

File No. 201343

Committee Item No. 6
Board Item No. 10

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 27, 2021

Board of Supervisors Meeting

Date February 2, 2021

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Airport Commission Resolution No. 20-0233</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CEQA Determination - March 24, 2020</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
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Completed by: Linda Wong Date January 19, 2021

Completed by: Linda Wong Date January 29, 2021

1 [Waiver of Municipal Code Requirements for Airport Agreement with the Federal Aviation
Administration]

2
3 **Ordinance exempting from requirements of the Administrative Code and the**
4 **Environment Code the Reimbursable Agreement between the San Francisco**
5 **International Airport and the Federal Aviation Administration for services to**
6 **commission a Ground Based Augmentation System at the Airport; and affirming the**
7 **Planning Department's determination under the California Environmental Quality Act.**

8
9 Be it ordained by the People of the City and County of San Francisco:

10 Section 1. Environmental Findings.

11 The Planning Department has determined that the actions contemplated in this
12 ordinance comply with the California Environmental Quality Act (California Public Resources
13 Code Sections 21000 et seq.). The determination is on file with the Clerk of the Board of
14 Supervisors in File No. 201343 and is incorporated by reference. The Board affirms the
15 determination.

16 Section 2. Background and Findings.

17 (a) The Ground Based Augmentation System ("GBAS") Project ("Project") would
18 enhance aircraft approach and landing operations at the San Francisco International Airport
19 ("Airport") by allowing aircraft to fly satellite-based approaches. Among the potential benefits
20 of the Project, GBAS-enabled flight procedures may provide community noise reduction,
21 enable more efficient approaches, increase safety, and reduce delays during low-visibility
22 weather conditions.

23 (b) To implement the Project, the Federal Aviation Administration ("FAA") must certify,
24 oversee, and operate the GBAS in coordination with aircraft pilots. The FAA would provide
25

1 technical oversight, perform flight inspections, commission the GBAS, and train FAA technical
2 operations personnel.

3 (c) The FAA is requiring the Airport to enter into the Reimbursable Agreement
4 (“Agreement”) between FAA and the Airport to pay for the FAA’s services and does not allow
5 modifications to its form of agreement, including the addition of contract language normally
6 required by the Municipal Code.

7 (d) On December 1, 2020, by Resolution No. 20-0233, the Airport Commission
8 authorized the Airport Director (1) to enter into the Agreement, in the amount of \$235,846 and
9 with a duration of five years, subject to obtaining appropriate waivers of Administrative Code
10 and Environment Code requirements from the Board of Supervisors and (2) to seek such
11 waivers. Resolution No. 20-0233 is on file with the Clerk of the Board of Supervisors in File
12 No. 201343.

13 Section 3. Waiver of Administrative Code and Environment Code Requirements.

14 The Board of Supervisors hereby exempts the Agreement from all otherwise applicable
15 sections of the Administrative Code and Environment Code.

16 Section 4. Effective Date.

17 This ordinance shall become effective 30 days after enactment. Enactment occurs
18 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not
19 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the
20 Mayor’s veto of the ordinance.

21 Section 5. Filing of Executed Agreement

22 Within 30 days of the Agreement being fully executed by all parties, the Airport shall
23 provide a copy of the Agreement to the Clerk of the Board of Supervisors for inclusion into the
24 file.

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LEGISLATIVE DIGEST

[Waiver of Municipal Code Requirements for Airport Agreement with the Federal Aviation Administration]

Ordinance exempting from requirements of the Administrative Code and the Environment Code the Reimbursable Agreement between the San Francisco International Airport and the Federal Aviation Administration for Services to Commission a Ground Based Augmentation System at the Airport; and affirming the Planning Department's determination under the California Environmental Quality Act

Existing Law

Various City and County of San Francisco ("City") ordinances require that agreements between the City and third parties, including government agencies, contain specific contract language. The Federal Aviation Administration ("FAA"), however, must follow its own federal procurement and contracting requirements and cannot incorporate the City's contract language into the Agreement.

Amendments to Current Law

The Ordinance would exempt the reimbursable agreement between the San Francisco International Airport (the "Airport") and the FAA (the "Agreement") for services to implement a Ground Based Augmentation System ("GBAS") from otherwise applicable sections of the Administrative Code and the Environment Code.

Background Information

The GBAS Project ("Project") would enhance arrival and landing operations at the Airport by allowing aircraft to fly satellite-based approaches. GBAS is a modern precision navigation system that monitors the Global Positioning System signal of arriving aircraft and could provide multiple landing approaches to all runways at the Airport. Among the potential benefits of the Project, GBAS-enabled flight procedures may provide community noise reduction, enable more efficient approaches, increase safety, and reduce delays during low-visibility weather conditions.

On June 16, 2020, by Resolution No. 20-0114, the Airport Commission determined to proceed with the Project and awarded Sole Source Contract No. 11299.44 to Honeywell International, Inc., to purchase the GBAS.

To implement the Project, the Airport requires the involvement of the FAA to certify, oversee, and implement the GBAS. The FAA would provide technical oversight, perform flight inspections, commission the GBAS, and train FAA technical operations personnel. The FAA

requires the Airport to execute a reimbursable agreement to pay for the FAA's services in a form required by the FAA.

Various City ordinances require that agreements between the City and third parties, including government agencies, contain specific contract language, such as Administrative Code requirements regarding contract assignment, contract modification, and audits of contractor records, and Environment Code requirements regarding food waste reduction. The FAA, however, must follow its own federal procurement and contracting requirements. The FAA lacks the authority to incorporate the City's contract language into the Agreement.

On December 1, 2020, through Resolution No. 20-0233, the Airport Commission authorized the Airport Director (1) to enter into the Agreement, in the amount of \$235,846 and with a duration of five years, subject to obtaining appropriate waivers of Administrative Code and Environment Code sections from the Board of Supervisors and (2) to seek such waivers.

