

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF SAN ANTONIO
SAN ANTONIO INTERNATIONAL AIRPORT
SAN ANTONIO, TEXAS**

WHEREAS, the **Federal Aviation Administration** (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of San Antonio** (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;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the **FAA** and **City of San Antonio**.

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. This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and/or engineering support, design, and construction services to support the Sponsor's Future Commercial Development project at San Antonio International Airport (SAT) impacting FAA National Airspace System (NAS) facilities including SATB Remote Beacon Performance Monitor (RBPM), SATF Remote Transmitter/Receiver (RTR), FAA cabling and infrastructure. The Sponsor's project requires the relocation of SATF RTR and SATB RBPM to a new site on the airport. The existing SATF RTR site does not conform to current FAA standards for an FAA communications facility. Communications engineering used Sponsor's funding from reimbursable agreement number AJW-FN-CSA-17-SW-001427 for conducting the survey and identify the

new site selected by FAA and approved by the Sponsor. In preliminary evaluations by FAA, there is only one power source to the proposed area for the relocation of SATF RTR and that same power source feeds other FAA systems: SATE RTR, Ground Run-Up Enclosure (GRE), and the NavAids equipment for Runways 31R REIL, 31R PAPI, 31LPAPI, 31L GS and Runway Visual Range (RVR) facilities. Therefore, the relocation of SATF RTR to the new location will require a Sponsor provided secondary electrical feed line for diversity. The modification of FAA cabling and infrastructure to support the new SATF RTR facility may have an impact on other FAA NAS facilities within the Airport.

The scope of this Agreement supports technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, development of FAA design packages, construction/installation oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. Government furnished equipment required for the RTR relocation and the establishment of a new fiber-optic transmission system (FOTS) site will be provided by FAA using Sponsor's funds. If required, the FAA and the Sponsor will enter into a separate agreement or amendment to outline additional work beyond the scope of this Agreement. FAA support may be affected by government shutdowns, pandemics, natural disasters or other items outside of FAA control. FAA engineer and technician onsite support will be coordinated in advance and scheduled in accordance with FAA travel restrictions. Therefore, this Agreement is titled:

San Antonio, Texas (SAT) - Future Commercial Development impacting SATF RTR and SATB RBPM at San Antonio International Airport

This agreement facilitates FAA travel and, engineering design reviews of plans and specifications for the Sponsor's design and build approach for a new 40 feet x 30 feet permanent communications building, 4 each 60 feet self-support steel communications towers with platforms and arms, and related infrastructure for the new RTR facility. The FAA will provide an on-site Resident Engineer (RE) for construction oversight and support, the procurement (purchasing) of new Radio Equipment, Emergency battery back-up power (DC Bus), and related required materials (for RTR and RBPM), and antennas will be procured with Sponsor's funds from this reimbursable agreement. The electronics installation or removal / relocation / testing of the FAA impacted communications and surveillance systems at the current and new sites for the transition will be done by FAA. At the request of the Sponsor, the FAA will remove all FAA equipment, towers, and oversee the demolition of SATF RTR site at the current site near Skyplace Blvd.

B. The FAA will perform the following activities:

Engineering:

1. Provide all technical assistance necessary to ensure that the Sponsor's project meets FAA rules, regulations, orders, requirements, and standards.
2. Provide the design layout for new facilities to include footprint for relocated or new equipment, grounding plates, cable trays, lighting fixtures, and power raceways.

3. Provide all FAA standard drawings, specifications, and directives for use by the Sponsor in execution of the project.
4. Meet with the Sponsor as required to coordinate and discuss project planning and engineering. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with agreed upon scheduling.
5. Coordinate with the Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA actions. Also ensure NEPA documentation meets FAA requirements and approvals.
6. Complete HazMat surveys for FAA facilities that are associated with this project and provide information to the Airport Sponsor for use in preparing plans for removal of the FAA facilities and reuse of the airport property. This work will be conducted prior to demolition of the applicable FAA facilities.
7. Complete environmental due diligence documentation for FAA F&E facilities that are associated with this project.
8. Develop disposal plan for excessing FAA equipment impacted by Sponsor's project. The specifics of the disposal plan will be included in a future agreement if required .
9. Ensure modifications to the Frequency Transmitting Authorizations are appropriately processed.
10. Provide engineering as required for FAA Resident Engineer (RE) or installation Technical Onsite Representative (TOR).
11. Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project that affects FAA systems or equipment.
12. The FAA will provide comments to the 30%, 60%, 90%, 100% design plans and specifications packages. The Sponsor's design plans and specifications are not final until the FAA has notified the Sponsor that all the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications and both parties are in agreement.
 - a) 30% and 100% design review comments will be provided within 21 calendar days of receipt of design plans and specifications package.
 - b) 60% and 90% design plans and specifications comments will be provided within 21 calendar days of receipt of design plans and specifications package.
 - c) Design review shall be performed in person for 30%, 60%, 90% and 100%.

