

**CITY OF SAN ANTONIO
AVIATION DEPARTMENT
INTERDEPARTMENTAL MEMORANDUM**

TO: Mayor and City Council

FROM: Mark H. Webb, Interim Aviation Director

SUBJECT: Field Alteration No. 1 with Yantis Company for the Remain Overnight Apron and Amendment Number 1 to the FAA Memorandum of Agreement SW-509 for the Runway Safety Area Improvements at San Antonio International Airport

DATE: December 15, 2005

SUMMARY & RECOMMENDATION

Ordinance 101265, dated August 25, 2005 passed and approved a construction contract with Yantis Company for the Remain Overnight Apron. Included in the construction contract is a \$500,000.00 allowance to relocate navigational aids as part of the Runway Safety Area Improvements at San Antonio International Airport (SAT). A final proposal received from Yantis Company in the amount of \$410,000.00 has been reviewed and accepted by the City. A copy of their fixed cost proposal is attached. Ordinance A authorizes the execution of deductive Field Alteration No.1 in the amount of \$90,000.00 (deduct), authorizes budget adjustment in order to fund Ordinance B and reduces in the project budget in the amount of \$12,500.00.

- A. An ordinance authorizing the execution of Field Alteration No. 1 with Yantis Company to reduce the contract amount by \$90,000.00. Work associated with the relocation of the Runway 30L localizer was listed as an estimated \$500,000.00 allowance in the contract. The final amount for this work is \$410,000.00 resulting in a deductive amount of \$90,000.00. Of this amount, \$77,500.00 will be used to fund Amendment Number 1 to the Memorandum of Agreement (MOA) with the Federal Aviation Administration (FAA) and the remaining \$12,500.00 will be transferred back to the original project funding sources and the project budget reduced by said amount.
- B. An ordinance authorizing the execution of Amendment Number 1 to the MOA authorized May 19, 2005 between the Federal Aviation Administration (FAA) and the City of San Antonio (City) for the improvements to the Runway Safety Area (RSA) at SAT.

The purpose of the original MOA was to identify the responsibilities between the FAA and the City for the RSA improvements. This was the first step in the planning and development of construction drawings (Phase 1) in conjunction with the relocation of the Runway 30L localizer and inner marker. The results of the work effort in Phase 1 have been used to identify roles and responsibilities between the City and the FAA for the implementation of the Phase 2 work, together with the estimated fees of \$77,500.00.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The City has in its Five Year Capital Program, a runway safety area improvement project which includes the relocation of navigational aids owned, operated and maintained by the Federal Aviation Administration (FAA). In a continuation of the cooperative effort between the FAA and the City, and to continue the policy of maintaining airfield safety standards, the City has agreed to participate in the relocation of this facility.

These navigational aids were installed by the FAA as part of the "12R Safety Area Improvements" project completed in 1993. However, recent national events, which have resulted in aircraft incidents with fixed objects in runway safety areas, have lead the FAA to re-evaluate objects not fixed by function within all airport runway safety areas. A recent FAA certification inspection at SAT identified these two navigational aids for relocation since these facilities are not fixed by function and could perform properly if relocated to an area outside of the safety area.

The original MOA, executed May 19, 2005, outlined the planning and design effort responsibilities between the FAA and the City for the relocation of these navigational aids. The planning and design effort has been completed by City staff with review, comments and input by FAA staff under the terms and conditions of the original MOA. The scope of work and definition of responsibilities for Phase 2 has been established and included in the MOA amendment 1 as attached.

POLICY ANALYSIS

This action continues the policy of improving facilities at San Antonio International Airport and utilizing federal funding when available.

FISCAL IMPACT

Ordinance A reduces the contract amount with Yantis Company in the amount of \$90,000.00, authorizes the transfer of \$77,500.00 for disbursement through Ordinance B and reduces the project budget in the amount of \$12,500.00, transferring back to the original funding source (75% to Grant No. 48 and 25% to the Passenger Facility Charge - PAYGO).


Ordinance B authorizes the payment of \$77,500.00 to the FAA and is funded by FAA Grant No.3-48-0192-48-04 (75%) and Passenger Facility Charge (PFC) (PAYGO) (25%). Unused portions of this payment will be returned to the City.

COORDINATION

This item has been coordinated with the Public Works, Finance and Management and Budget Departments and City Attorney's Office.

SUPPLEMENTARY COMMENTS

An ethics disclosure form is not required for this action.

A handwritten signature in cursive script, appearing to read "Mark H. Webb", written over a horizontal line.

Mark H. Webb
Interim Aviation Director

A handwritten signature in cursive script, appearing to read "Roland A. Lozano", written over a horizontal line.

Roland A. Lozano
Assistant to the City Manager

A handwritten signature in cursive script, appearing to read "Sheryl Sculley", written over a horizontal line.

Sheryl Sculley
City Manager

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

RECEIVED
AVIATION DEPT.
PLAN. & ENG.

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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:

**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

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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

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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.

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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: _____

Yantis Company

P.O. Box 17045 • San Antonio • Texas 78217
Phone 210.655.3780 • FAX 210.655.8526

les:

please see
and call.

le.L.C

10-26-05

Kao-Lin Chin
Aviation Dept.
SALA

Re: Pricing for the relocation of the localizer antenna to Runway 30L

Kao Lin,

The following is a cost breakdown for the above referenced project.

- I.
 - a. Dismantle and store antenna.
 - b. Demolish and remove existing localizer foundation.
 - c. construct new localizer foundation
 - d. Re-assemble localizer antenna \$85,000.00
 - II.
 - a. Construct concrete duct-bank from new localizer shelter to re-located localizer antenna, Farfield monitors, and existing Inner marker. Utilizing aircraft rated manholes. \$195,000.00
 - III.
 - a. Furnish and install all required cables to the localizer antenna, farfield monitors, and Inner marker. This includes heliax, 19 gauge, power, and all grounding as required. \$80,000.00
 - IV.
 - a. Construct foundation, place and secure new localizer shelter.
 - b. Supply power to new localizer shelter. \$36,000.00
 - V.
 - a. Construct foundations and install farfield monitors.
 - b. Construct ground check monuments for localizer antenna.
 - c. Remove existing localizer shelter and foundation. \$14000.00
- Grand total for the above itemized work \$410,00.00

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REC
AVIATION DEPT
PLAN. & ENG

John P. Barrow

John P. Barrow
Vice President Special Projects.

JPB:rl

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