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Item 6 File 20-1343	Department: San Francisco International Airport
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed ordinance would exempt a reimbursable agreement between the Airport and the Federal Aviation Administration (FAA) from Administrative Code and Environment Code requirements. 	
<p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> The Airport is installing a Ground Based Augmentation System (GBAS), which is a navigation system that utilizes the Global Positioning System to provide landing approaches to airport runways. The GBAS will enhance arrival and landing operations at the Airport, and may provide community noise reduction benefits, enable more efficient approaches, increase safety, and reduce delays during low-visibility weather conditions. The Airport will reimburse the FAA in full for all expenses incurred by the FAA in installation and certification of the GBAS, and in conducting the required training of FAA flight control personnel. As a condition of entering into such agreement, the FAA requires that the contract be granted full waiver from all provisions of the City Administrative and Environment Codes. Concerted efforts were made by Airport legal staff to craft a more tailored and limited set of regulatory exemptions. Despite several rounds of negotiations, the FAA ultimately refused to accede to anything less than grant of full waiver. To move forward with installing the GBAS, the Board will therefore need to approve the blanket exemptions as required by the FAA. 	
<p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The estimated cost of the reimbursement agreement with the FAA is \$235,845. The contract does not have built-in cost control provisions, such as a not-to-exceed amount. 	
<p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Because the installation of the GBAS requires the involvement of the FAA to certify, oversee, and implement the GBAS, and because the FAA requires that the Airport execute a reimbursable agreement for the FAA's services in the form required by the FAA, we recommend approval of the proposed ordinance. 	

MANDATE STATEMENT

City Charter Section 2.105 states that all legislative acts shall be by ordinance, approved by a majority of the members of the Board of Supervisors.

BACKGROUND

The Ground Based Augmentation System (GBAS) Project (“Project”) will enhance arrival and landing operations at the Airport by allowing aircraft to fly satellite-based approaches. GBAS is a modern precision navigation system that operates by monitoring the Global Positioning System (GPS) signal and can provide multiple landing approaches to all runways. GBAS-enabled flight procedures may provide community noise reduction benefits, enable more efficient approaches, increase safety, and reduce delays during low-visibility weather conditions. The total cost of the GBAS project is \$10 million.

To install the Ground Based Augmentation System, the Airport intends to enter into a reimbursable agreement with Federal Aviation Administration (FAA), through which the Airport will reimburse the FAA for costs incurred during the planning, consultation, certification, and training of personnel in system operations.

DETAILS OF PROPOSED LEGISLATION

The proposed ordinance would exempt the reimbursable agreement between the Airport and the FAA from Administrative Code and Environment Code requirements.

Purpose of Waiver

To implement the Project, the Airport requires the involvement of the FAA to certify, oversee, and implement the GBAS. The FAA will provide technical oversight, perform flight inspections, commission the GBAS, and train FAA technical operations personnel. The FAA requires the Airport to execute a reimbursable agreement for the FAA’s services in the form required by the FAA. To cover the costs of the FAA, the Airport will agree to reimburse the FAA for an amount of \$235,846. In order to enter into a contract with the Airport, the FAA is requiring the City to grant a full waiver of the contract agreement from all provisions of the City Administrative Code the Environment Code.

In conducting our review of the proposed ordinance, our office raised concerns with Airport staff about the precedent that could be established if the Board was to authorize a complete waiver of all provision of the City Administrative and Environment Codes. According to Mr. Rinaldi Wibowo (Project Manager), and Mr. Nicholas Niir (Deputy City Attorney), the SFO had similar concerns, and engaged in two rounds of negotiations with FAA representative seeking a more limited set of exemptions. The matter was also elevated to the attention of Ms. Sheryl Bregman, General Counsel of the SFO.

Despite these efforts, the FAA ultimately responded that they would not agree to anything less than the full waiver from the City's Administrative and Environment Code, as the agency enters into agreements with a large number of local operators, and hence has a valid interest in not establishing precedent requiring the FAA to negotiate special exemptions within multiple local operating agreements.

Airport legal staff, and the General Counsel, concluded the Airport had no choice but to accede to the FAA demands as a condition for moving forward with installing the Ground Based Augmentation System. Based on our discussion with Airport representatives, and review of written correspondence, we have concluded that the Airport did engage in a concerted effort to seek FAA approval of a more limited set of exemption for local contracting requirements, but the FAA ultimately was intransigent.

Scope of Reimbursable Agreement

The scope of the contract covers a limited range of costs that will be paid upfront by the FAA and reimbursed by the Airport. These include:

- Participation in planning, design review, and monitoring of construction
- Commissioning and testing of Ground Based Augmentation System following installation
- Certificate that Ground Based Augmentation System meets federal operating standards
- Training of FAA operations personnel
- Ongoing oversight and flight inspection

FISCAL IMPACT

The FAA provides its services to the Airport at cost. The cost of the reimbursement agreement is shown in Exhibit 1. Labor services and training are stated at \$60,341, with difference covering various non-labor expenses estimated to cost \$175,505. The Airport agrees to pre-pay the entire estimated reimbursement cost. Funds will be placed into a designated account and will be released upon receipt of a properly itemized statement from the FAA.

Exhibit 1: Reimbursable Item Estimated Costs

Labor	
Engineering	\$28,748
Site Preparation, Installation	\$7,324
Implementation Training	\$16,021
Labor Subtotal	\$52,093
Labor Overhead	\$8,248
Total Labor	\$60,341
Non-Labor	
Travel	\$84,767
Flight Inspection Services	\$60,639
Implementation Training	\$17,099
Non-Labor Subtotal	\$162,505
Non-Labor Overhead	\$13,000
Total Non-Labor	\$175,505
Total Estimated Cost	\$235,846

Source: Proposed Reimbursement Agreement

The Board should note there are no provisions for effective cost control. According to Mr. Wibowo, the FAA would not agree to such provisions, and requires the Board to approve all terms as given in FAA agreement. If the FAA, in the course of executing the agreement, determines that actual costs exceed estimated expenses, the FAA will send the Airport an amendment stating the additional amount. Under the reimbursement agreement, the Airport agrees to reimburse the FAA in full for all actual costs incurred by the FAA over and above the cost estimates as stated in the Reimbursable Agreement. The FAA reimbursable agreement scope will start in Q2 2021 and the agreement will not extend more than five years.

