

Approved _____ Mayor

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

Veto _____

09-04-07

Override _____

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-949-07

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING AMENDMENT ONE TO LIMITED REIMBURSEMENT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) IN THE AMOUNT OF \$2,048,465 TO BE PAID TO THE FAA IN REIMBURSEMENT OF FAA'S CONSTRUCTION AND OTHER WORK ASSOCIATED WITH THE RELOCATION OF NAVIGATIONAL EQUIPMENT NECESSITATED BY THE EXPECTED COMPLETION OF THE SOUTH TERMINAL AREA AND THE CONCOURSE J PROJECT IN 2007; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO INCREASE THE AMOUNT OF SUCH REIMBURSEMENT TO THE EXTENT FUNDS THEREFOR ARE AVAILABLE IN THE CONCOURSE J PROJECT ACCOUNT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which we 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 attached Amendment One to the Limited Reimbursement Agreement between the County and the Federal Aviation Administration (FAA) under which Amendment the County will pay \$2,048,465 to the FAA in reimbursement of the FAA's construction costs and other costs associated with the relocation of navigational equipment necessitated by the expected completion of the South Terminal Area and the Concourse "J" project in 2007; authorizes the County Manager to increase the amount of such reimbursement to the FAA upon completion of the project and demonstration by the FAA that any such additional costs are reasonable and necessary for the relocation of the navigational equipment, upon review by the County Attorney's Office, and only to the extent such additional costs are available in the Concourse "J"



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: September 4, 2007

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

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

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Project Account; and authorizes the Mayor or designee to execute all documents and take all necessary actions to place such agreement into effect, including exercising any termination provisions thereof.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. 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: **KAY SULLIVAN**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency. *T.P.A.*

Thomas P. Abbott

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**AMENDMENT ONE TO
REIMBURSABLE AGREEMENT BETWEEN**

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

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

WHEREAS, Article V of the Agreement Number 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.

WHEREAS, the Miami-Dade Aviation Department, hereinafter referred to as the Project Sponsor, has a project to eliminate the displaced threshold on Runway 27. This agreement provides funds for FAA to perform work associated with the modification of the Runway 27 localizer and the relocation of the impacted navigational aids located to the east of the east end of Runway 27 at Miami International Airport.

NOW THEREFORE, the FAA and the Project Sponsor mutually concur that the agreement be amended by adding the following responsibilities and costs to the Articles II, III, and IV 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:

ARTICLE II – Scope of Agreement and Description of Project

A. The FAA shall perform the following services, at the Project Sponsor's expense:

1. Develop the construction design package for the relocation of the Runway 27 Glide Slope (GS), the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR), and the Runway Visual Range (RVR), utilizing the Project Sponsor's design to relocate the Runway 27 threshold. Develop a construction design package to replace the existing Runway 27 Visual Approach Slope Indicator (VASI) with a Precision Approach Path Indicator (PAPI). Develop a design package for modifying the Runway 27 localizer (LOC). This shall include design for construction contract, underground cables, power service and lease modifications.
2. Develop electronics design package for the relocation of the GS, MALSR, RVR and PAPI equipment.
3. 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

Memorandum



Date: September 4, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving Amendment One to Limited Reimbursable Agreement between the Federal Aviation Administration and the County to support the relocation of NAVAIDS for Runway 27 at Miami International Airport Under FAA Agreement No. SO-0613-07(1)P

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

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor or designee to execute Amendment One to the Limited Reimbursable Agreement ("RA") Number SO-0613-07(1)P between Miami-Dade County (the "County") and the Federal Aviation Administration ("FAA"), for FAA services in connection with the relocation of Runway Navigational Aid Systems "NAVAIDS" for Runway 27 at Miami International Airport ("MIA").

Scope

Miami International Airport is located within Commission District Six. However, the impact of this item is countywide in nature as Miami International Airport is a regional asset.

Fiscal Impact/Funding Source

Under the original Agreement, the County agreed to pay the FAA up to \$25,200 for preliminary design and planning costs. The final costs for the relocation of the navigational equipment have recently been estimated by FAA to be \$2,048,465. The County is also responsible for any costs in excess of the \$2,048,465, but, if the final costs are less than the \$2,048,465, the FAA will provide a refund to the County. The funding source for this project is the Capital Improvement Program budget for Concourse J.

Track Record/Monitor

José A. Ramos, R.A., Chief of Aviation Planning Section

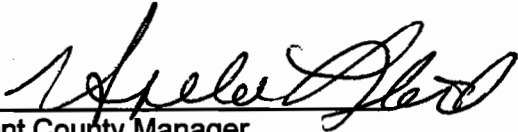
Background

The FAA currently maintains certain navigational systems located immediately to the east of Runway 27. As a result of the new South Terminal Development and Concourse J Projects, the runway threshold at the east end of Runway 27 needs to be moved to a point 356 feet from the end of the runway pavement. The relocation of the runway threshold requires the relocation of the FAA's existing Runway 27 glide slope antenna and support structure for the runway's instrument landing system.

The original agreement approved by this Board on June 6, 2006 (R-635-06), set in motion certain actions required before the FAA would commit resources to the project involving the ultimate relocation of the NAVAIDS equipment. Under the agreement, the FAA agreed to provide preliminary design

services, engineering, site surveys, cost estimates, and planning services associated with the relocation of the equipment, and the County agreed to pay for the cost of design and the cost of relocating the navigational equipment. Under the original Agreement, the County agreed to pay the FAA up to \$25,200 for preliminary design and planning costs.

The FAA has now completed its preliminary design work for the relocation of the navigational equipment and has provided the County with an estimate of \$2,048,465 to complete the relocation. The FAA will perform the work but requires the \$2,048,465 to be paid to the FAA in advance. In addition, the FAA requires the County to pay any final costs in excess of the \$2,048,465, but, if the final costs are less than the \$2,048,465, the FAA will refund to the County the difference between such final costs and the \$2,048,465. Accordingly, Amendment One to the Agreement outlines the nature of the FAA's work, the parties' obligations in regard to the relocation project, and the County's funding requirements. Funds sufficient to discharge the County's obligations have already been budgeted as part of the cost of the Concourse "J" Project.



Assistant County Manager

implementation. It will also include a project overview to identify and take action to resolve any related issues.

4. Prepare a no-cost lease requests with the Project Sponsor for the relocated facilities.
5. Perform Environmental Assessment and Environmental Due Diligence Audit.
6. 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 and will remain onsite until all construction punch-list items are cleared. The RE will prepare weekly reports documenting construction progress and be responsible for promptly identifying pertinent issues to the Project Sponsor.
7. Provide a technician for installation and tune-up of electronics equipment. The technician will be on-site from the start of the electronics installation until each facility passes flight check.
8. Purchase electronics installation materials to facilitate the relocation of the GS, MALSR, RVR, and the VASI to PAPI replacement. Purchase electronics installation materials to facilitate the equipment modifications for the LOC. The installation of these materials and tune-up of electronics equipment will be performed by FAA personnel.
9. All facility shut-downs will be coordinated with local FAA personnel and the Project Sponsor to minimize the impact to air traffic operations.
10. Obtain all necessary construction and environmental permits, easements, and encroachment permits. This work includes meeting all airport security requirements and performing airspace evaluations.
11. Arrange for installing a primary power service to each facility.
12. Accomplish contracting, construction and relocation of the GS, MALSR, and RVR facilities and for the VASI to PAPI replacement.
13. Perform all cable terminations.
14. Conduct a Contractors Acceptance Inspection (CAI) with the Project Sponsor for the GS, MALSR, RVR and PAPI relocations.
15. Perform commissioning flight check(s).
16. Conduct a Joint Acceptance Inspection (JAI) with local FAA personnel and clear all exceptions.

B. The Project Sponsor shall:

1. Provide all available site specific reference drawings. These drawings will include topographic maps, in-pavement cans (if required), duct system details, and runway centerline profiles.
2. Formally notify the Project Engineer at (404) 305-6470 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.
3. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor.
4. Enter into a no-cost lease with the FAA for the relocated facilities.
5. Participate in CAI(s) and final JAI with FAA representatives.