Construction/Installation:

1. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.
2. Locate and mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.
3. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with agreed upon scheduling.
4. Provide RE oversight for the Sponsor's project impacting FAA facilities and buried cables, advise Sponsor regarding FAA requirements, and inspect infrastructure being accepted by the FAA. **No work will be accepted unless performed under the oversight of the FAA RE or FAA Engineering Services approved alternate.** It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact the FAA facilities, systems, equipment, and their infrastructure. In furtherance of his/her responsibilities, the FAA RE will:
 - a. Be the FAA's primary point of contact for the Sponsor during the project to ensure that all necessary information is coordinated with the appropriate FAA parties.
 - b. Ensure all reasonable efforts are made to minimize the impact to the FAA operations and existing facilities and overall airport operations.
 - c. Immediately notify the Sponsor's authorized representatives and FAA personnel upon awareness, any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed.
 - d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and any delays in the schedule.
 - e. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project.
 - f. Assist the Sponsor in ensuring compliance with all the FAA rules, regulations, orders, standards, requirements, and agreements.
 - g. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all the FAA field cables, and the exothermic welding of grounding, bonding, and lightning protection connections.
 - h. The presence of the FAA RE does not relieve the Sponsor from complying with the agreed to design, including compliance with all applicable FAA rules, regulations, orders, standards, requirements, and agreements.

The RE does NOT have authority to:

- a. Revoke, alter, or waive any requirement of the design plans and specifications, drawings, or the construction contract let by the Sponsor.
 - b. Act as the contractor's foreman or perform any other duties for the contractor.
 - c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor.
 - d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.
5. A TOR will be available as necessary and available per Agency guidelines during installation, tune up, checkout, optimizing, and flight inspection activities of the project to inspect the installation and observe the establishment of FAA facilities per FAA Orders and specifications.
 6. Provide access to impacted FAA facilities.
 7. Perform the following activities on the below impacted FAA facilities:
 - a. **Installation of Radio Equipment and DC BUS at New SAT-F RTR Site**
 - 1) Procurement and installation of radio equipment racks.
 - 2) Procurement and installation of radios.
 - 3) Procurement and installation of new DC Bus and batteries.
 - 4) Procurement and installation of equipment room interconnecting radio cables.
 - 5) Termination of DC power cables from DC Bus to equipment racks.
 - 6) Termination of AC power cables in racks and radios.
 - 7) Termination power cable from power panel to equipment racks.
 - b. **Installation of SAT-B RBPM at New SAT-F RTR Site**
 - 1) Ship leapfrog Mode-S Calibration Performance Monitor Equipment (CPME) equipment from the FAA Staging Area to site.
 - 2) Identify CPME antenna location on new SAT-F RTR tower. Conduct a precision survey to determine the location.
 - 3) Install CPME equipment cabinet and antenna. Run a 20 amp AC power circuit to the equipment cabinet and use the supplied RF antenna cable from the RTR junction box to the tower to connect the antenna.
 - 4) Coordinate with the SAT Radar SSC, STARS SS and AT to move the location of the CPME in the Mode-S and STARS equipment.
 - 5) Removal of RTBM and cable.
 - 6) "Leap frog" RBPM equipment will be provided by the FAA if required.
 - c. **Installation of Antennas at New SAT-F RTR Site**

- 1) Procurement and installation of radio antennas.
- 2) Termination of antenna cables from junction boxes to antennas.
- 3) Termination of RF cables from Cable demarc to radio racks and radios.

d. Extension of FOTS at New SAT-F RTR Site and SAT-E RTR Site

- 1) Procurement and installation of Fiber Optics Transmission System (FOTS).
- 2) Procurement and installation of equipment room interconnecting Fiber Optic Cables.
- 3) Procurement and installation of power cable from power panels to FOTS racks.
- 4) Reconfigure existing FOTS system to incorporate additional FOTS node.
- 5) Reroute existing Fiber path to accommodate new node.

e. Demolition and Removal of Towers and Buildings at Old SAT-F RTR Site

- 1) Removal of equipment and radios.
- 2) Removal of equipment racks.
- 3) Removal of DC Bus and batteries.
- 4) Coordination of Electrical Power removal and transfer.
- 5) Disposition of old shelter.
- 6) Disposition of antenna towers.
- 7) Disposition of old antennas.
- 8) Lease Agreement amended as required.
- 9) Disposition of old transformers.

