Memorandum

MIAMI-DADE COUNTY

Date:	November 3, 2009
To:	Honorable Chairperson Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Approving a Reimbursable Agreement (RA) with the Federal Aviation Administration (FAA) to support the relocation of navigational aids for Runway 9 Right/27 Left (9R-27L) at Kendall-Tamiami Executive Airport, in the amount of $311,569.50

Agenda Item No. 8(A)(1)(C)

RECOMMENDATION

It is recommended that the Board approve the attached Reimbursable Agreement (RA) No. AJW-FN-ESA-09-0823 between the Federal Aviation Administration (FAA) and Miami-Dade County in the amount of $311,569.50 to provide engineering design support for the relocation of Navigational Aids Systems ("Navaids") for Runway 9R-27L at the Kendall-Tamiami Executive Airport (TMB), resulting from the planned 1000 ft. extension of the runway.

SCOPE

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

FISCAL IMPACT

This agreement is for the County's reimbursement to the FAA in the amount of $311,569.50, to be paid in advance before the FAA initiates any design, engineering, and construction-related work associated with Navaids relocation required as part of the runway extension project at TMB. Funds for such payment have been budgeted in the project's CIP account. As a companion item to this RA, the Department has also submitted for Board approval a resolution ratifying the execution of a separate grant from the FAA (Grant Number 3-12-0050-009-2009) in the amount of $3,325,528 to offset its eligible share of the costs of the construction portion of this project.

PROJECT MONITOR

The project is managed by Mr. Ernesto Beltre, P.E., Chief, Aviation Civil Engineering. The Reimbursable Agreement is managed by José A. Ramos, MDAD Chief of Planning Section and Norma Mata, Chief of Grants.

BACKGROUND

The project associated with this RA involves the 1000-foot extension of Runway 9 Right/27 Left ("9R-27L") at TMB. In addition to extending the runway itself, the project also involves extending the parallel taxiway (Taxiway Echo) by 1000 feet, as well as relocating various Navaids located at the west end of the current Runway 9R-27L. The current design and construction costs for this project are estimated at $4,431,278. Under Resolutions No. R-1000-08 and R-478-09, the Board approved FAA grants in the amounts of $483,550 and $884,186 respectively to apply to the initial design and construction costs associated with the project. Simultaneously with this Resolution, the Board is being requested to approve a third FAA grant in the sum of $3,325,528 to apply to the balance of the project costs. If the grant is approved, the $311,569.50 to be advanced under the RA will be part of the project costs that will be paid with FAA grant funds.

This Resolution relates to the relocation of the Navigational Aids (Navaids) associated with the project. In order to assure that the critically important Navaids are installed correctly with FAA oversight, the FAA requires that the County enter into a reimbursable agreement under which the County pays the FAA in advance for the various design, engineering, and construction-related services provided by the FAA. The FAA's services are provided in conjunction with the parallel design, engineering, and construction services provided by MDAD and its contractors. The Navaids for this project include an Instrument Landing System (ILS), the ILS Localizer Antenna, a Visual Approach Slope Indicator (VASI) that will be replaced with a Precision Approach Path Indicator (PAPI), and a Medium Intensity Approach Lighting System (MALS).

The FAA's standard "Non-Federal Reimbursable Agreement" requires MDAD to pre-pay the FAA the sum of $311,569.50 for the FAA's estimated costs for its participation in the Navaids portion of the project. (The "Non-Federal" term refers to the County as a non-federal party to the agreement.) MDAD will be responsible for payment of any additional costs, and likewise will be eligible for return of any pre-paid amounts that are in excess of FAA's actual costs.

It is therefore recommended that the Board adopt the attached Resolution that approves the reimbursement agreement related to the Navaids portion of the previously approved Runway 9R-27L project.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: November 3, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(C)

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
Veto _____
Override _____

Agenda Item No. 8(A)(1)(C)
11-3-09

RESOLUTION NO. _____

RESOLUTION RELATING TO KENDALL-TAMIAMI EXECUTIVE AIRPORT; APPROVING NON-FEDERAL REIMBURSABLE AGREEMENT BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE COUNTY FOR PAYMENT BY THE COUNTY'S AVIATION DEPARTMENT TO THE FAA IN THE SUM OF $311,569.50 FOR FAA SERVICES IN CONJUNCTION WITH THE NAVIGATIONAL AIDS PORTION OF THE COUNTY'S EXTENSION PROJECT FOR RUNWAY 9 RIGHT-27 LEFT; AUTHORIZING MAYOR OR HIS DESIGNEE TO EXERCISE THE TERMINATION PROVISIONS THEREOF