RECOMMENDATION

Approve the proposed ordinance.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY & COUNTY OF SAN FRANCISCO AIRPORT COMMISSION
SAN FRANCISCO INTERNATIONAL AIRPORT
SAN FRANCISCO, CA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City & County of San Francisco Airport Commission** (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 material, supplies, equipment, and 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 FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and 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 FAA 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 & County of San Francisco Airport Commission**.

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

- A. The purpose of this Agreement between the FAA and the Sponsor is provide funding for FAA engineering and technical support for the Sponsor's Ground-Based Augmentation System (GBAS) establishment project at San Francisco International

Airport. The GBAS will be owned, monitored, and maintained by the Sponsor. The Sponsor will establish the GBAS separate from (not dependent upon or collocated with) FAA facilities and infrastructure. GBAS commissioning and related flight inspections are also funded by this agreement. Therefore, this Agreement is titled:

San Francisco, CA (SFO) San Francisco International Airport Engineering and Technical Support Services for SFO GBAS Establishment Project

B. The FAA will perform the following activities:

1. Coordinate with project stakeholders, and participate in project planning, design reviews and construction meetings.
2. Obtain appropriate airport badging for FAA, and contract personnel engaged in project support activities, per Sponsor badging policy, and obtain necessary airport vehicle permits and markings for vehicles.
3. Review and provide comments on the Sponsor's design plans to confirm that the sponsor's work does not impact FAA facilities/systems. Any transmitted information will be provided in Adobe ".pdf" format.
4. Provide oversight and inspection of the Sponsor's installations to confirm that the Sponsor's installations do not affect, or tie into, FAA equipment and/or infrastructure.
5. Coordinate with the Sponsor to accomplish the required training of FAA Technical Operations personnel by the GBAS manufacturer. GBAS training will be provided by the Sponsor, at the GBAS manufacturer's office in Minneapolis, MN or locally at SFO following installation of the GBAS equipment but prior to system commissioning. This agreement will fund all necessary travel, per-diem, overtime, and backfill overtime expenses for FAA personnel attending the training session. Multiple FAA Technicians must be trained prior to GBAS commissioning.
6. Provide required flight inspection services for the commissioning of the GBAS and commissioning of (4) GBAS Landing System (GLS) "overlay" procedures. Commissioning flight inspections for any additional flight procedures may require an amendment to this agreement or execution of a new agreement.
7. System Support Center (SSC) will provide escort/access inside the FAA ATCT to the Sponsor and the Sponsor's contractor(s), and the GBAS manufacturer, as necessary, in order to make necessary connections to airport lighting system (ALCMS) in order to establish GBAS visual status display.

C. The Sponsor will perform the following activities:

1. Coordinate with project stakeholders, and participate in project planning, design reviews and construction meetings.
2. Provide a full set of design plans, including scaled electronic drawings, showing the proposed airport work and FAA facilities, equipment, or infrastructure (including underground utilities) locations. Sponsor provided drawings will be delivered directly via PDF format (as opposed to access via a server or web site).
3. Incorporate requirements and recommendations made by the FAA, relative to FAA equipment/systems, configurations and operations, into the Sponsor's design drawings and specifications.
4. Permit FAA Engineering Services (ES) personnel, and FAA support contractors associated with or supporting the GBAS establishment project, full independent work site access. If any unique access limitations exist to get to the work site (such as Surface Movement Guidance and Control System (SMGCS) or airport movement area restrictions) the Sponsor shall provide any required escorts necessary for ES personnel. The Sponsor shall provide ES personnel adequate gate access, and provide ES personnel with any required stickers or placards needed for Government owned and/or leased vehicles (vehicles may be continuously changing), and provisions for any required training necessary for badging.
5. Submit FAA Form 7460-1 titled "Notice of Proposed Construction or Alteration", as required, and allow eight weeks for FAA review. Approval by FAA must be obtained prior to any construction.
6. All material, and equipment, required by this project, shall be furnished by the Sponsor.
7. Work requiring FAA oversight will be scheduled, to the extent possible, so that the FAA oversight can be continuous and uninterrupted. All work shall be done to the approval of the FAA Resident Engineer (RE).
8. Provide copies of "as-built" drawings in ".pdf" and electronic (AutoCAD or MicroStation.3.) format. Provide photographic records of any construction work done by the Sponsor that is related to the impacted FAA facilities.
9. Coordinate directly with the local FAA Systems Support Center (SSC), any work that may affect operational facilities.
10. Provide the Airport Operator's Construction Safety Phasing Plan (CSPP) to the FAA (per AC-150/5370-2F, the airport operator is responsible for developing the CSPP; FAA Engineering Services and/or the construction contractor cannot write the CSPP). The FAA construction contractor will then prepare the corresponding

Safety Plan Compliance Document (SPCD) information (which will not restate nor propose differences to provisions in the Airport's CSPP).

