- p. At the close of the Draft EIS Re-Evaluation review and comment period, the FAA shall identify the issues and comments submitted that will require response in the Final EIS Re-Evaluation, 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 EIS Re-Evaluation as necessary.
- r. At such time as the FAA has approved the Final EIS Re-Evaluation, the Contractor shall print the contracted quantity of the Final EIS Re-Evaluation. The FAA shall provide up to six copies of the Final EIS Re-Evaluation to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA. If the FAA receives comments on the Final EIS Re-Evaluation then it 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). The Contractor shall print the contracted quantity of the Decision Document. The FAA shall provide an appropriate number of copies of the Decision Document to the Sponsor.
- 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 EIS Re-Evaluation 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 EIS Re-Evaluation 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 and approved by the City of Chicago.

United States Federal Aviation Administration

By: 
Director, Airports Division
Great Lakes Region

Date: 4/27/2017

City of Chicago

By: 
G- Commissioner of Aviation

Date: 4/28/17

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,
FEDERAL AVIATION ADMINISTRATION
AND
THE CITY OF CHICAGO
FOR THE
RE-EVALUATION OF THE O'HARE MODERNIZATION EIS
FOR THE
RELOCATION OF REST HAVEN CEMETERY

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 Impact Statement (EIS) Re-Evaluation for the voluntary relocation of Rest Haven Cemetery at Chicago O'Hare International Airport (ORD) as herein described (the Cemetery). The Rest Haven Cemetery Association is the owner and operator of Rest Haven Cemetery. 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 EIS Re-Evaluation.
- b. The FAA, in its sole discretion after consultation with the City of Chicago, approves of the extension of the current contract for Harris Miller Miller & Hanson Inc. (Contractor), and subcontractors and experts (Subcontractors), to prepare the EIS Re-Evaluation. The City of Chicago, as owner/operator of ORD (Sponsor), shall be responsible for completing the contract extension of the Contractor with funds provided by the Sponsor.
- c. FAA actions requiring the completion of an EIS Re-Evaluation are based primarily on the guidance contained in FAA Order 1050.1E, Paragraph 9-2, *Written Re-evaluations*. This MOU describes the relationship of the Parties in preparing the EIS Re-Evaluation.
- d. The Parties shall develop and implement an expedited and coordinated environmental review process for the Cemetery. The intent of this expedited and coordinated review process is to prepare and review the EIS Re-Evaluation in a timely manner. This process provides for better coordination among the federal, regional, state and local agencies concerned with the preparation of the EIS Re-Evaluation 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 Cemetery be completed within a time period established by the FAA. The EIS Re-Evaluation 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 EIS Re-Evaluation.

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 Subcontractors, the expertise, staffing, and technical capabilities required for the preparation of the EIS Re-Evaluation. The FAA, with appropriate input from the Sponsor, will direct the scope of the EIS Re-Evaluation 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. "CARE Plus" or "Chicago Airports Resources Enterprise Plus" means a joint venture lead by R.M. Chin & Associates, which serves as the Department's Owner's Representative and Construction Manager for 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 CDA's general aviation planner.
- iv. Landrum & Brown, Inc., which serves as CDA's general aviation planner.

Covered Entity #2:

Any subcontractor to Covered Entity #1.

- d. Federal Aviation Administration (FAA) Conflicts of Interest - As stated in FAA Order 1050.1F "Environmental Impacts: Policies and Procedures," Paragraph 2-2.3, when a contractor prepares an EIS, the FAA requires the contractor to execute a disclosure statement prepared by the lead agency, or when appropriate, by the cooperating agency (for its portion of the EIS, as delegated by the FAA pursuant to 40 CFR 1501.6(b)(3)), specifying that the contractor has no financial or other interest in the outcome of the action (see 40 CFR 1506.5(c)). Before starting EIS preparation, or in this case a Re-Evaluation based on an EIS, the Re-Evaluation contractor and the subcontractors working with it must verify to FAA that they have no financial interest in the outcome of the action the Re-Evaluation will address. Contractors working on the Re-Evaluation may not bid on any future actions the Re-Evaluation addresses until the approving FAA official issues a Decision Document based on that Re-Evaluation (as deemed appropriate by the FAA). This prohibition does not prevent the airport sponsor from selecting the Re-Evaluation contractor for later phases of the action. However, that selection must occur after free and open competition and there can be no implied or suggested guarantee that the sponsor would favorably consider the Re-Evaluation

contractor. (See FAA Order 5050.4B "National Policy Act (NEPA) Implementing Instructions for Airport Projects," Section 1003(d), d. Disclosure Statement).

- e. 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 relocation of the Cemetery, as well as the planning, design, and construction of the ultimate use of the land after the Cemetery has been relocated, as these activities relate to the preparation of the EIS Re-Evaluation 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.
- f. 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 EIS Re-Evaluation. 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 respective address shall be: Aaron Frame, Deputy Commissioner of Environment, Chicago Department of Aviation, 10510 W. Zemke Road, Chicago, IL 60666. The FAA's representative and respective address shall be: Amy Hanson, Environmental Protection Specialist, Chicago Airports District Office, Federal Aviation Administration, 2300 E. Devon Ave., 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 EIS Re-Evaluation 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 EIS Re-Evaluation.
- g. 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 Scope of Services to the FAA and Sponsor, for approval. The Scope of Services shall include detailed descriptions of all work to be performed, the methodologies proposed to perform the work, the name and qualifications of the key 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 EIS Re-Evaluation, a budget, and a description of the internal and external review procedures to assure quality control. Copies of the reference material used by the Contractor during

the preparation of the EIS Re-Evaluation shall be provided to and will be retained by the FAA for the Administrative Record. The Scope of Services will comply with FAA Order 1050.1F and FAA Order 5050.4B.

