

ORDINANCE 2018-09-06-0686

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL SUPPORT AGREEMENT ("IGSA") BETWEEN THE CITY OF SAN ANTONIO AND JOINT BASE SAN ANTONIO ("JBSA") TO ESTABLISH TERMS AND CONDITIONS FOR THE CITY TO PROVIDE THE MANAGEMENT AND CONSTRUCTION OF PAVEMENT PROJECTS ON MILITARY INSTALLATIONS OVER A FIVE-YEAR PERIOD; AND TO AUTHORIZE THE CITY TO ACCEPT FEDERAL FUNDS FROM JBSA FOR SAID PROJECTS.

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WHEREAS, in 2013, the Department of Defense received new authority to partner with state and local government entities to seek efficiencies and cost savings in the provision and acquisition of common services on military installations; and

WHEREAS, the United States Air Force has extensively utilized this new authority and currently has eight (8) intergovernmental support agreements in place with local governments nationwide saving the federal government millions of dollars and generating new revenue for local governments; and

WHEREAS, Joint Base San Antonio desires to enter into such an agreement with the City of San Antonio for the management and construction of pavement projects on JBSA installations; and

WHEREAS, according to review and analysis, the City of San Antonio acquires typical pavement mill and overlay services for approximately \$10 per square yard less than current JBSA acquisitions which would providing a cost savings to JBSA; and

WHEREAS, the City will provide the pavement and road work through its own contracting procedures which comply with state law and the extent of pavement and road work will include mill and overlays (including base and pavement repairs as needed), roadway stripping, tack coat and traffic control plans; and

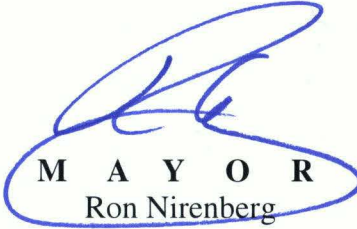
WHEREAS, providing this service to JBSA under the IGSA will alleviate the backlog of pavement projects on JBSA and demonstrate community support to the bases; **NOW THEREFORE:**

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

SECTION 1. The City Council approves the terms and conditions of An Intergovernmental Support Agreement between the City and Joint Base San Antonio. The Director of the City's Transportation and Capital Improvements Department is authorized to execute the Agreement, a copy of which, in substantial final form, is set out in **Exhibit A**. A copy of the fully executed agreement will be substituted for **Exhibit A** upon receipt of all signatures.

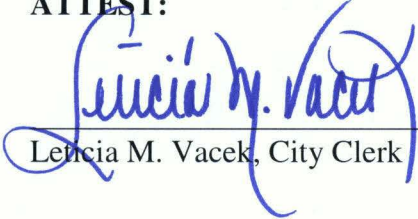
SECTION 2. This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 6th day of September, 2018.




M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	16						
Date:	09/06/2018						
Time:	02:06:46 PM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving an Agreement to establish terms and conditions with Joint Base San Antonio to provide pavement and road work for JBSA military installations locations for a five year ordering period plus one five year option period; and, approving the acceptance of federal funds from JBSA for the management and construction of pavement projects. [Peter Zanoni, Deputy City Manager; Mike Frisbie, Director, Transportation & Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x			x	

RR
09/06/2018
Item No. 16

EXHIBIT A



**DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINT BASE SAN ANTONIO**



**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
502 CONTRACTING SQUADRON, JOINT BASE SAN ANTONIO
AND
CITY OF SAN ANTONIO, TEXAS TRANSPORTATION AND
CAPITAL IMPROVEMENTS OFFICE
FOR PAVING AND ROAD WORK**

SUBJECT: Intergovernmental Support Agreement (IGSA)
Pavement and Road Work located at Joint Base San Antonio, Texas

PURPOSE:

The 502d Contracting Squadron (CONS) located at Joint Base San Antonio (JBSA) and City of San Antonio (COSA) through its Transportation & Capital Improvements Department (TCI) (together CONS and COSA may be referred to herein as the "Parties") mutually agree upon an IGSA to provide pavement and road work for military installations located at JBSA including JBSA - Lackland, JBSA - Camp Bullis, JBSA Fort Sam Houston, and JBSA Randolph. This IGSA provides the authority, background, scope, minimum/maximum order amounts, and terms and conditions to implement this IGSA numbered 20180901.

AUTHORITY:

Title 10 U.S.C. Section 2679

BACKGROUND:

1. 10 U.S.C. Section 2679 (Attachment 1) authorizes Service Secretaries to enter into IGSA's on a sole source basis, with a State or local government to provide, receive, or share installation-support services if the Secretary concerned determines that the agreement will serve the best interests of the department by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs. This authority has been further delegated to Installation Commanders or Joint Base Commanders at Air Force led Joint Bases in accordance with (IAW) Secretary of Air Force Installation, Environment and Energy (SAF/IEI) Memorandum dated 30 January 2018 (Attachment 3).
2. The notice of intent to enter into an IGSA for pavements and road work has been submitted by the 502d Air Base Wing Commander on 31 May 2018 (Attachment 2).
3. In accordance with 10 U.S.C. Section 2679 an IGSA may be for a term not to exceed ten (10) years, provide for wage grades normally paid by that State or local government, the local Government already provides such services for its own use, and any contract for the provision of installation-support services awarded by the Federal Government or local

government pursuant to an intergovernmental support agreement shall be awarded on a competitive basis.

