

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Aviation

AGENDA DATE: April 8, 2014

CONTACT PERSON NAME & PHONE NUMBER: Monica Lombraña, AAE, Director of Aviation, 780-4793

DISTRICT(S) AFFECTED: All

SUBJECT: Resolution to authorize the City Manager to sign a Non-Federal Preliminary Design Reimbursable Agreement (AJW-FN-CSA-14-2132) between the City of El Paso and the Federal Aviation Administration ("FAA") whereby the FAA will provide services necessary for the modification, or, relocation of FAA conduit, or, cables as part of the Reconstruction of Runway 08L-26R Project at the El Paso International Airport.

BACKGROUND / DISCUSSION: EPIA is to reconstruct Runway 08L-26R. EPIA's project may impact FAA assets and require the relocation of said cabling infrastructure. An on-site FAA Technician and Resident Engineer will be required during the construction activities. This agreement will place funds in place, \$45,700, to prepay the estimated cost of the activities. The FAA will provide detailed expenditure reports and any funds not used will be reimbursed back to the City and FAA.

PRIOR COUNCIL ACTION:

Award of professional services contract to Kimley-Horn on October 8th, 2013 for project "Reconstruction of Runway 8L - 26R, Taxiway 'U', 'V' and a new parallel Taxiway."

AMOUNT AND SOURCE OF FUNDING:

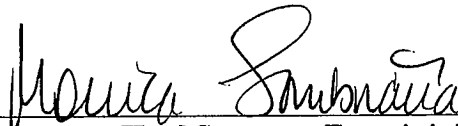
\$45,700 - FAA Airport Improvement Program (AIP) 90%, EPIA Revenue Funds (10%).

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Non-Federal Preliminary Design Reimbursable Agreement (AJW-FN-CSA-14-2132) between the City of El Paso and the Federal Aviation Administration ("FAA") whereby the FAA will provide services necessary for the modification or relocation of FAA conduit or cables as part of the Reconstruction of Runway 08L-26R Project at the El Paso International Airport.

ADOPTED this the _____ day of _____, 2014.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Theresa Cullen

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña

Monica Lombraña, A.A.E.
Director of Aviation



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

Southwest Region
Logistics Service Area

Fort Worth, Texas 76193

February 25, 2014

**City of El Paso
Attn: Monica Lombrana/Director of Aviation
6701 Convair Road
El Paso, Texas 79925**

Dear Monica Lombrana:

This letter is in reference to Memorandum of Agreement #AJW-FN-CSA-14-2132 between the Federal Aviation Administration and the City of El Paso. Enclosed are four (4) originals for your review and signature, if acceptable, sign and return four (4) originals to the following address:

**Federal Aviation Administration
Attn: Bradley K. Logan (AAQ-520)
2601 Meacham Blvd.
Fort Worth, Texas 76137**

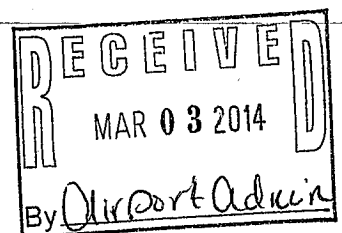
For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-520, at 817-222-4395.

Sincerely,

**Bradley K. Logan
Contracting Officer**

**Enclosure
Memorandum of Agreement #AJW-FN-CSA-14-2132**

Cc: Planning and Requirements Group, AJV-C3





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

Southwest Region
Logistics Service Area

Fort Worth, Texas 76193

February 25, 2014

City of El Paso
Attn: Monica Lombrana/Director of Aviation
6701 Convair Road
El Paso, Texas 79925

Dear Monica Lombrana:

This document is the payment computation and the request for payment referenced in Article 9 of MOA #AJW-FN-CSA-14-2132 of the reimbursable agreement between the Federal Aviation Administration and The City of El Paso, (Herein referred to as the Agreement) to which this document is attached.