11. Coordinate and provide GBAS manufacturer training for FAA Technical Operations personnel, at no cost to the FAA, well in advance of planned GBAS commissioning. This includes providing funding required for travel, per-diem, overtime, and backfill overtime expenses for FAA personnel to attend the training. Multiple FAA Technicians must be trained prior to GBAS commissioning.
 12. Provide funding to support GBAS training for Air Traffic personnel, including overtime, backfill overtime, travel, and per-diem expenses, as required. A funding requirement for training of Air Traffic personnel for GLS "overlay" procedures is not currently identified. The Sponsor agrees to provide funding for any future training requirements when they are established. An amendment to this agreement or execution of a new agreement may be required.
 13. Provide funding required for travel and per-diem expenses for FAA personnel to participate in ATO Safety Risk Management (SRM) panel(s), as needed.
 14. Coordinate with the FAA Technical Operations Non-Federal Program in order to meet all requirements in FAA Order 6700.20B for commissioning of the non-Federal GBAS. This includes coordinating with FAA Spectrum Engineering and FCC to obtain a VDB frequency.
 15. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact National Airspace System (NAS) facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website (<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>). This form may also be used to notify the FAA of any changes to the project schedule.
- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA, Western Service Area, Planning and Requirements group, NAS Planning and Integration team** will provide administrative oversight of this Agreement. **Corey S Glaze** is the **FAA Lead Planner** and liaison with the Sponsor who can be reached at **(206) 231-2850** or via email at **corey.s.glaze@faa.gov**. 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. The **FAA, Communications Engineering Center C - Los Angeles** will perform the scope of work included in this Agreement. **Anne Nguyen** is the **Project Engineer** and liaison with the Sponsor and can be reached at **(424) 405-7524** or via email at **anne.nguyen@faa.gov**. 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.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

Rinaldi Wibowo, Project Manager
P.O. Box 8097
San Francisco, CA 94128
Telephone: (650) 821-9463
Email: rinaldi.wibowo@flysfo.com

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. RESERVED

ARTICLE 7. Estimated Costs

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

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering	\$28,748.00
WB4060 Site Preparation, Installation	\$7,324.00
WB4090 Implementation Training	\$16,021.00
Labor Subtotal	\$52,093.00
Labor Overhead	\$8,248.06
Total Labor	\$60,341.06
Non-Labor	
WB4010, WB4020 Travel	\$84,767.00
WB4060 Flight Inspection Services	\$60,639.00
WB4090 Implementation Training	\$17,099.00
Non-Labor Subtotal	\$162,505.00
Non-Labor Overhead	\$13,000.40
Total Non-Labor	\$175,505.40
TOTAL ESTIMATED COST	\$235,846.46

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. This Agreement will not extend more than five years 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 submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team 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. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The Sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the Sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

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

City & County of San Francisco Airport Commission
Attn: Rinaldi Wibowo, Project Manager
P.O. Box 8097
San Francisco, CA 94128
Telephone: (650) 821-9463
Email: rinaldi.wibowo@flysfso.com

- 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 amended 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 an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment 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. The Sponsor's liability for said claims is limited to the total estimated cost of the Agreement, including modifications. In other words, if the total estimated cost of the

Agreement, including modifications is \$100,000.00, the Sponsor's liability for said claims is limited to an additional \$100,000.00.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment 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 amendment(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 amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

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. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

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. RESERVED

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 Acquisition Management System (AMS) clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

DRAFT

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 amendment to this Agreement, the terms of such amendment 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 amendments 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. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**CITY & COUNTY OF
SAN FRANCISCO
AIRPORT COMMISSION**

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Ivar C. Satero
TITLE Airport Director
DATE _____

Attest:

C. Corina Monzón,
Airport Commission
Secretary

Resolution No:

Adopted:

Approved as to Form:

Dennis J Herrera
City Attorney

Deputy City Attorney

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 20-0233

**AUTHORIZATION TO ENTER INTO A REIMBURSABLE AGREEMENT WITH THE
FEDERAL AVIATION ADMINISTRATION UNDER CONTRACT NO. 11299.45,
TECHNICAL SUPPORT SERVICES FOR THE GROUND BASED AUGMENTATION
SYSTEM PROJECT, IN THE AMOUNT OF \$235,846 WITH A DURATION OF FIVE
YEARS, AND TO SEEK APPROPRIATE WAIVERS OF SAN FRANCISCO
MUNICIPAL CODE REQUIREMENTS FROM THE BOARD OF SUPERVISORS**

WHEREAS, the Ground Based Augmentation System (GBAS) Project (the "Project") will enhance aircraft approach and landing operations at the Airport by allowing aircraft to fly satellite-based approaches; and

WHEREAS, the Project requires the Federal Aviation Administration's (FAA) active involvement, to provide technical oversight, perform flight inspections, commission the GBAS, and train FAA technical operations personnel; and

WHEREAS, the FAA requires the Airport to execute a reimbursable agreement for the FAA's services and does not allow modifications to its form of agreement, including the addition of contract language normally required by the San Francisco Municipal Code; and

WHEREAS, only the Board of Supervisors can waive certain of the San Francisco Municipal Code requirements applicable to the reimbursable agreement; and

WHEREAS, the Airport desires to enter into a reimbursable agreement with the FAA and seek appropriate waivers from the Board of Supervisors; now, therefore, be it

RESOLVED, that the Commission hereby authorizes the Director to enter into a reimbursable agreement with the FAA under Contract No. 11299.45, Technical Support Services for the Ground Based Augmentation System Project, in the amount of \$235,846, with a duration of five years, subject to obtaining appropriate waivers from the Board of Supervisors; and, be it further

RESOLVED, that the Commission hereby authorizes the Director to seek appropriate waivers of San Francisco Municipal Code requirements applicable to the reimbursable agreement from the Board of Supervisors.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission
at its meeting of* DEC 1 2020


Secretary

MEMORANDUM

December 1, 2020

TO: AIRPORT COMMISSION
 Hon. Larry Mazzola, President
 Hon. Eleanor Johns, Vice President
 Hon. Richard J. Guggenhime
 Hon. Everett A. Hewlett, Jr.
 Hon. Malcolm Yeung

20-0233

DEC 1 2020

FROM: Airport Director

SUBJECT: Authorize the Director to Enter into a Reimbursable Agreement with the Federal Aviation Administration under Contract No. 11299.45, Technical Support Services for the Ground Based Augmentation System Project, and to seek appropriate waivers from the Board of Supervisors

DIRECTOR'S RECOMMENDATION: AUTHORIZE THE DIRECTOR TO ENTER INTO A REIMBURSABLE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION UNDER CONTRACT NO. 11299.45, TECHNICAL SUPPORT SERVICES FOR THE GROUND BASED AUGMENTATION SYSTEM PROJECT, IN THE AMOUNT OF \$235,846 WITH A DURATION OF FIVE YEARS, AND TO SEEK APPROPRIATE WAIVERS OF SAN FRANCISCO MUNICIPAL CODE REQUIREMENTS FROM THE BOARD OF SUPERVISORS.

Executive Summary

The Director seeks the authority to enter into a reimbursable agreement with the Federal Aviation Administration (FAA) under Contract No. 11299.45, Technical Support Services for the Ground Based Augmentation System Project, and to seek appropriate waivers of San Francisco Municipal Code requirements applicable to the reimbursable agreement from the Board of Supervisors.

In light of the COVID-19 crisis and its impact on Airport finances, Staff has considered the financial implications of the proposed reimbursable agreement and has determined that the services are necessary for continued safe and secure Airport Operations. The FAA provides its services to the Airport at cost.

Background

The Ground Based Augmentation System (GBAS) Project ("Project") will enhance arrival and landing operations at the Airport by allowing aircraft to fly satellite-based approaches. GBAS is a modern precision navigation system that operates by monitoring the Global Positioning System (GPS) signal and can provide multiple landing approaches to all runways. GBAS-enabled flight procedures may provide community noise reduction benefits, enable more efficient approaches, increase safety, and reduce delays during low-visibility weather conditions.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO THIS PRINT COVERS CALENDAR ITEM NO. 13

LONDON N. BREED MAYOR	LARRY MAZZOLA PRESIDENT	ELEANOR JOHNS VICE PRESIDENT	RICHARD J. GUGGENHIME	EVERETT A. HEWLETT, JR.	MALCOLM YEUNG	IVAR C. SATERO AIRPORT DIRECTOR
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On June 16, 2020, by Resolution No. 20-0114, the Commission determined to proceed with the Project and awarded Sole Source Contract No. 11299.44 to Honeywell International, Inc., to purchase the GBAS.

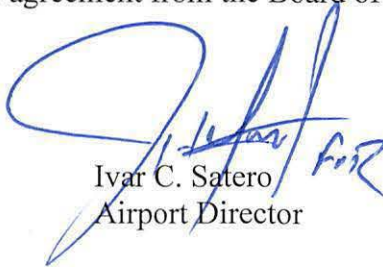
To implement the Project, the Airport requires the involvement of the FAA to certify, oversee, and implement the GBAS. The FAA will provide technical oversight, perform flight inspections, commission the GBAS, and train FAA technical operations personnel. The FAA requires the Airport to execute a reimbursable agreement for the FAA's services in the form required by the FAA.

Various City and County of San Francisco ("City") ordinances require that agreements between the City and third parties, including government agencies, contain specific contract language. The FAA, however, must follow its own federal procurement and contracting requirements. The FAA lacks the authority to incorporate the City's contract language into the reimbursable agreement. And only the Board of Supervisors can waive certain of these requirements, such as Administrative Code requirements regarding contract assignment, contract modification, and audits of contractor records, and Environment Code requirements regarding food waste reduction.

The Airport seeks to enter into a reimbursable agreement with the FAA for technical support services to implement the Project, in the amount of \$235,846 for a duration of five years, and to seek appropriate waivers from the Board of Supervisors.

Recommendation

I recommend the Commission authorize the Director to enter into a reimbursable agreement with the Federal Aviation Administration under Contract No. 11299.45, Technical Support Services for the Ground Based Augmentation System Project, in an amount of \$235,846 with a duration of five years, and to seek appropriate waivers of San Francisco Municipal Code requirements applicable to the reimbursable agreement from the Board of Supervisors.



Ivar C. Satero
Airport Director

Prepared by: Geoffrey W. Neumayr
Chief Development Officer
Planning, Design & Construction

Attachments

ATTACHMENT A
SUMMARY OF COMMISSION ACTIONS
December 1, 2020

Contract No.: 11299.45, Technical Support Services for Ground Based Augmentation System Project

Contractor: Federal Aviation Administration

Award of Contract

Date	Modification No.	Resolution No.	Description	Scope	Amount
6/16/2020	-	20-0114	Environmental Review	Commission affirmed Categorical Exemption and determined to proceed with the project. This action constitutes the Approval Action pursuant to Section 31.04(h) of the San Francisco Administrative Code.	\$0