SCOPE:

1. The intent of this IGSA is for COSA TCI to provide pavement and road work to Joint Base San Antonio for a five year ordering period plus one (1) five-year option period that must be agreed upon by COSA. COSA is a municipality that provides such services for its own use. COSA TCI provides such work through its own contracting procedures in accordance with Texas law. This is a centralized IGSA that only 502 CONS JBKAD Construction flight may place orders against. **The extent of pavements and road work is defined as mill and overlay utilizing asphaltic concrete. Minor incidental work including roadway stripping, tack coat, and traffic control plans are allowed under this agreement. No additional work outside the scope of this IGSA is authorized. Any changes to the IGSA for more extensive pavement and road work must be mutually agreed to by 502 CONS and COSA TCI by a written amendment to this IGSA.** The project specifications utilized will be the City of San Antonio Standard Specifications for Construction. The ordering periods will reflect as follows:

Option	Period of Performance
Base Ordering Period	1 September 2018 to 31 August 2023
Option Period 1	1 September 2023 to 31 August 2028

2. Option period 1 is an optional five-year extension to the base ordering period that shall be mutually agreed upon by signing an amendment to this IGSA. The Parties may agree to make additional changes to this IGSA in the form of a written amendment approved by the Parties.

MINIMUM/MAXIMUM ORDER AMOUNTS:

1. In accordance with SAF/IEI Memorandum dated 30 January 2018, titled Delegation of Authority for Installation Support Services: Intergovernmental Support Agreements, the monetary limits for this IGSA are fixed at a total of a 10 year life cycle cost of less than \$15M.
2. Minimum Individual Purchase Order Amount: \$100,000.00
3. Maximum Individual Purchase Order Amount: \$1,000,000.00
4. Ceiling Monitoring: The ceiling will be jointly enforced and tracked by TCI and 502 CONS. IGSA Ceiling Tracker (Attachment 5) will be jointly used to track monetary ceiling limit. 502 CONS will provide TCI projected workload estimates for planning and budgetary purposes.
5. Contract Type: All purchase orders will be issued as a firm fixed price contract.

TERMS AND CONDITIONS:

1. This agreement will reflect the terms and conditions of a commercial contract subject to the Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items. In addition, construction terms and conditions will be required to be consistent with those listed in FAR part 36, Construction. The project execution will be a commercial purchase order on the Standard Form 1449. The term contractor is defined as the entity performing the work under each individual purchase order. The following commercial provisions and clauses and construction requirements apply to all executed purchase orders:
 - a. 52.212-1, Instructions to Offerors
 - b. 52.212-2, Evaluation – Commercial Items
 - c. 52.212-3, Offeror Representations and Certifications
 - d. 52.212-4, Contract Terms and Conditions
 - e. 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
 - f. Material and Workmanship: All work under this IGSA shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable. All equipment, material, and articles incorporated into the work covered by this IGSA shall be new and of the most suitable grade for the purpose intended.
 - g. Superintendence by the Contractor: All paving purchase orders over \$250,000 shall have a project superintendent designated by the Contractor. At all times during performance and until the work is completed and accepted, the contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - h. Permits and Responsibilities: The Contractor shall, without additional expense to the Federal Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to Contractor or the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also ensure that any subcontractors are responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the applicable purchase order.
 - i. Other Contracts: The Federal Government may undertake or award other contracts for additional work at or near the site of the work under a purchase order. The Contractor shall fully cooperate with the other contractors and with Federal Government employees and shall carefully adapt scheduling and

performing the work under a purchase order to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Federal Government employees.