- b. The Scope of Services and this MOU will be the basis of an EIS Re-Evaluation for the Cemetery.
- c. The FAA agrees that the Scope of Services may be amended from time to time as the work of the Contractor or its Subcontractors proceeds. Any amendments or changes to the Scope of Services 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 FAA will notify and consult the Sponsor prior to all amendments or modifications to the Scope of Services. 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 Scope of Services, until a formal Notice-to-Proceed has been issued by the Sponsor and sent via email and United States mail. 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 three to six months to process.
- e. Unless otherwise directed, any and all work performed by the Contractor and its Subcontractors in preparation of the EIS Re-Evaluation shall be submitted directly to the FAA, and to the Sponsor upon its request and the FAA's approval. The Sponsor may communicate with the Contractor and its Subcontractors during the development of the EIS Re-Evaluation. 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 Subcontractors will be available for review by Sponsor and its contractors prior to incorporation in the Re-Evaluation, and that those analyses will not be incorporated in the Re-Evaluation until the FAA and the Contractor have received the Sponsor's comments on them. The Sponsor agrees to perform its review within two weeks of receipt of the information.
- f. The FAA reserves the right to review periodically and modify the level of effort within the Scope of Services to ensure requirements under NEPA and other applicable laws and regulations are satisfied.
- 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. The FAA shall make said directions and/or comments 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 its 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 EIS Re-Evaluation, 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 EIS Re-Evaluation. 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 herein.
- i. To facilitate the development and preparation of the EIS, 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 or teleconferences 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 EIS Re-Evaluation to assure compliance with NEPA and other applicable laws and regulations, and the Sponsor shall assist the FAA for 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 Re-Evaluation.
- k. The FAA shall ensure 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 EIS Re-Evaluation; (b) the Contractor and Sponsor shall be responsible for all costs associated with the newspaper publication of notices announcing public workshops, meetings, hearings, and the like; (c) the Contractor shall be responsible for all costs associated with the rental of facilities to hold public workshops, meetings, hearings, and the like; (d) the Contractor shall be responsible for all security costs associated with holding public workshops, meetings, hearings, and the like; and (e) 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, have approved for publication the Draft EIS Re-Evaluation developed and prepared by the Contractor and its Subcontractors, the Contractor shall print the contracted quantity of the Draft EIS Re-Evaluation and submit same to the FAA. The FAA shall submit up to six copies of the Draft EIS Re-Evaluation 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 EIS Re-Evaluation.

- n. Upon completion of the Draft EIS Re-Evaluation, the FAA, with the Sponsor's and Contractor's assistance, shall be responsible for organizing and conducting any public process recommended by the FAA. The Contractor and Sponsor shall be responsible for costs associated with such public processes (see Section 3.k.(c) above).
- o. The FAA will receive all comments during the Draft EIS Re-Evaluation review and comment period (not less than 30 days).
- p. At the close of the Draft EIS Re-Evaluation review and comment period, the FAA shall identify the issues and comments submitted that will require response in the Final EIS Re-Evaluation, 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 EIS Re-Evaluation as necessary.
- r. At such time as the FAA has approved the Final EIS Re-Evaluation, the Contractor shall print the contracted quantity of the Final EIS Re-Evaluation. The FAA shall provide up to six copies of the Final EIS Re-Evaluation to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA. If the FAA receives comments on the Final EIS Re-Evaluation then it will provide copies of the comments it has received to the Sponsor.
- s. The FAA will prepare and issue a Decision Document. The Contractor shall print the contracted quantity of the Decision Document. The FAA shall provide an appropriate number of copies of the Decision Document to the Sponsor.
- 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 EIS Re-Evaluation 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 EIS Re-Evaluation 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.

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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.

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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

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United States Federal Aviation Administration

By: 
Director, Airports Division
Great Lakes Region

Date: 4/27/2017

City of Chicago

By: 
 Commissioner of Aviation

Date: 4/28/17

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 207 ENVIRONMENTAL DIVISION P.O. BOX 66142 CHICAGO, IL 60666	REQUISITION: 190636 PAGE: 1 DEPARTMENT: 85 - DEPT OF AVIATION PREPARER: James F Hankin NEEDED: 10/20/2017 APPROVED: 10/18/2017
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REQUISITION DESCRIPTION

REQUEST FOR NEW NON-COMPETITIVE BID CONTRACT WITH HARRIS MILLER MILLER & HANSON, INC. FOR ENVIRONMENTAL REVIEW SUPPORT FOR THE CHICAGO O'HARE INTERNATIONAL AIRPORT ENVIRONMENTAL IMPACT STATEMENT (EIS). TERM 5 YEARS + 181 DAY EXT OPTION.
 SPECIFICATION NUMBER: 571647

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	90609	1.00	Each	0.00	0.00						
REQUEST FOR NEW NON-COMPETITIVE BID CONTRACT WITH HARRIS MILLER MILLER & HANSON, INC. FOR ENVIRONMENTAL REVIEW SUPPORT FOR THE CHICAGO O'HARE INTERNATIONAL AIRPORT ENVIRONMENTAL IMPACT STATEMENT (EIS). TERM 5 YEARS + 181 DAY EXT OPTION.											
SUGGESTED VENDOR:			REQUESTED BY: James F Hankin								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	017	0740	0854010	0140	220140	0000	00000000	000000	00000	0000	0.00
LINE TOTAL:											0.00

REQUISITION TOTAL: 0.00