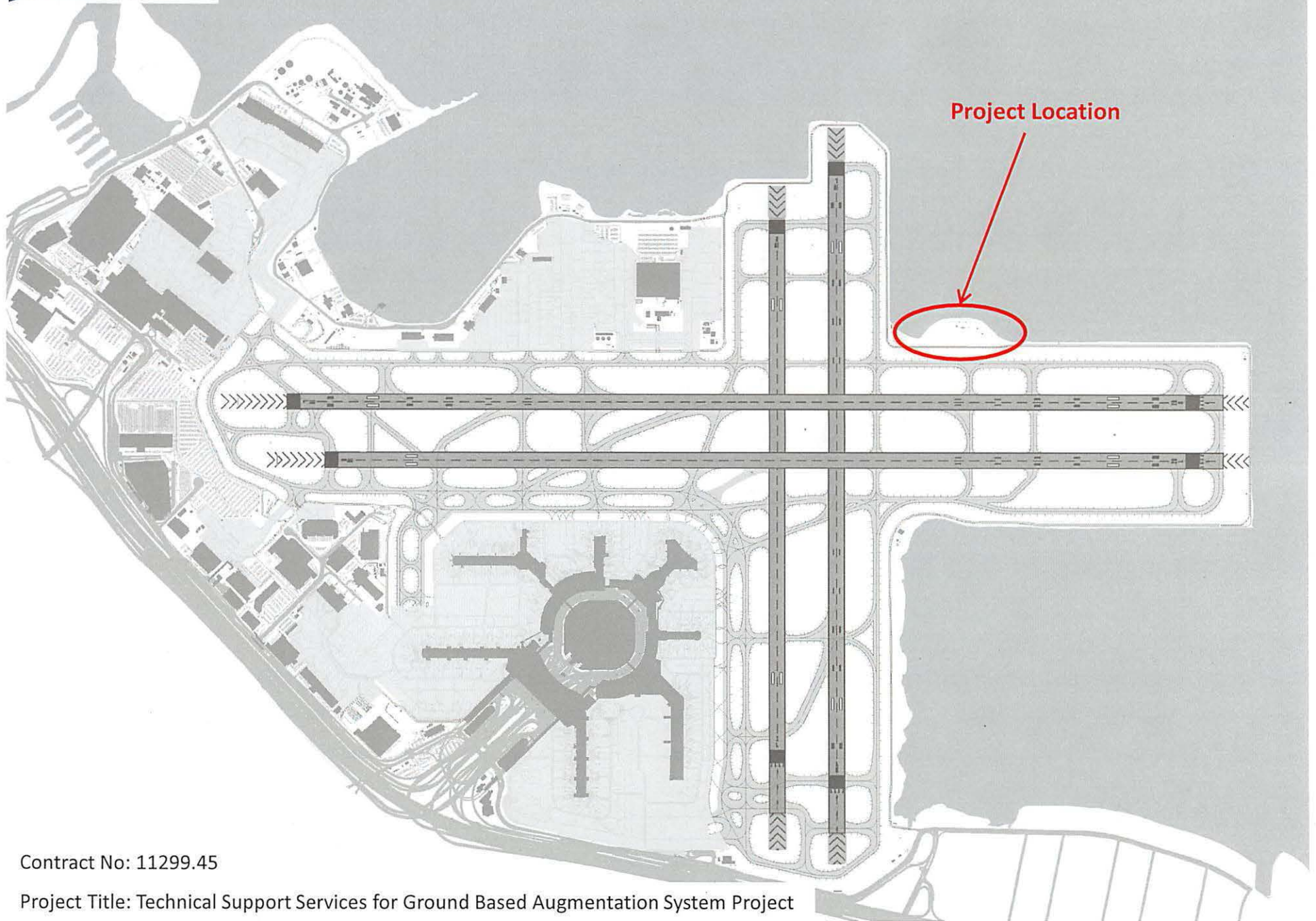
Authorized Contract Amount to Date \$0

Award of Contract \$235,846

Proposed Contract Amount \$235,846



San Francisco
International
Airport



Project Location

Contract No: 11299.45

Project Title: Technical Support Services for Ground Based Augmentation System Project



SAN FRANCISCO PLANNING DEPARTMENT

CEQA Categorical Exemption Determination

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address		Block/Lot(s)
SFO: Ground Based Augmentation System (GBAS) Project		
Case No.		Permit No.
2020-003412ENV		
<input type="checkbox"/> Addition/ Alteration	<input type="checkbox"/> Demolition (requires HRE for Category B Building)	<input type="checkbox"/> New Construction
Project description for Planning Department approval. The City and County of San Francisco, by and through the San Francisco Airport Commission (Commission), proposes to construct and install a Ground Based Augmentation System (GBAS), at San Francisco International Airport (SFO or Airport). The purpose of the Proposed Project is to install ground-based equipment that would augment satellite-based Global Positioning System (GPS) signals that support aircraft navigation. The Proposed Project would be located along the north side of Runway 10L-28R, and about 1,100 feet east of the intersections of Runways 10L-28R and 1R-19L. The Proposed Project would require a total of about 2,000 linear feet of electrical and communications duct bank to integrate the system and connect the GBAS equipment to existing Airport utility infrastructure. The Proposed Project would include construction and installation of the following required GBAS equipment: (1) a 220 square-foot equipment shelter; (2) 16 square-foot electrical transformer housing; (3) one 50-foot tall Very High Frequency (VHF) broadcast antenna; (4) four 15-foot tall GPS receiver antennas; and (5) 2,000 linear feet of underground duct banks, containing electric conduit and communications wiring. Installation of the equipment shelter and transformer housing would require site clearing and excavation of up to two feet in depth within the FULL PROJECT DESCRIPTION ATTACHED		

STEP 1: EXEMPTION CLASS

The project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA).	
<input type="checkbox"/>	Class 1 - Existing Facilities. Interior and exterior alterations; additions under 10,000 sq. ft.
<input checked="" type="checkbox"/>	Class 3 - New Construction. Up to three new single-family residences or six dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/>	Class 32 - In-Fill Development. New Construction of seven or more units or additions greater than 10,000 sq. ft. and meets the conditions described below: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. (b) The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses. (c) The project site has no value as habitat for endangered rare or threatened species. (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. (e) The site can be adequately served by all required utilities and public services. FOR ENVIRONMENTAL PLANNING USE ONLY
<input type="checkbox"/>	Class ____