- j. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements: The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this IGSA. Protection of existing vegetation located at the worksite shall be subject to project specifications as indicated by 502 CES Project Manager.
 - k. Operations and Storage Areas: All paving purchase orders shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.
 - l. Cleaning Up: The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.
 - m. Project Schedules: All paving purchase orders over \$250,000 and for work performance exceeding 60 days shall require a project schedule.
2. Request for quote process: All RFQ's will be issued directly to COSA TCI on the SF 1449. The RFQ will provide definitive mill and overlay quantities and include minimal commercial clauses. The Unit of Issue will be "JOB" and Contract Line Item Numbers will include a "Not to Exceed" price. A defined Statement of Work (SOW) with the applicable COSA Standard Specifications for Construction paragraphs will be referenced and provided with the solicitation. The project period of performance will be enforced and outlined in the solicitation. TCI has up to 30 calendar days to provide a quotation after receipt of the RFQ. A question and answers period will be allowed. TCI has up to ten business days after receipt of the RFQ to submit any questions. Certified funds shall be obtained prior to 502 CONS issuing a solicitation. 502 CONS will then execute a purchase order to COSA TCI and jointly agree upon a notice to proceed date.
3. Statement of Work (SOW) Format with Construction Specifications: 502 CONS will provide COSA TCI with a SOW. All SOWs are required to be submitted as word documents not to exceed five pages (One Sided) and will directly reference the applicable COSA Standard Specification for Construction paragraphs. JBSA Civil Engineering Project Managers shall give definitive quantities of linear feet from start to finish points and reference the applicable COSA specification for paving requirements. The quantities for mill and overlay will be based on the depth milled as required, and the thickness of the lift applied as directed.

4. Project Inspection and Acceptance: 502 CONS and 502 CES are responsible for inspecting and accepting all work provided under this IGSA. Final inspection of mill and overlay will be scheduled and conducted by 502 CONS and 502 CES. Although this IGSA incorporates commercial provisions and clauses, the following inspection of construction clause applies:
 - a. 52.246-12, Inspection of Construction
5. Quality Assurance: COSA TCI is responsible for the quality assurance of mill and overlay provided. 502 CES will provide periodic oversight, but is not responsible for quality assurance during performance. COSA TCI will have routine inspection, quantity measurement, laboratory inspection as required and project management oversight. The quality assurance shall be at a standard similar to COSA's own standard of quality.
6. Bonding: COSA TCI is not required to provide bid, performance, or payment bonds to 502 CONS. Contractors performing for TCI are required to provide bonding requirements IAW following clause:
 - a. 52.228-15, Performance and Payment Bonds - Construction
7. Insurance: COSA TCI is not required to provide insurance documentation to 502 CONS. Contractors performing for TCI are required to provide insurance documentation IAW the following requirements:
 - a. Employer's liability coverage of at least \$100,000 shall be required.
 - b. General liability requires bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence
 - c. Automobile liability policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
 - d. 52.228-5, Insurance
8. Payment Procedures: Progress payments will be allowed for mill and overlay work performed. Payment will be made after approval of progress reports for mill and overlay work. Invoice shall be submitted using Wide Area Workflow. Final payment will be made after receipt of warranty letter and signed DD Form 1354. TCI shall follow the billing instructions below:
 - a. DFARS 252.204-7006, Billing Instructions
 - b. DFARS 252.232-7006, Wide Area Workflow Payment Instructions

9. Wages: IAW 10 U.S.C. 2679 the IGSA may use for installation support services provided by a State or local government, wage grades normally paid by that State or local government. All subcontractors performing mill and overlay for COSA TCI will be paid in compliance with State and local minimal wages for labor classification. Construction wage rate requirements IAW FAR 52.222-6 are not required for this IGSA.
10. Small Business: COSA small business policy will apply for the IGSA. Federal small business initiatives shall not apply, but TCI shall competitively acquire pavement and roadwork utilizing COSA's small business goals.
11. Price Fair and Reasonable: The prices quoted by COSA TCI are considered fair and reasonable based on competitive quotes at the municipal contract level. TCI shall comply with the requirements of 10 U.S.C. 2679 and compete and award all pavement and roadwork requirements utilizing COSA's applicable small business policy and goals. COSA TCI shall leverage their paving economies of scale to provide a price fair and reasonable to the government.
12. Other: The following provisions and clauses apply to the IGSA and all purchase orders:
 - a. 52.204-7, System for Award Management
 - b. 52.204-9, Personal Identity Verification of Contractor Personnel
 - c. 52.204-13, System For Award Management Maintenance
 - d. AFFARS 5352.201-9101, Ombudsman
 - e. AFFARS 5352.242-9000, Contractor Access

ATTACHMENTS

1.10 U.S.C. 2679	4 Pages	30 April 2018
2. IGSA Checklist	5 Pages	31 May 2018
3. SAF/IEI Memorandum	2 Pages	30 January 2018
4. SAF AQC Memorandum	2 Pages	24 August 2015
5. IGSA Ceiling Tracker	1 Page	1 September 2018

CONCLUSION

This IGSA is hereby agreed upon by the City of San Antonio Transportation Capital Improvements Office and the 502d Contracting Squadron. This agreement to enter into an IGSA is the most advantageous method of fulfilling pavement and road work requirements at Joint Base San Antonio including JBSA - Lackland, JBSA - Camp Bullis, JBSA - Fort Sam Houston, and JBSA Randolph AFB. The agreement shall not surpass ten years, effective 1 September 2018, with a maximum ceiling of \$15M. The City of San Antonio provides paving economies of scale that will provide a fair and reasonable price for JBSA.

ARNOLD RYAN RODRIGUEZ
Contracting Officer