As set forth in Article 7 of MOA #AJW-FN-CSA-14-2132 in the Agreement, the agency's total estimated cost to be reimbursed is \$45,700.00. The advance payment, or start-up amount will be \$45,700.00.

Upon receipt of this notice, please send payment in the amount of \$45,700.00 to the FAA as described in Article 9 of the Agreement no later than 5 days after the date of this request. After payment is received, the FAA may begin to incur obligations to implement the Agreement. Please provide Mr. Bradley K. Logan a copy of that check.

When you send your payment, please include a copy of this document and send payment to:

Billing Office

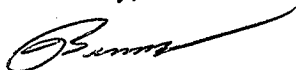
FAA - Mike Monroney Aeronautical Center
Attn: AMK-323 Reimbursable Project Team
P.O. Box 25082
Oklahoma City, Oklahoma 73125
Telephone: 405-954-4719

Fedex Address

DOT/FAA/Mike Monroney Aeronautical Center
Attn: AMK-323 Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, Oklahoma 73169
Telephone: 405-954-6724

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-520, 817-222-4395.

Sincerely,



Bradley K. Logan
Contracting Officer

Enclosure

Memorandum of Agreement #AJW-FN-CSA-14-2132

cc: Planning and Requirements Group, AJV-C3

NON-FEDERAL PRELIMINARY DESIGN REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF EL PASO
EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the City of El Paso (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 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 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 City of El Paso.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 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

This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform preliminary engineering for future implementation of the Sponsor's project identified below. Preliminary engineering includes technical consultation, site

visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), and review of Sponsor provided design package. No government furnished equipment, engineering design, or implementation services will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover the implementation of the costs included in the estimate developed under this Agreement. Therefore, this Agreement is titled:

Preliminary Design Reimbursable Agreement for Runway 08L/26R Reconstruction at El Paso International Airport (ELP), Texas.

This agreement is in whole or in part funded with funding from an AIP grant ☒ Yes
☐ No. If Yes, the grant date is: 09/16/2012 and the grant number is: AIP 3-48-0077-032-2012.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Air Traffic Organization, Central Service Area, Infrastructure Engineering Center A, Fort Worth, Texas) will perform the scope of work included in this Agreement. Johnnie White is the Manager, Infrastructure Engineering and liaison with the Sponsor and can be reached at (817) 222-4571. 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, Bradley K. Logan who can be reached at (817) 222-4395 or via electronic mail at brad.logan@faa.gov.

B. Sponsor:

City of El Paso
ATTN: Monica Lombrana
Director of Aviation
6701 Convair Road
El Paso, Texas 79925
Telephone: (915) 780-4793
Facsimile: (915) 779-5452
Email: lombranamx@elpasotexas.gov

ARTICLE 5. Reserved

ARTICLE 6. Reserved

ARTICLE 7. Estimated Costs

The fully-loaded estimated FAA cost associated with this Agreement is \$45,700.00. The fully-loaded estimated cost includes overhead.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This 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 E of this Agreement. Under no circumstances will this Agreement extend 18 months 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.
- 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: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-6724

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

City of El Paso
Attn: Monica Lombrana
Director of Aviation
6701 Convair Road
El Paso, Texas 79925
Telephone: (915) 780-4793
Facsimile: (915) 779-5452
Email: lombranamx@elpasotexas.gov

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified 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 Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement 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 modification that will outline in detail the exact nature of the change. Any modification 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 modification(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 modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

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 costs 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

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

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 dispute 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 U.S.C. § 46110).

ARTICLE 15. Reserved

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 officer, agent, or 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 U.S.C. § 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 3.14-2, Contractor Personnel Suitability Requirements 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 modification to this Agreement, the terms of such modification 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 modifications thereto, and, accordingly, that 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 120 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 _____
TITLE Contracting Officer
DATE _____

CITY OF EL PASO

SIGNATURE _____
NAME Joyce A. Wilson
TITLE City Manager
DATE _____

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation