

Memorandum

MIAMI-DADE
COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving Amendment Two to the Limited Reimbursable Agreement between the Federal Aviation Administration and the County to support the relocation of navigational aids systems for Runway 27 at Miami International Airport under FAA Agreement No. SO-0613-07P, increasing the project cost by \$690,879.75

Agenda Item No. 14(A)(1)

Recommendation

It is recommended that the Board approve the attached Amendment Two to the Limited Reimbursable Agreement between Miami-Dade County and the Federal Aviation Administration ("FAA"), for completion of FAA services in regard to the relocation of FAA-owned and maintained Runway navigational aids systems ("NAVAIDS") for Runway 27 at Miami International Airport ("MIA").

Scope

MIA is located within Commission District Six; however, the impact of this item is countywide in nature as MIA is a regional asset.

Fiscal Impact/Funding Source

This Nav aids Project is part of the completion of MIA's New South Terminal and Concourse J. The FAA has identified \$690,879.75 in additional cost needed to complete the Nav aids Project, which the County is required to pay. Funds for such payment have been budgeted in the CIP Concourse J Project account.

Track Record/Monitor

José A. Ramos, R.A., Chief of Aviation Planning Section and Norma Mata, Chief of Grants.

Background

As a result of the work on the South Terminal Area and the Concourse J Project, the runway threshold at the east end of Runway 27 needed to be moved to a point 356 feet from the end of the existing runway pavement. The relocation of the runway threshold required the relocation of the FAA-owned and maintained Runway 27 NAVAIDS equipment.

By Resolution No. R-635-06, the Board approved the initial Limited Reimbursable Agreement (the "LRA") between the FAA and the County, under which the FAA agreed to provide preliminary design and engineering services to determine how much work would be involved in the relocation of the Nav aids equipment. Under the LRA, the County through its Aviation Department was required to pay in advance the sum of \$25,200 for preliminary design and engineering work.

As a result of the LRA, the FAA determined that the Navajids project scope would include (a) the relocation of the Runway 27 Glide Slope (GS), (b) the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR), and (c) the Runway Visual Range (RVR). The scope of work also included the replacement of the existing Runway 27 Visual Approach Slope Indicator (VASI) with a Precision Approach Path Indicator (PAPI), and the modification of the Runway 27 localizer (LOC). The cost of the Navajids project was then estimated to be \$2,048,465, and by Resolution No. R-949-07, the Board approved Amendment One to the LRA under which the FAA agreed to complete the Navajids Project and the County would be required to pay for the costs.

The majority of the Navajids project work was completed on May 7, 2009. When the FAA requested bids on the MALSR portion of the project, the MALSR cost was determined to be an additional \$690,879.75. This amount represents the additional cost of the contractor plus the FAA's 26.5% overhead cost.

Project Cost

The attached Amendment Two provides for the FAA to complete the Navajids Project for the additional amount of \$690,879.75, with the County paying for such cost. The total cost of the Navajids Project will be \$3,977,470.75, not including the preliminary design and engineering work of \$25,200.

Amendment One	\$2,048,465.00
Amendment Two	690,879.75
In-pavement lighting	<u>1,238,126.00</u>

Total Project Costs: \$3,977,470.75

FAA Participation

The FAA has provided an Airport Improvement Program grant for this project in the amount of \$2,464,261 (Grant No. 55-2007) and recently approved a second grant for the project (Grant No. 58-2009) in the amount of \$659,250, for a total FAA participation of \$3,123,511. The County's cost for this project (including the preliminary design fees of \$25,200) is \$879,159.75.

Total Project Cost	\$3,977,470.75
FAA Grants	3,123,511.00
MDAD Project Share	\$ 879,159.75

Funding for the Navajids Project are available in the CIP Program Concourse J Project budget.


Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss **DATE:** October 6, 2009
and Members, Board of County Commissioners

FROM: R. A. Cuevas, Jr. **SUBJECT:** Agenda Item No. 14(A)(1)
County Attorney

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 14(A)(1)
10-6-09

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING AMENDMENT TWO TO LIMITED REIMBURSABLE AGREEMENT BETWEEN THE FEDERAL AVIATION ADMINISTRATION (FAA) AND MIAMI-DADE COUNTY UNDER WHICH THE COUNTY SHALL PAY THE FAA \$690,879.75 FOR THE FAA'S RELOCATION OF CERTAIN NAVIGATIONAL AIDS SYSTEMS AT THE AIRPORT IN CONJUNCTION WITH THE COMPLETION OF CONCOURSE J; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SUCH AMENDMENT TWO AND TO EXERCISE THE TERMINATION PROVISIONS THEREOF

