

AN ORDINANCE **101875**

AUTHORIZING THE EXECUTION OF AN AMENDMENT OF THE MEMORANDUM OF AGREEMENT (“MOA”) BETWEEN THE FEDERAL AVIATION ADMINISTRATION (“FAA”) AND THE CITY OF SAN ANTONIO, ESTABLISHING THEIR RESPECTIVE ROLES AND RESPONSIBILITIES IN CONNECTION WITH PHASE 2 OF THE RUNWAY SAFETY AREA AND IMPROVEMENTS PROJECT AT THE SAN ANTONIO INTERNATIONAL AIRPORT; REVISING THE BUDGET TO PROVIDE \$77,500.00 FOR REIMBURSEMENT OF EXPENSES AND PROVIDING FOR PAYMENT TO THE FAA.

WHEREAS, the City has, in its Five (5) Year Capital Program, a Runway Safety Area Improvements Project, (“the Project”) which includes the relocation of navigational aids owned, operated and maintained by the FAA; and

WHEREAS, on May 19, 2005, by Ordinance No. 100888, Council authorized execution of MOA SW-509 with the FAA, which outlined the planning and design effort responsibilities in relocating these navigational aids (Phase 1); and

WHEREAS, the scope of the work and definitions of responsibilities for Phase 2 of the Runway Safety Area Improvements Project have been established and, it is necessary to authorize the execution of an amendment of MOA SW-509, establishing the responsibilities of the FAA and City with respect to Phase 2 of the Project; and

WHEREAS, FAA’s participation in the Phase 2 of the Project will require prepayment of its reimbursable costs prior to the start of work in the estimated amount of \$77,500.00; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

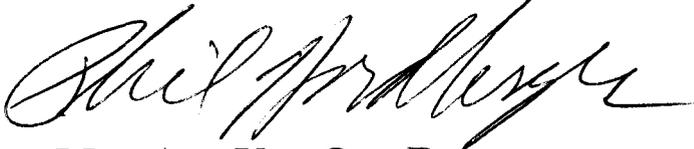
SECTION 1. The City Manager or her designee, are authorized to execute the Amendment to Memorandum of Agreement SW-509 between the Federal Aviation Administration and the City of San Antonio, Texas, in substantially the same form and content of the document which is attached hereto as Attachment 1.

SECTION 2. The budget in Fund 51099000 entitled “Airport Capital Projects”, Project Definition 33-00142 entitled “Safety Area Improvements – Runway 30L Localizer” at San Antonio International Airport”, shall be revised by appropriating \$77,500.00 [the amount remaining from the \$90,000 budget reduction effected in companion Ordinance A presented concurrent with this Ordinance] in WBS 33-00142-01-03 entitled “Phase 2” General Ledger 5201140 and such amount is authorized to be encumbered and made payable to the Federal Aviation Administration for reimbursement of expenses.

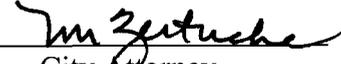
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio for the City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 15th day of, December, 2005.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: 19B.

Date: 12/15/05

Time: 03:02:50 PM

Vote Type: Multiple selection

Description: An Ordinance authorizing the execution of an amendment of the Memorandum of Agreement between the Federal Aviation Administration and the City of San Antonio, establishing their respective roles and responsibilities in connection with Phase 2 of the Runway Safety Area and Improvements Project at the San Antonio International Airport; revising the budget to provide \$77,500.00 for reimbursement of expenses and providing for payment to the FAA.

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2	Not present			
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

WHD/ldh
12/15/05
Item No. 19B

ATTACHMENT 1

**MEMORANDUM OF AGREEMENT BETWEEN
FEDERAL AVIATION ADMINISTRATION
AND
CITY OF SAN ANTONIO, TEXAS**

RECEIVED
AVIATION DEPT.
PLAN. & ENG.
2005 OCT 25 PM 2 21

ARTICLE 8, CHANGES/MODIFICATIONS, of Memorandum of Agreement SW-509 (Agreement) requires that changes to the Agreement shall be made by an appropriate written amendment and that any amendment to the Agreement shall be executed in writing and signed by the authorized representatives of each party.