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

WBS #	WBS Description	Estimated Cost
IMPLEMENTATION - Glide Slope, Runway 27		
WB4010	Program Management	\$3,600
WB4020	Engineering	25,200
WB4030	Environmental & OSHA Compliance	2,400
WB4040	Site Selection & Acquisition	600
WB4050	Construction	243,000
WB4060	Site Preparation, Installation, Test, & Checkout	69,600
WB4070	JAI/Commissioning/Closeout	20,400
Glide Slope Total		\$364,800

WBS #	WBS Description	Estimated Cost
IMPLEMENTATION - MALSR, Runway 27		
WB4010	Program Management	\$4,200
WB4020	Engineering	24,600
WB4030	Environmental & OSHA Compliance	58,000
WB4040	Site Selection & Acquisition	600
WB4050	Construction	834,050
WB4060	Site Preparation, Installation, Test, & Checkout	30,000
WB4070	JAI/Commissioning/Closeout	22,200
MALSR Total		\$973,650

WBS #	WBS Description	Estimated Cost
	IMPLEMENTATION - PAPI, Runway 27	
WB4010	Program Management	\$0
WB4020	Engineering	11,400
WB4030	Environmental & OSHA Compliance	600
WB4040	Site Selection & Acquisition	600
WB4050	Construction	134,850
WB4060	Site Preparation, Installation, Test, & Checkout	10,800
WB4070	JAI/Commissioning/Closeout	6,840
	PAPI Total	\$165,090

WBS #	WBS Description	Estimated Cost
	IMPLEMENTATION - TD RVR, Runway 27	
WB4010	Program Management	\$0
WB4020	Engineering	12,000
WB4030	Environmental & OSHA Compliance	800
WB4040	Site Selection & Acquisition	600
WB4050	Construction	72,000
WB4060	Site Preparation, Installation, Test, & Checkout	7,200
WB4070	JAI/Commissioning/Closeout	5,400
	RVR Total	\$97,800

WBS #	WBS Description	Estimated Cost
	IMPLEMENTATION - Localizer, Runway 09	
WB4010	Program Management	\$0
WB4020	Engineering	600
WB4030	Environmental & OSHA Compliance	0
WB4040	Site Selection & Acquisition	0
WB4050	Construction	3,000
WB4060	Site Preparation, Installation, Test, & Checkout	13,200
WB4070	JAI/Commissioning/Closeout	1,200
	LOCALIZER Total	\$18,000

Relocated NAVAIDS, Runway 9/27	Estimated Cost
Glide Slope	\$384,800
MALSR	973,650
PAPI	165,090
RVR	97,800
Localizer	18,000
Subtotal	1,619,340
26.5% Administrative Overhead	428,125
AMENDMENT ONE TOTAL	\$2,048,465

- D. No services or supplies, other than listed above, will be furnished under this agreement.
- E. Materials or equipment will be furnished through the FAA Logistics Center at the Project Sponsor's cost.
- F. The FAA will procure electronics installation materials, at the Project Sponsor's expense.
- G. The FAA procured materials will be stored by the local FAA System Support Center.
- H. The FAA will charge the Project Sponsor administrative overhead at the current rate of 26.5%.

ARTICLE III - Period of Agreement and Effective Date

The amendment is estimated to last 30 months. It will be effective on the date of the last signature below.

ARTICLE IV - Reimbursement, Performance, and Accounting Arrangement

- A. The Project Sponsor must pay the FAA in advance when the agency is required to obligate funds to comply with this agreement. The advance payment is the agency's estimated total cost to be reimbursed under this agreement. The Project Sponsor will send a copy of the executed agreement to the office indicated in Section C of this Article with an advance payment in the amount of \$2,048,465. Advance payment in the amount of \$2,048,465 must be received before the FAA incurs any obligation to implement this agreement. The advance payment will be held as a non-interest bearing deposit. 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 Project Sponsor.

In addition, the FAA acknowledges the Project Sponsor's advance payment of \$25,200 submitted with the limited reimbursable agreement effective on June 6, 2006.

- B. In determining the costs to the FAA, there shall be included general administrative overhead cost based on the current rate of 26.5% of the project costs. This overhead represents the cost to the FAA of those indirect expenses that are a part of the cost of overhead agency operations. The overhead rate shall be adjusted automatically to the current rate, as determined by the FAA, without the necessity for formal amendment.
- C. The FAA hereby assigns the responsibility for the accomplishment of this agreement to the Eastern Service Area. The Project Sponsor will send a copy of the executed agreement and the full advance payment to the Accounting Division identified by the FAA as the billing office for this agreement. All payments should reference the agreement number, sponsor name, and project location so that it may be allocated to the correct account. Their mailing address is:

FAA - Mike Monroney Aeronautical Center
ATTN: AMZ-330
P.O. Box 25082
Oklahoma City, OK 73125
Telephone: (405) 954-9429

- D. The Project 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

- E. Estimates as contained in Article II are expected to be a maximum, but may be adjusted to recover the FAA's actual costs. If during the course of this agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Project Sponsor immediately and provide a written explanation for the increased costs. The FAA will also provide the Project Sponsor with a modification to the agreement, which includes additional FAA costs plus overhead. The Project Sponsor agrees to prepay the entire estimated cost of the modification, plus the required overhead. The Project Sponsor will send a copy of the executed amended agreement and additional advance payment to the FAA Accounting Division listed above.