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the "Non-Federal Reimbursable Agreement" in substantially the form attached hereto between the Federal Aviation Administration (FAA) and Miami-Dade County through its Aviation Department, under which the Aviation Department shall pre-pay the FAA the sum of $311,569.50 for design, engineering, and construction-related services provided by the FAA on the County's Extension Project for Runway 09 Right-27 Left at Kendall-Tamiami Executive Airport; authorizes the Aviation Department to make additional payments to the FAA if such payments are required as provided in the attached Reimbursable Agreement, to the extent funds therefore are available in existing budgeted

construction funds of the Aviation Department; and authorizes the Mayor or designee 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
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 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

Agreement Number
AJW-FN-ESA-09-0823

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

MIAMI-DADE AVIATION DEPARTMENT
KENDALL-TAMIAMI EXECUTIVE AIRPORT
MIAMI, FLORIDA

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Miami-Dade Aviation Department (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. 106 (l)(6) on such terms and conditions as the Administrator may consider necessary;

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

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and the Miami-Dade Aviation Department.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 USC 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. Purpose. The purpose of this Agreement between the FAA and the Sponsor is to provide engineering support to relocate the glide slope (GS), localizer (LOC), medium intensity approach lighting system (MALSR), and the visual approach slope indicator (VASI) that serve Runway 09R at Kendall-Tamiami Executive Airport (note: the VASI will be replace with a precision approach path indicator

6

(PAPI)). The relocation of the navigational aids is required due to the Sponsor's project to extend Runway 09R 1,000 feet to the west. The runway extension is planned to expand the landing and take-off capability of Runway 09R-27L. This agreement provides funding for the FAA to provide these services. With this in mind, this project is titled

> "Relocate Navigational Aids, Runway 09R at the Kendall-Tamiami Executive Airport, Miami, Florida"

B. The FAA will perform the following activities:

1. Provide FAA CAEG Drawing Standards package to assist design firms with standards compliance. This package will include example drawings (paper and electronic copies), map files, symbol libraries and related documentation.
2. Provide guidance, technical assistance and review design drawings and specifications for the work to relocate the GS, LOC, MALSR, and the VASI (note: VASI will be replaced with a PAPI). This includes participating in a project kick-off meeting. The design reviews will be performed at the 60%, 90% and 100% stages and will have a maximum turnaround time of 30 calendar days. At minimum, the 90% design review meeting will include an on-site review meeting between the FAA and the Sponsor's design team. Other on-site meetings will be scheduled according to project complexity.
3. Coordinate lease modification requirements with the Sponsor for each relocated facility.
4. Coordinate project activities for FAA tasks.
5. Provide a resident engineer (RE) and project engineer during construction. The RE will arrive on-site a week before the start of work (for security clearances and pre-construction meeting) on FAA facilities until all construction punchlist items are cleared. The RE will have no contractual relationship with the Sponsor's contractor. The RE will submit weekly reports documenting construction progress and be responsible for promptly identifying pertinent issues (such as lack of progress, safety/quality problems, etc) to the Sponsor. We estimate the construction contract duration to last 120 consecutive calendar days.
6. Provide Electronics Technicians for the installation and tune-up of the GS and RVR electronics equipment. The technicians will be on-site from the start of the electronics installation until the facility passes flight check. We estimate the duration to last 40 consecutive calendar days.
7. Provide the GS, LOC, PAPI and MALSR electronic equipment.
8. Provide a new equipment shelter for the GS, LOC, and MALSR facilities.
9. Perform all cable terminations.
10. Conduct a Contractors Acceptance Inspection (CAI) with the Sponsor for each relocated facility.

11. Perform commissioning flight check(s).
12. Conduct a Joint Acceptance Inspection (JAI) with the Sponsor. A formal list of exceptions will be given to the Sponsor within 15 calendar days of facility commissioning/restoration. Latent defects may be added to the list of exceptions through the formal process outlined in the JAI Order.