The Federal Aviation Administration (FAA) and the City of San Antonio, Texas, (the City) mutually concur that the Agreement be amended by revising and/or amending Article 2, Article 4, Article 7, Article 8, and Article 17 of the Agreement as more specifically set forth below. Other than the additions to the Agreement more specifically set forth below it is the intent of the parties that the language in the original Agreement remain unchanged.

Article 2, SCOPE, is amended to include the following additional purposes, goals and objectives, points of contact, and contributions of the parties.

A1. Purpose:

The FAA will provide a new shelter for the relocated runway 30L localizer system, which the City will install. Amendment Number 1 (Amendment) sets forth the agreed additional costs for Phase 2 of the relocation project identified in Article 2.A. in the original Agreement.

B1. Specific Goals and Objectives to be accomplished:

Specific goals and objectives of this Amendment is the second phase of the relocation project identified in Article 2.A. in the original Agreement. Specifically, this Amendment includes the cost estimate for the FAA to relocate the runway 30L localizer system, which includes a resident engineer, engineering and planning, coordination, electronic installation, and system integration and flight inspection to return the localizer system to service.

D1. Roles and Responsibilities:

1. The FAA has the following responsibilities:

- a. Provide Technical on Site Representative Engineering (TORE) oversight services for the construction portion of this Amendment. The TORE's primary responsibility is to protect the interest of the FAA during the installation of facilities and equipment the responsibility of which will become the FAA's. Specifically, the TORE will:

ATTACHMENT 1

**Memorandum of Agreement SW-509
Amendment Number 1**

- i. Be the FAA's primary point of contact for the Airport during the construction phase of the project and ensure all necessary information is coordinated with the appropriate FAA parties;
- ii. Ensure all efforts are made to minimize the impact to FAA operations and existing facilities;
- iii. Notify the appropriate Airport and FAA personnel and document significant discrepancies between the approved design plans and specifications and the actual work performed;
- iv. Ensure compliance with all FAA requirements, agreements, orders, and standards; and
- v. Witness key events in the project, such as, but not limited to, the splicing, connecting, and testing of all FAA field cables, caldwelding of grounding, bonding, and lightning connections.

2. The City has the following responsibilities;

- a. Provide to the FAA, five (5) sets each of construction designs and specifications for FAA coordination and review. The City will provide a maximum of 15 working days for the FAA to review and consolidate their comments back to The City. The City will provide to the FAA, written mitigation to each of the FAA's comments, suggestions, and/or requirements within 15 working days of FAA's submission of comments;
- b. Provide the FAA any known changes in the Projects plans or specifications; and
- c. Provide the FAA 5 sets of "As-Built" construction drawings at the time of any and all contractor acceptance inspection(s) and joint acceptance inspection(s) in hard copy format and 1 set in electronic file, if the electronic standards are provided by FAA, using Micro-station format. The "As-Built" drawings will be delivered no later than 60-days from project completion. The requirement for as built drawings and submittal of real and personal property data to the FAA shall be in accordance with the milestones established in the Project Plans and Specifications.

E1. Points of Contacts:

The FAA hereby identifies the following new points of contact:

ANI Reimbursable Agreement Coordination:

George "Mac" McGee
Airport Implementation Engineer,
Phone: 817-222-4576
Fax: 817-222-5970
Email: george.mcgee@faa.gov

**Memorandum of Agreement SW-509
Amendment Number 1**

ANI Technical Coordination:

Tom Pickavance
Systems Engineer, ANI-680
Phone: 817-222-4541
Fax: 817-222-4861
Email: tom.pickavance@faa.gov

F1. Contributions of the Parties.

3. The estimated cost for this Amendment which covers Phase 2 of the relocation project identified in Article 2.A. in the original Agreement is \$65,000.