ARTICLE XV - Entire Agreement

This document is the entire agreement of the parties, who accept the terms of the agreement as shown by their signatures below. In the event the parties duly execute any amendment to the agreement, the terms of such amendment shall supersede the terms of this agreement to the extent of any inconsistency.

The FAA and the Project Sponsor agree to the provisions of this amendment as indicated by the signatures of their duly authorized representatives.

If not signed and returned by the Project Sponsor by September 30, 2007, this agreement shall expire.

FEDERAL AVIATION ADMINISTRATION

SIGNED BY WHD

BILL NEWMAN
Printed Name

TITLE Contracting Officer

DATE 5/15/07

MIAMI-DADE AVIATION DEPARTMENT

SIGNED BY _____

Printed Name

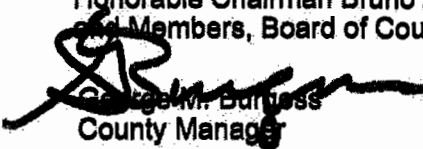
TITLE _____

Tax Payer ID No.: _____

DATE _____

Memorandum

MIAMI-DADE
COUNTY

Date: September 4, 2007
To: Honorable Chairman Bruno A. Barrelro
and Members, Board of County Commissioners
From: 
George W. Burgess
County Manager
Subject: Supplement to Resolution Approving Amendment One to Limited Reimbursable Agreement between the Federal Aviation Administration (FAA) and the County to support the relocation of NAVAIDS for Runway 27 at Miami International Airport (MIA) under FAA Agreement No. SO-0613-07(1)P

Supplement to
Agenda Item No:
8(A)1 (E)

Resolution R-99-07

The following supplemental information to Item 3H (072106) on the July 19, 2007, Airport & Tourism Committee agenda is provided in response to Commissioner Rebeca Sosa's request for clarification on the fiscal impact and funding source for the project and any reimbursement from the Federal Aviation Administration.

The relocation of NAVAIDS for Runway 27 at MIA is part of a capacity and safety related Capital Improvement Program (CIP) funded project with a total project cost of 3,286,591. MDAD is responsible for managing the work on the \$1.2 million lighting project and the FAA on the \$2 million NAVAIDS relocation.

The project responsibility is apportioned as follows:

<u>MDAD Component</u> - In-pavement Lighting - Civil & Electrical	\$1,238,126
<u>FAA Component</u> - NAVAIDS & electronics relocation	\$2,048,465
TOTAL COST (MDAD & FAA Components)	\$3,286,591

An FAA Grant is funding 75% of the total \$3.2 project cost (\$2,460,000). MDAD is funding the remaining balance of \$826,591 through the CIP as follows:

<u>FAA Grant</u> (75% of total \$3.2 million project cost)	\$2,460,000
<u>CIP Funded Balance</u> (25% of total \$3.2 million)	\$ 826,591
TOTAL FUNDING	\$3,286,591

The scope of work associated with the FAA NAVAIDS relocation component includes the development of a construction design package for the relocation of the RWY 27 Glide Slope (GS), the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR), and the Runway Visual Range (RVR). It also includes the development of a construction design package to replace the existing RWY 27 Visual Slope Indicator (VASI) with a Precision Approach Path Indicator (PAPI), and the preparation of a design package for modifying the RWY 27 localizer (LOC). In addition, the FAA will develop the electronics and NAVAIDS specifications, will procure, store and install and test all NAVAIDS including all underground cables, power service and lease modifications. The FAA's scope of work includes a 26% overhead under the proposed reimbursable agreement.

The FAA has informed the Department that an FAA AIP discretionary grant for 75% of the total project cost or \$2.46M will be provided to the Department in early Fall.


Assistant County Manager