C. The Sponsor will perform the following activities:

Engineering:

1. Provide funding sufficient to cover costs associated with the applicable phase of this agreement no later than 30 calendar days prior to commencement or sufficient lead time to support contracting activities, whichever is greater.
2. No work may begin that affects FAA facilities until the design plans and specifications are final.
3. Support Engineering Services availability by not seeking engineering design review support before this Agreement is funded. Should the Sponsor decide to accelerate the schedule ahead of agreed upon dates, Technical Operations technicians and engineers may not be available to support. Thus, this Agreement would have to be canceled, or amended if Tech Ops staff is available to support an accelerated timeline.
4. Perform all appropriate surveys and engineering design for the Sponsor's project impacting FAA facilities, equipment, and infrastructure.
5. Develop the plans and specifications in accordance with FAA standards for the construction of the Sponsor's project and required space for FAA equipment,

with FAA's participation and approval. The Sponsor shall coordinate any interruptions or changes that may have an impact to FAA facilities, systems, and equipment necessitated by the Sponsor's project. Scope of work includes but is not limited to: siting of the facilities; all plot site preparation work (e.g., siting, trenching, grading, filing, foundations, power) in establishing new facilities, shelters and supporting infrastructure.

6. Provide FAA an initial engineering package (50% or greater) no later than 180 days prior to construction. Provide an intermediate engineering package (90% or greater) no later than 150 days prior to construction that has resolved all of the comments and issues identified in the 50% review. Provide a final engineering package (100%) no later than 90 days prior to construction that has resolved all of the comments and issues identified in the 90% review. The Sponsor's design plans and specifications are not final until the FAA has notified the Sponsor that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications. No work may begin that affects FAA facilities until the design plans and specifications have received final approval from the FAA.
7. Coordinate the Sponsor's schedule and construction sequencing plan with the FAA Communication Engineering Center before finalizing the plan to ensure that the Sponsor and FAA are in agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a copy of the Sponsor's schedule within 30 calendar days of the effective date of this Agreement, and updated monthly (or as soon as changes occur), including the following tasks:
 - a. Construction bid
 - b. Construction award
 - c. Construction start
 - d. Construction complete
 - e. Overall construction sequencing schedule, to include FAA facilities and beneficial occupancy date.
8. Provide to the FAA in hard-copy format four (4) sets of 11" x 17", (1/2 size), and four (4) full American National Standards Institute (ANSI) size "D" and one (1) electronic copy using AutoCAD of the complete and finalized Plans and Specifications for the FAA's coordination and review at the agreed-upon design phases. Within 21 calendar days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the FAA below Engineering Center(s), a written response to each of the FAA's comments, suggestions, and requirements. The 100% Plans and Specifications are not final until the Article 4. Technical Engineering Center POC(s), has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the Plans and Specifications.
9. Provide to the FAA final project plans and specifications that incorporates the FAA's comments from the 100% engineering review no later than 21 calendar days after FAA approval of the 100% drawings. The complete/finalized project

drawings and plans and specifications shall be sent to the Engineering Services address listed in this section.

10. Complete the contract, construction bid, and award process for the construction phase of the project using approved FAA plans and specifications for FAA impacted facilities. The project's scope of work will include but not be limited to all plot site preparation work (e.g., trenching, grading, filling, foundations, demolition) and the installation of all necessary equipment and associated infrastructure. Sponsor will not bid the portion of work that includes the FAA equipment and cabling until the FAA has agreed that all of the drawings and specifications are final.
11. No construction associated with this project that affect FAA facilities or equipment may begin prior to receipt of the foregoing FAA design approval. Furthermore, the Sponsor shall advise the FAA immediately of any proposed changes to the "approved" design plans and specifications before and during the project's construction. Before starting any construction, provide four (4) full size sets of the construction package to FAA Engineering Services:

FAA Communications Engineering Center, AJW-2C13
ATTN: Thecla Koffah
10101 Hillwood Parkway Fort Worth, TX 76177
Phone: 817-222-4644 Email: thecla.koffah@faa.gov