STEP 2: CEQA IMPACTS

TO BE COMPLETED BY PROJECT PLANNER

<input type="checkbox"/>	Air Quality: Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks, etc.)? (refer to EP_ArcMap > CEQA Catex Determination Layers > Air Pollution Exposure Zone)
<input type="checkbox"/>	Hazardous Materials: If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance - or a change of use from industrial to residential? <i>if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Maher program, a DPH waiver from the Maher program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap > Maher layer).</i>
<input type="checkbox"/>	Transportation: Does the project involve a child care facility or school with 30 or more students, or a location 1,500 sq. ft. or greater? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?
<input checked="" type="checkbox"/>	Archeological Resources: Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non -archeological sensitive area? If yes, archeo review is required (refer to EP_ArcMap > CEQA Catex Determination Layers > Archeological Sensitive Area)
<input type="checkbox"/>	Subdivision/Lot Line Adjustment: Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography). If yes, Environmental Planning must issue the exemption.
<input type="checkbox"/>	Slope = or > 25%: Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography) If box is checked, a geotechnical report is required and Environmental Planning must issue the exemption.
<input type="checkbox"/>	Seismic: Landslide Zone: Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report is required and Environmental Planning must issue the exemption.
<input type="checkbox"/>	Seismic: Liquefaction Zone: Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report will likely be required and Environmental Planning must issue the exemption.
Comments and Planner Signature (optional): Don Lewis Planning department staff archaeologist cleared the project with no effects on 3/17/2020.	

STEP 3: PROPERTY STATUS - HISTORIC RESOURCE
TO BE COMPLETED BY PROJECT PLANNER

PROPERTY IS ONE OF THE FOLLOWING: (refer to Property Information Map)	
<input type="checkbox"/>	Category A: Known Historical Resource. GO TO STEP 5.
<input type="checkbox"/>	Category B: Potential Historical Resource (over 45 years of age). GO TO STEP 4.
<input checked="" type="checkbox"/>	Category C: Not a Historical Resource or Not Age Eligible (under 45 years of age). GO TO STEP 6.

STEP 4: PROPOSED WORK CHECKLIST
TO BE COMPLETED BY PROJECT PLANNER

Check all that apply to the project.	
<input type="checkbox"/>	1. Change of use and new construction. Tenant improvements not included.
<input type="checkbox"/>	2. Regular maintenance or repair to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	3. Window replacement that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	5. Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	6. Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input type="checkbox"/>	8. Addition(s) that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
Note: Project Planner must check box below before proceeding.	
<input checked="" type="checkbox"/>	Project is not listed. GO TO STEP 5.
<input type="checkbox"/>	Project does not conform to the scopes of work. GO TO STEP 5.
<input type="checkbox"/>	Project involves four or more work descriptions. GO TO STEP 5.
<input type="checkbox"/>	Project involves less than four work descriptions. GO TO STEP 6.

STEP 5: CEQA IMPACTS - ADVANCED HISTORICAL REVIEW
TO BE COMPLETED BY PROJECT PLANNER

Check all that apply to the project.	
<input type="checkbox"/>	1. Project involves a known historical resource (CEQA Category A) as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
<input type="checkbox"/>	2. Interior alterations to publicly accessible spaces.
<input type="checkbox"/>	3. Window replacement of original/historic windows that are not "in-kind" but are consistent with existing historic character.
<input type="checkbox"/>	4. Façade/storefront alterations that do not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	5. Raising the building in a manner that does not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	6. Restoration based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.

<input type="checkbox"/>	7. Addition(s) , including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior's Standards for Rehabilitation</i> .
<input type="checkbox"/>	8. Other work consistent with the <i>Secretary of the Interior Standards for the Treatment of Historic Properties</i> (specify or add comments):
<input type="checkbox"/>	9. Other work that would not materially impair a historic district (specify or add comments): (Requires approval by Senior Preservation Planner/Preservation Coordinator)
<input type="checkbox"/>	10. Reclassification of property status. (Requires approval by Senior Preservation Planner/Preservation <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Reclassify to Category A a. Per HRER or PTR dated b. Other (specify): </div> <div style="width: 45%;"> <input type="checkbox"/> Reclassify to Category C (attach HRER or PTR) </div> </div>
Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST sign below.	
<input type="checkbox"/>	Project can proceed with categorical exemption review. The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. GO TO STEP 6.
Comments (optional):	
Preservation Planner Signature: Don Lewis	

STEP 6: CATEGORICAL EXEMPTION DETERMINATION
TO BE COMPLETED BY PROJECT PLANNER

<input checked="" type="checkbox"/>	No further environmental review is required. The project is categorically exempt under CEQA. There are no unusual circumstances that would result in a reasonable possibility of a significant effect.	
	Project Approval Action: Airport Commission's approval to award contract.	Signature: Don Lewis
	If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.	03/24/2020
Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the approval action. Please note that other approval actions may be required for the project. Please contact the assigned planner for these approvals.		

Full Project Description

The City and County of San Francisco, by and through the San Francisco Airport Commission (Commission), proposes to construct and install a Ground Based Augmentation System (GBAS), at San Francisco International Airport (SFO or Airport). The purpose of the Proposed Project is to install ground-based equipment that would augment satellite-based Global Positioning System (GPS) signals that support aircraft navigation.

The Proposed Project would be located along the north side of Runway 10L-28R, and about 1,100 feet east of the intersections of Runways 10L-28R and 1R-19L. The Proposed Project would require a total of about 2,000 linear feet of electrical and communications duct bank to integrate the system and connect the GBAS equipment to existing Airport utility infrastructure. The Proposed Project would include construction and installation of the following required GBAS equipment: (1) a 220 square-foot equipment shelter; (2) 16 square-foot electrical transformer housing; (3) one 50-foot tall Very High Frequency (VHF) broadcast antenna; (4) four 15-foot tall GPS receiver antennas; and (5) 2,000 linear feet of underground duct banks, containing electric conduit and communications wiring.

Installation of the equipment shelter and transformer housing would require site clearing and excavation of up to two feet in depth within the structural footprints. Installation of the VHF and GPS antennas would also require site clearing and excavation to place concrete footers. Excavation for the antenna footers is anticipated to be about four feet long by four feet wide at a depth of up to seven feet. Trenching for the proposed duct bank would extend to a depth of up to seven feet and a width of about four feet. Site clearing and impervious surfaces would be limited to the project elements within the Proposed Project site.