ARTICLE 4, ESTIMATED COST, is amended to include the following cost:

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

Description of Reimbursable Item	# People	Estimated Hours	Estimated Rate/Hr.	Estimated Cost
WB4020 Technical Onsite Resident Engineer	1	240	\$ 100.00	\$ 24,000.00
WB4060 Installation Systems Check out/Acceptance	2	120	\$ 100.00	\$ 24,000.00
WB4010 Airport Intergration	1	8	\$ 100.00	\$ 800.00
WB4060 General supply materials and Transportation services (Tools, supplies, connectors, cables and Telco interface).				\$ 4,100.00
WB4020 AVN Flight Inspection				\$ 12,000.00
WB4020/4060 Travel				\$ 12,600.00
<i>Subtotal</i>				\$ 77,500.00
Primary SW-509 Total cost				\$ 12,600.00
Total New Estimated Costs				\$ 90,100.00

ARTICLE 7, REIMBURSEMENT AND ACCOUNTING ARRANGEMENTS, is amended to include the following additional reimbursement and accounting information:

A1. The City is responsible for the actual expenses incurred on the Project that is estimated at \$77500.00 The FAA will contribute no funds to the cost of performance under this Amendment. Obligation will be chargeable to appropriation code: 1205SW8113/WB40XX/SW8GF0000/XXXXXX/12882R0009/20509X where XXXXX is the FAA object class code.

B1. The City must pay the FAA in advance when the agency is required to obligate funds to comply with this agreement. The FAA will provide an advance payment computation to the City showing the agency's estimated total cost to be reimbursed. The FAA will send the executed agreement to the City with the advance payment computation attached and a request for payment in the amount of \$38,749.00 for the

**Memorandum of Agreement SW-509
Amendment Number 1**

initial payment at the signing of the Amendment. Payments in the amount of **\$12,917.00**. each must begin 30 days from notification and each 30 days until the total of \$77500.00 has been paid. The first payment must be received before the FAA incurs any obligation to implement this Amendment. The advance payments will be held as a non-interest bearing deposit.

- C1.** At the beginning of every month following execution of this agreement, the FAA will send a monthly bill to the City in the amount of **\$12917.00**. Payment must be received within thirty (30) days of the date on the bill. If payment is not received within the thirty (30) days, FAA may stop work on the project. The City will pay any fees, costs, or other expenses associated with the work stoppage. If payment is not received within ninety (90) days after the date on the bill, the FAA may terminate the contract and termination costs will be paid by the City.

- D1.** 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 City.

- E1.** The amounts set forth in this Amendment are estimates. If, during the course of the Amendment, actual costs are expected to exceed the estimated amount, the FAA will notify the City in writing to gain written approval before exceeding the estimated cost of this Amendment.

- F1.** The FAA hereby identifies the FAA Accounting Branch, AMZ-310, Oklahoma City, OK, as the new billing office for this Amendment and Agreement SW-509.

Billing Office

DOT/FAA
Account Receivable
AMZ-310
P.O. Box 25082
Oklahoma City, OK 73125
405-954-4719.

ARTICLE 8, CHANGES/MODIFICATIONS, is amended to read as follows:

Any changes and/or modifications to this Agreement shall be formalized by an appropriate written amendment that shall outline in detail the exact nature of the change. Any amendment to this Agreement shall be executed in writing and signed by the authorized representative of each party. It is the responsibility of each party to ensure that the parties signing this Agreement or any subsequent amendment to this Agreement have the authority to represent their respective organizations. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

**Memorandum of Agreement SW-509
Amendment Number 1**

ARTICLE 17, OFFICIALS NOT TO BENEFIT, is amended to read as follows:

FAA Acquisition Management System Clause 3.2.5-1, "Officials Not to Benefit," and Clause 3.2.5-7, "Disclosure Regarding Payments to Influence Certain Federal Transactions," are incorporated by reference into this Agreement with the same force and effect as if they were given in full text.

AGREED:

The FAA and the City agree to the provisions of this amendment, Amendment Number 1, as indicated by the signatures of their duly authorized officers.

The City Of San Antonio

Federal Aviation Administration

BY: _____

BY: _____

TITLE: _____

TITLE: Contracting Officer

DATE: _____

DATE: _____