FAA Weather Surveillance Engineering Center, AJW-2C11
ATTN: Phong Cao
10101 Hillwood Parkway Fort Worth, TX 76177
Phone: 817-222-5832 Email: phong.cao@faa.gov

FAA Navigational Aids Engineering Center, AJW-2C14
ATTN: Richard Bellows
10101 Hillwood Parkway Fort Worth, TX 76177
Phone: 817 222-4085 Email: richard.bellows@faa.gov

12. Provide any information on hazardous materials or other environmental conditions that may impact the FAA relocated facilities. This information includes, but is not limited to, previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property. The Sponsor agrees to remediate, at its sole cost, all hazardous substance contamination found to impact the proposed FAA facility sites prior to construction and modification to the land rights MOA. In the event that contaminants are discovered on future FAA equipment areas during the course of the FAA's environmental due diligence documentation process, the FAA will require that those areas be remediated. Should this occur, the FAA would coordinate further details with the Sponsor.
13. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form (Outage Request Form) no-less-than 45 calendar days prior to the start of construction that will impact NAS facilities, result in a full or partial runway

closure, or result in a significant taxiway closure. This form is available at <https://oeaaa.faa.gov> under the Forms section on the left pane. This form may also be used to notify the FAA of any changes to the project schedule.

14. Provide a copy of the submitted FAA Form 6000-26 to the Article 4. Technical POC(s).
15. Sponsor shall work with the FAA Airports Region/District Office and submit non-rulemaking airport (NRA) or non-rulemaking (NR) airspace cases for temporary and permanent locations of all buildings and equipment to be placed on the airfield as well as required Airspace cases showing information regarding construction vehicles and equipment during each phase of the project to include all trenching operation locations, truck routes, contractor staging areas, cranes, etc. Sponsor shall respond to all NR/NRA case reviewer questions and comply with all reviewer comments. A “determination letter” must be received and reviewed by the FAA ADO before any construction can begin. Airspace cases can be submitted online via <https://oeaaa.faa.gov>.

Construction/Installation:

1. Provide funding for all activities outlined in this Agreement;
2. Support Engineering Services availability by not seeking Construction/Installation support before this Agreement is funded. Should the Sponsor decide to accelerate the schedule ahead of agreed upon dates, Technical Operations technicians and engineers may not be available to support. Thus, this Agreement would have to be canceled, or amended if Tech Ops staff is available to support an accelerated timeline.
3. Perform the following activities on the below impacted FAA facilities:
 - a. **Installation of Radio Equipment and DC BUS at New SAT-F RTR Site**
 - 1) Procurement and installation of all equipment room junction boxes
 - 2) Provide and install Electrical Distribution Panels cable trays and electrical power infrastructure.
 - 3) Provide and install Field Power Cable to Electrical Distribution Panels.
 - 4) Provide and install Lighting.
 - 5) Provide and install Heating, Ventilation and Air Conditioning
 - 6) Provide funding for support bench, desk, and chair.
 - 7) Provide and install Eyewash Station.
 - 8) Provide and install Grounding, bonding, and Lightning Protection.
 - 9) Provide and install concrete encased duct bank between RTR E and RTR F.
 - 10) Provide and install FOTS inner duct in duct bank between RTR E and RTR F.
 - b. **Installation of SAT-B RBPM at New SAT-F RTR Site**
 - 1) Provide FAA access to any applicable sites.
 - 2) Provide site preparation for RBPM.

c. Installation of Antennas at New SAT-F RTR Site

- 1) Provide and install Antenna mounts.
- 2) Provide and install antenna towers, foundations, and junction boxes.
- 3) Installation of conduit between antenna towers and equipment room.
- 4) Provide and installation of RF cable between equipment antennae and equipment room junction boxes.
- 5) Provide and install Lightning Protection, Grounding, and bonding.
- 6) Provide and installation of personnel access in compliance with FAA standards.
- 7) Provide and install obstruction lights on antenna towers.

d. Extension of FOTS between New SAT-F RTR Site and SAT-E RTR Site

- 1) Construction of new duct bank compliant with FAA standards.
- 2) Provide and installation of fiber optic cables, tested and terminated.
- 3) Provide and install Fiber cross connect boxes and J-boxes in RTRs.

e. Demolition and Removal of Towers and Buildings at Old SAT-F RTR Site

- 1) Removal of old field cables.
- 2) Removal of old shelter.
- 3) Removal of old antennas.
- 4) Restoration of site.
- 5) Power disconnection.