Construction would be limited to night-time hours to reduce potential conflicts with aircraft operations. Construction would include trenching for installation of duct banks, minor excavation for installation of antenna footings and structure foundations, and assembly of antennas. The excavation for the proposed equipment shelter and transformer would total about 17 cubic yards. Excavation volume for installation of the antennas would total about 35 cubic yards. Trenching excavation would total about 2,100 cubic yards. Small concrete supports would be installed as bases for each antenna. A 25-foot by four-foot pavement patch over the new duct bank may be required to return the vehicle service road to its existing state and there would be no change in the amount of impervious surface on the airfield. Trenching and excavation work would be completed with light duty machinery and hand-held tools.

STEP 7: MODIFICATION OF A CEQA EXEMPT PROJECT

TO BE COMPLETED BY PROJECT PLANNER

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be subject to additional environmental review pursuant to CEQA.

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address (If different than front page)		Block/Lot(s) (If different than front page)
SFO: Ground Based Augmentation System (GBAS) Project		/
Case No.	Previous Building Permit No.	New Building Permit No.
2020-003412PRJ		
Plans Dated	Previous Approval Action	New Approval Action
	Other (please specify)	
Modified Project Description:		

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION

Compared to the approved project, would the modified project:	
<input type="checkbox"/>	Result in expansion of the building envelope, as defined in the Planning Code;
<input type="checkbox"/>	Result in the change of use that would require public notice under Planning Code Sections 311 or 312;
<input type="checkbox"/>	Result in demolition as defined under Planning Code Section 317 or 19005(f)?
<input type="checkbox"/>	Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption?
If at least one of the above boxes is checked, further environmental review is required.	

DETERMINATION OF NO SUBSTANTIAL MODIFICATION

<input type="checkbox"/>	The proposed modification would not result in any of the above changes.
If this box is checked, the proposed modifications are categorically exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice. In accordance with Chapter 31, Sec 31.08j of the San Francisco Administrative Code, an appeal of this determination can be filed within 10 days of posting of this determination.	
Planner Name:	Date:



San Francisco International Airport

December 7, 2020

Ms. Angela Calvillo
Clerk of the Board
Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Subject: Waivers of San Francisco Municipal Code Requirements Applicable to Reimbursable Agreement, Contract No. 11299.45, between the Federal Aviation Administration and the City and County of San Francisco, acting by and through its Airport Commission

Dear Ms. Calvillo:

I am forwarding for the Board of Supervisors' approval an ordinance to waive San Francisco Municipal Code Requirements applicable to the Reimbursable Agreement, Contract No. 11299.45, between the Federal Aviation Administration and the City and County of San Francisco, acting by and through its Airport Commission.

The following is a list of accompanying documents:

- Board of Supervisors Ordinance (one original and one copy);
- Legislative Digest;
- Approved Airport Commission Resolution No. 20-0233;
- Memorandum accompanying Airport Commission Resolution No. 20-0233;
- A copy of the Non-Federal Reimbursable Agreement (Agreement No. AJW-FN-WSA-20-WP-003589); and
- A copy of CEQA Categorical Exemption Determination Case No. 2020-003412ENV.

The following person may be contacted regarding this matter:

Geoff Neumayr
Chief Development Officer
650.821.7713
Geoff.neumayr@flysfo.com

Very truly yours,

Corina Monzón
Commission Secretary

Enclosures

cc: Geoff Neumayr, Chief Development Officer
Cathy Widener, Governmental Affairs

From: [Dyanna Quizon \(AIR\)](#)
To: [BOS Legislation. \(BOS\)](#)
Cc: [Cathy Widener \(AIR\)](#); [Corina Monzon \(AIR\)](#); [Carolyn Jayin \(AIR\)](#)
Subject: BOS E-FILE SUBMITTAL: Waiver of Municipal Code Requirements for Airport Agreement with the Federal Aviation Administration
Date: Monday, December 7, 2020 10:30:09 AM
Attachments: [image001.png](#)
[FAA GBAS Agmt Waiver Ordinance v2.docx](#)
[FAA GBAS Agmt Waiver Ordinance Leg digest v1.docx](#)
[20-0233 AUTHORIZE Director to enter into Reimbursable Agreement with FAA Contract No 11299.45 GBAS.pdf](#)
[Draft AJW-FN-WSA-20-WP-003589 SFO GBAS V13.pdf](#)
[2020-003412ENV-CEQA Checklist.pdf](#)
[BOS - FAA RA-20-0233 - Cover Letter ntn.docx](#)
[RE URGENT - E-Approval FAA GBAS Agmt Ordinance.msg](#)

CITY AND COUNTY OF SAN FRANCISCO
AIRPORT COMMISSION
BOARD OF SUPERVISORS LEGISLATION

To: BOS Legislation

Date: December 7, 2020

RE: Waiver of Municipal Code Requirements for
Airport Agreement with the Federal Aviation
Administration

Attached is proposed legislation concerning waiver
of Municipal Code Requirements for an Airport
Agreement with the Federal Aviation Administration.
The following is a list of accompanying documents:

- Board of Supervisors Ordinance and Legislative Digest;
- Approved Airport Commission Resolution No. 20-0233;
- Memorandum accompanying Airport Commission Resolution No. 20-0233;
- A copy of the Non-Federal Reimbursable Agreement (Agreement No. AJW-FN-WSA-20-WP-003589); and
- A copy of CEQA Categorical Exemption Determination Case No. 2020-003412ENV.

Contacts:

Cathy Widener, Governmental Affairs Administrator
650-821-5023

Thank you.



Dyanna Quizon (*preferred pronouns: she/her/hers*)

Manager | Government Affairs