C. The Sponsor will perform the following activities:

1. Conduct a project kick-off meeting with local and regional FAA representatives. The purpose of the meeting is to develop a project schedule for both design and implementation. It will also include a project overview to identify and take action to resolve any related issues.
2. Accomplish contracting, construction and relocation of the GS, MALSR, LOC, and the VASI in accordance with plans and specifications approved by the FAA. This includes the installation of new equipment shelters provided by the FAA. The VASI system will be replaced with a PAPI system.
3. Provide drawings and specifications that comply with the FAA CAEG Standards and current FAA design criteria. Design work will include identification of work tasks and constraints (such as work tasks during runway closures, night work, etc) for the development of construction schedules. Provide five sets of design packages for FAA review at 60%, 90% and 100% stages. Design packages that must be sent simultaneously to different FAA organizations for review.
4. Obtain all necessary construction and environmental permits, easements, and encroachment permits. This work includes meeting all airport security requirements and performing airspace evaluations.
5. Perform any required demolition work.
6. The Sponsor shall notify the FAA, in writing, at least sixty days in advance to coordinate the facility outage and the removal and storage of the NAVAIDS electronic equipment. The removal of the facilities from service and any subsequent demolition work must be coordinated with and approved by the FAA to minimize the impact to air traffic operations.
7. Arrange for installing a primary power service to each relocated facility.
8. Coordinate with Engineering Services to modify the FAA lease memorandum of agreement. Enter into no-cost leases with the FAA for the relocated facilities.
9. Formally notify the NAVAIDS Engineering Center at (404) 389-8531 or (404) 389-8530 a minimum of 14 calendar days in advance of major project milestones for coordination of activities. Major milestones shall include formal design reviews, Notice to Proceed (NTP), changes to the project schedule, and formal inspections. A project schedule must be presented to the FAA in advance of the NTP for planning and tracking purposes.

10. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns during the project.
11. Participate in CAI(s) and final JAI with FAA representatives and correct construction exceptions as noted. If exceptions are not corrected within 45 calendar days, the FAA will clear remaining CAI/JAI exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
12. Provide "as-built" drawings to the FAA in paper and electronic file transfer form. These drawings must be completed within 30 calendar days of system commissioning or else the cost of creating them may be added to this agreement.

ARTICLE 4. Points of Contact

A. FAA Points of Contact.

1. The FAA Eastern Service Area NAVAIDS Engineering Center will perform the Scope of Work included in this Agreement. Mr. Anthony Sims is the NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (404) 389-8531. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Ms. Bertha Russell who can be reached at (404) 305-5724.

B. Sponsor Point(s) of Contact

Mr. Ernesto Beltre, P.E.
Chief, Aviation Civil Engineering
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504
Telephone: (305) 876-0787

ARTICLE 5. Non interference with operations:

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of a FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or

changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the FAA will determine funding responsibility.

ARTICLE 6. Transfer Agreement

Not Used.

ARTICLE 7. Estimated Costs

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

Description of Reimbursable Item	Estimated Cost
Engineering and Design Review – WB4020	$23,400.00
Environmental & OSHA Compliance – WB4030	$6,000.00
Construction Mgt./Resident Engineer – WB4050	$75,000.00
Site Prep, Installation, Testing and Checkout – WB4060	$46,200.00
Flight Inspection – WB4060	$78,300.00
Joint Acceptance Inspection, Closeout – WB4070	$17,400.00
Subtotal (Reimbursable Items):	$246,300.00
Overhead (26.5%):	$65,269.50
Total Estimated Cost:	$311,569.50

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 36 months. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. 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) 954-7856

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.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by an appropriate written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all cost reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations, which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

Not Used.

ARTICLE 13. Legal Authority

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

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 USC 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 US Code, Section 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.13-2, Contractor Personnel Suitability Requirements (January 2009) are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any 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		**MIAMI-DADE AVIATION DEPARTMENT**	
SIGNATURE	Bertha D. Russell	SIGNATURE	
NAME	Bertha D. Russell	NAME	Jose Abreu
TITLE	Contracting Officer	TITLE	Aviation Director
DATE	8/10/09	DATE	9/17/09

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

Approved as to form and legal sufficiency

Assistant County Attorney