4. Provide the following detailed schedules:
 - a. Construction – The sponsor will provide a detailed schedule of all activities involving FAA impacts no later than 60 calendar days prior to commencing construction. The activities will be delineated by location and phases of construction. Construction requiring FAA oversight shall be phased in such a manner that there are no gaps, which would require multiple return trips.
 - b. Work Schedule – The sponsor will provide a detailed schedule that includes the number of crews, their location and the number of shifts that will be utilized no later than 60 calendar days prior to construction. Update schedule bi-weekly or as soon as changes occur.
 - c. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project.
5. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with scheduling of FAA or its contracted onsite presence.
6. Verify marked FAA power and control cables by hydro excavation within 10 feet on either side of the cable, or hand digging with SSC approval, at

multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and equipment impacted by the project activities in accordance with applicable FAA rules, regulations, orders, requirements, and standards.

7. In the case of a cut cable, the sponsor will replace the damaged cable between termination points. The FAA will participate in a joint inspection of the repaired cable in each hand-hole/manhole for proper racking and tags, as well as grounding and terminations. No splicing of cables allowed except at existing splice locations. Splices will be executed by a licensed electrician with splicing certification.
8. Ensure a splice kit is onsite while working around FAA cabling as outlined in FAA-C-1391 (series).
9. Provide copies of all critical shop drawings, as required.
10. Provide all appropriate documentation on make/models numbers and manuals on all systems installed as required.
11. Notify and coordinate with the FAA all requests to shut down any FAA navigational facilities, systems, or equipment no-less-than 45 calendar days prior to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigational facility, system, or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. A request to shut down a specific FAA navigational facility, system, or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, or pavement or grading work.

Note: No construction work on operational FAA facilities, equipment, and services, including underground facilities, shall be performed during FAA maintenance moratorium periods, which will be provided by FAA.

12. Notify the Article 4 Technical POC(s) at least 60 calendar days in advance of when FAA construction oversight services are required. An RE will be required when any construction associated with or on FAA facilities, systems, or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA RE does not relieve the Sponsor or its contractor from any requirement contained in this Agreement, nor is the RE authorized to change any term or condition of the Agreement without the FAA Contracting Officer's written authorization. **No work will be accepted unless performed under the oversight of the FAA RE.**
13. Provide the FAA unencumbered access to all site areas impacting FAA facilities.
14. Per FAA Advisory Circular 150/5370-12B, the Sponsor must provide and maintain competent technical supervision at the construction site throughout the project to ensure the work conforms to the plans, specifications, and schedules approved by the FAA for the project. Refer to AIP grant Assurance No. 17, Construction Inspection and Approval. The Sponsor must provide adequate construction quality assurance inspection for all

stages of work. This includes adequate documentation of the quality assurance results and reporting on the contractor's work progress. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.

15. To the extent possible, ensure that no other activities or projects at the Airport, scheduled or otherwise, interfere with the FAA's acceptance testing or other scheduled activities.
16. Participate in any and all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities at the end of construction for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions. The FAA will conduct a JAI prior to the commissioning and return-to-service of any FAA system. Exceptions noted as a Sponsor responsibility, will be remedied by the Sponsor no later than 60 calendar days after the CAI/JAI. If exceptions are not corrected within 60 calendar days of the CAI/JAI, the FAA will clear the remaining exceptions and charge the cost to the Sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
17. Provide to the FAA at the time of the CAI, all warranty information and documentation for all FAA facilities, systems, and infrastructure on work done by the Sponsor's contractor, including material and equipment provided, and cable and grounding/ lightning protection system testing.
18. Establish or modify electrical service for any FAA facilities, equipment and systems incorporated in this project and pay for any one-time costs incurred. Also, the Sponsor shall pay any recurring utility charges until the project is completed and accepted by the FAA. The Sponsor must notify the FAA at the end of the project and provide the following essential information, so that FAA can initiate the transfer of the electrical service account:
 - a. Name, address, and phone number of local electrical service supplier.
 - b. Service address, meter number, and account number.
 - c. Any related information such as service type, estimated energy consumption, and copies of monthly billing charges.
19. Provide the FAA Central Service Area Communications Engineering Center Manager Thecla Koffah three (3) sets of ANSI size "D" of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using AutoCAD format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the "As-Built" drawings within 60 days of completion of the project, as required by this Agreement, the FAA will complete the "As-Built" drawings and bill the Sponsor. The As-Built drawings must show what was actually built, not just the proposed construction.