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Amendment Two to the Limited Reimbursable Agreement between the Federal Aviation Administration (FAA) and Miami-Dade County under which the County shall pay the FAA \$690,879.75 for the FAA's completion of the relocation of certain navigational aids systems associated with Runway 27 of Miami International Airport in conjunction with the completion of Concourse J of Miami International Airport's Terminal Building; this Board authorizes the Mayor or designee to execute such Amendment Two in substantially the form attached hereto and to exercise the termination provisions thereof.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

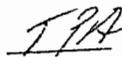
The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Thomas P. Abbott



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

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-5003

Phone: (407) 812-6331

Fax: (407) 812-6978

January 27, 2009

Mr. Jose Abreu
Aviation Director
Miami Dade Aviation Department
P.O. Box 025504
Miami, Florida 33159

Dear Mr. Abreu:

RE: Miami International Airport; Miami, Florida
AIP Number 3-12-0049-055-2007
Amendment No. 1

The Federal Aviation Administration (FAA) has determined that there is an overrun in eligible costs for the subject project. In accordance with the provisions of the Grant Agreement between the United States of America and Miami-Dade County Board of County Commissioners dated August 14, 2007, the FAA hereby increases the maximum Federal obligation by \$659,261, from \$10,760,261 to \$11,419,522.

Please allow approximately 30 days after receipt of this letter before attempting any drawdowns from the letter of credit account.

All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

W. Dean Stringer
Manager

cc:
Dionne Henry, FDOT/6
AMZ-110

**AMENDMENT TWO TO
REIMBURSABLE AGREEMENT BETWEEN**

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**MIAMI-DADE COUNTY THROUGH ITS
AVIATION DEPARTMENT**

WHEREAS, Article V of the Reimbursable Agreement (RA) SO-0613-07P for the project titled

"Relocate NAVAIDS, Runway 9-27 at Miami International Airport, Miami, Florida"

requires that changes and or modifications to the agreement shall be made by written amendment, signed by authorized representatives of each party.

RA SO-0613-07P was established to fund the work associated with the relocation of the Runway 27 glide slope (GS), the medium intensity approach lighting system (MALSR), the runway visual range (RVR) and the precision approach path indicator (PAPI). This agreement also includes the modification of the Runway 27 localizer (LOC). Additional funding is required to complete the work initiated under RA SO-0613-07P. The agreement discussed herein, AJW-FN-ESA-09-0643-A, will provide funding to complete work for the relocation of the Runway 27 navigational aids.

NOW THEREFORE, the FAA and the Project Sponsor mutually concur that the agreement be amended by adding the following costs to the Article III of the existing Reimbursable Agreement, as specifically stated herein. Other than the amended articles specified below, the original agreement remains unchanged. To the extent that there is any inconsistency between the original and these amendments, the amendments shall take precedence:

REPLACE ARTICLE II, Paragraph C with:

ARTICLE 7. Estimated Costs

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

Estimated Costs		
WBS	Description of Reimbursable Item	Total Costs
4050	Construction and Construction Management	\$ 546,150.00
	Subtotal:	546,150.00
	26.5% Administrative Overhead:	144,729.75
	AMENDMENT TWO TOTAL:	\$ 690,879.75

Reimbursable Agreement Summary	Estimated Cost
Original (Limited) RA	\$ 25,200.00
Amendment One	\$ 2,048,465.00
Amendment Two	\$ 690,879.75
Reimbursable Agreement Total:	\$2,764,544.75

REPLACE ARTICLE III – Period of Agreement and Effective Date with:

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous Agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. The Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section A of this Agreement. The duration of this Agreement is estimated to be 24 months. Under no circumstances will this Agreement extend five years beyond its effective date.

REPLACE ARTICLE IV - Reimbursement, Performance, and Accounting Arrangement with:

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Any amount due on the final bill will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Sponsor.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA – Mike Monroney Aeronautical Center
 ATTN: AMZ-330, Reimbursable Project Team
 P.O. Box 25082
 Oklahoma City OK 73125
 Telephone (405) 954-5659

The overnight mailing, address is:

DOT/FAA/Mike Monroney Aeronautical Center
AMZ-330 Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City OK 73169

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

Miami-Dade Aviation Department
Attn: Mr. Sunil Harman
Division Director, Aviation Planning
P.O. Box 025504
Miami, Florida 33102-5504
Telephone: (305) 876-7090

- D. The FAA will provide updates at least quarterly of costs incurred against the advance payment. A Reimbursable Bill Support List (a summary of cost by object class) will accompany all updates.
- E. The cost estimates contained in Article 7 are expected to be the maximum cost associated with this Agreement, but may be modified to recover the FAA's actual cost. If during the course of this Agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional full costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed amendment to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

REPLACE ARTICLE XV - Entire Agreement with:

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and that, accordingly this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

FEDERAL AVIATION
ADMINISTRATION

SIGNATURE 
NAME Bill Nemes
TITLE Contracting Officer
DATE 7/14/09

MIAMI-DADE AVIATION
DEPARTMENT

SIGNATURE _____
NAME _____
TITLE _____
DATE _____