

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@flysfo.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

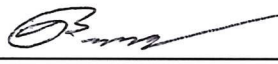
ensuring that security requirements, including compliance with Acquisition Management System (AMS) clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

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**

SIGNATURE 
NAME Bradley K. Logan
TITLE Contracting Officer
DATE 3/24/21

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

SIGNATURE 
NAME Ivar C. Satero
TITLE Airport Director
DATE 3/22/21

Attest:


C. Corina Monzón,
Airport Commission
Secretary

Resolution No: 20-0233

Adopted: December 1, 2020

Approved as to Form:

Dennis J Herrera
City Attorney


Deputy City Attorney