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: N/A and the grant number is: N/A. 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 Central Service Area, Planning and Requirements Group will provide administrative oversight of this Agreement. **Miguel Negrete** is the Lead Planner and liaison with the Sponsor and can be reached at **817-222-4619** or via email at miguel.negrete@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 Central Service Area Communications Engineering Center will perform the scope of work included in this Agreement. **Thecla Koffah** is the Communications Engineering Center Manager and liaison with the Sponsor and can be reached at **817-222-4644** or via email at thecla.koffah@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. The FAA Central Service Area Weather Surveillance Engineering Center will perform the scope of work included in this Agreement. **Phong Cao** is the Weather Surveillance Engineering Center Manager and liaison with the Sponsor and can be reached at **817-222-5832** or via email at phong.cao@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.
4. The FAA Central Service Area Navigational Aids Engineering Center, Fort Worth will perform the scope of work included in this Agreement. **Richard Bellows** is the Manager, NavAids Engineering Center and liaison with the Sponsor and can be reached at **(817) 222-4085** or via email at richard.bellows@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.
5. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Bradley. K. Logan** who can be reached at **817-222-9395** or via email at brad.logan@faa.gov.

B. Sponsor:

City of San Antonio
Susan St. Cyr, P.E., Special Projects Manager
10100 Reunion Place, Suite 300

San Antonio, Texas 78216
Telephone: (210) 207-3559
Email: Susan.StCyr@sanantonio.gov

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. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.
- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

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

TABLE 1: PROCUREMENT OF COMMUNICATIONS AND UPS EQUIPMENT

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
RTR System, Antennas, Equipment Racks and Radios	\$560,000.00
FOTS Equipment System including ancillary items and cable	\$360,000.00
Telecommunications (?) FTI or FENS	TBD
DC Bus (Direct Current) and batteries and Cables	\$150,000.00
Non-Labor Subtotal	\$1,070,000.00
Non-Labor Overhead	\$85,600.00
Total non-Labor	\$1,155,600.00
TOTAL ESTIMATED COST	\$1,155,600.00

TABLE 2: LABOR AND ASSOCIATED COSTS

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4010, WB4020, WB4050, WB4060, WB4070 - Engineering Support	\$583,130.64
WB4030 - Environmental Support	\$7,799.40
WB4050 - SSC Support	\$15,177.60
Labor Subtotal	\$606,107.64
Labor Overhead	\$120,494.20
Total Labor	\$726,601.84
Non-Labor	
WB4010, WB4020, WB4050, WB4060, WB4070 - Engineering Travel	\$157,366.00
WB4030 Environmental Travel	\$2,228.00
Environmental Testing	\$10,000.00
TSSC Labor	\$900,000.00
CPME Antenna Survey	\$2,500.00
CPME Equipment Shipping	\$1,000.00
Supplies/Materials	\$2,500.00
Non-Labor Subtotal	\$1,075,594.00
Non-Labor Overhead	\$86,047.52
Total non-Labor	\$1,161,641.52
TOTAL ESTIMATED COST	\$1,888,243.36

TABLE 3: TOTAL ESTIMATED COST FOR AGREEMENT

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Table 1: Procurement of Communications and UPS Equipment Estimated Costs	\$1,155,600.00
Table 2: Labor and Associated Estimated Costs	\$1,888,243.36
TOTAL ESTIMATED COST	\$3,043,843.36

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 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, except as described in section D of this Article. 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 is:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex (overnight) is:

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73125

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

City of San Antonio
Attn: Susan St. Cyr, Special Projects Manager
10100 Reunion Place, Suite 300
San Antonio, Texas 78216
Telephone: (210) 207-3559
Email: Susan.StCyr@sanantonio.gov

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.
- E. The FAA will provide the Sponsor a quarterly Statement of Account of costs incurred against the advance payment.
- F. 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. The Sponsor's maximum liability for contractor claims is the same amount as the total estimated cost of the Agreement, including modifications. For example, if the total estimated cost of a reimbursable agreement, including modifications was \$100,000.00, the sponsor's liability for contractor's claims would be limited to \$100,000.00. Thus, in the example, the sponsor's total maximum liability under the reimbursable agreement would be \$200,000.00.

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 one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. 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. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, 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**

CITY OF SAN ANTONIO

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____