

No. 16614

**UNITED STATES OF AMERICA
and
DOMINICAN REPUBLIC**

Memorandum of agreement relating to technical services in equipment installations and airport facilities (with annexes). Signed at Washington on 6 May 1976 and Santo Domingo on 28 May 1976

Authentic texts: English and Spanish.

Registered by the United States of America on 27 April 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE DOMINICAINE**

Mémorandum d'accord portant sur la fourniture de services techniques relatifs à l'installation de matériels et de dispositifs pour aéroport (avec annexes). Signé à Washington le 6 mai 1976 et à Saint-Domingue le 28 mai 1976

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 27 avril 1978.

MEMORANDUM OF AGREEMENT¹

Agreement WO-I-139

Between the UNITED STATES OF AMERICA, represented by the FEDERAL AVIATION ADMINISTRATION (hereinafter referred to as the FAA), an official Agency of the Government of the United States of America, located in Washington, D.C., and the CENTRAL BANK OF THE DOMINICAN REPUBLIC (hereinafter referred [to] as The Bank), an Institution of the Dominican State, organized in accordance with law No. 6142 as amended, dated 29th December 1962, with residence in the building located on the site bounded by the streets: Pedro Henríquez Ureña, Ave. México, Leopoldo Navarro y Federico Henríquez y Carvajal, in this city, which is represented for purposes of this present Agreement by Dr. Diógenes H. Fernández, Dominican, married, adult, resident in this city, with Personal Identification No. 35543, 1st Series, with income stamp duly renewed, in his capacity of Governor of said Banking Institution;

WHEREAS, the FAA is able to furnish directly technical services as specified in this Agreement, and in Annex A, which forms part of the same to be applied at Puerto Plata International Airport which is being built at the site named "La Unión", which services have been requested by The Bank, on a reimbursable basis; and

WHEREAS, Section 305 of the Federal Aviation Act, as amended, authorizes and directs the FAA Administrator to foster and encourage the development of civil aeronautics and air commerce in the United States and abroad; and Section 5 of the International Aviation Facilities Act authorizes the FAA to perform services for foreign governments;

NOW, THEREFORE, the FAA and The Bank mutually agree as follows:

Article I. SCOPE OF WORK

The services to be provided by the FAA are described in detail in Annex A which forms a part of this Agreement, and fall into three consecutive phases consisting of the necessary assistance in the pre-contract award phase, post-award and surveillance of equipment installation, and final facility acceptance and flight inspection commissioning check of the equipment installations and airport facilities, which include the following:

- A. VOR/DME
- B. VHF Air-Ground Communication
- C. Telecommunications
- D. Airport Control Tower Console and Weather Equipment.

For the carrying out of all these services the FAA will select qualified specialists and will obtain the prior approval of The Bank before assigning persons to the work described in Annex A.

¹ Came into force on 20 May 1976 by signature, in accordance with article VII.

Article II. ESTIMATED COSTS AND METHOD OF PAYMENT

A) The Bank will reimburse FAA for all costs incurred under this Agreement and will provide local support to the FAA in accordance with Article IV of this Agreement. The amounts to be reimbursed the FAA will include: all salaries, benefits, and other compensation for FAA personnel; all travel, per diem, and related costs; for flight inspection activities, the amounts set forth in Annex B to this Agreement; and any other costs incurred by the FAA in the furnishing of services hereunder.

B) A detailed estimate of the amount of the costs to be incurred by the FAA in performing services under this Agreement is set forth in Annex C. Notwithstanding such estimate, The Bank will pay actual costs incurred pursuant to the foregoing paragraph.

C) The FAA will arrange for all services of its personnel under this Agreement, including related disbursements, in accordance with FAA regulations and practices with subsequent reimbursement by The Bank.

D) Bills for payment will be presented by the FAA Accounting Operations Division, AAA-200, Washington, D.C. 20591.

E) The Bank hereby designates the Department for the Development of Tourism Infrastructure (INFRATUR), a component of The Bank, as the office to which the FAA will render bills for payment.

F) The INFRATUR will make payment to FAA in United States dollars within thirty (30) days from receipt of FAA billings by check made payable to the Federal Aviation Administration.

Article III. COMMENCEMENT OF THE SERVICES

The FAA undertakes to commence the services no later than forty-five (45) days following the signature of the present Agreement by both parties.

Article IV. LIABILITY

The Bank agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The Bank further agrees to hold the United States, the FAA, and any instrumentality or officer of the United States harmless against any claim by third persons for personal injury, death, or property damage arising out of work under this Agreement.

For the purposes of the flight inspection activities to be provided under this Agreement, the term "work under this Agreement" in this Article includes, in addition to the particular flight inspection services provided under this Agreement, the operation of flight inspection aircraft while performing such services, and the operation of such aircraft in connection with such services within the Dominican Republic's territorial boundaries or within airspace in which air traffic services are provided by the Dominican Republic.

Article V. AMENDMENTS

Any change in this Agreement will be formalized by an appropriate amendment which will specify the nature of the change and be signed by both parties to the original Agreement.

Article VI. OBLIGATION OF THE BANK

The Bank will make available to the FAA all data and previous reports on the airport and arrange access to any other sources of information which may be necessary for the proper execution of the work. When FAA needs the cooperation of other Dominican Government agencies and departments, The Bank will effect the required liaison. The Bank will provide the FAA in its offices in Puerto Plata furnished office accommodations, including secretarial, telex, and telephone facilities.

Article VII. DURATION, TERMINATION

The Agreement will become effective upon signature by both parties and will remain in effect for three (3) years, unless terminated at any time by either party by giving three (3) months' notice in writing.

Article VIII. LANGUAGE

The present Agreement will be written in English and Spanish with two original copies in each language. In case of disagreement on the interpretation of any articles, the English version will have precedence.

Article IX. DOMICILE

For all intents and purposes of this present Agreement the parties elect the following domicile:

- A) The Bank in its offices located in the streets: Pedro Henríquez Ureña, Ave. México, Leopoldo Navarro y Federico Henríquez y Carvajal.
- B) The FAA in its headquarters offices at 800 Independence Avenue, Washington, D.C. 20591, United States of America.

Article X

The present Agreement will be signed in the United States and in the Dominican Republic.

MADE and SIGNED in four (4) original copies, for all effects the same, in English and Spanish, three (3) for The Bank and one (1) for the FAA, in Santo Domingo, Capital of the Dominican Republic, on [28] of May 1976.

The Central Bank
of the Dominican Republic
By the Central Bank:

[Signed]

By: Dr. DIÓGENES H. FERNÁNDEZ

Title: Governor

Date: 28 mayo 1976¹

The United States of America
Department of Transportation
The Federal Aviation Administration:

[Signed]

By: CHARLES O. CARY

Title: Assistant Administrator for
International Aviation Affairs

Date: May 6, 1976

¹ 28 May 1976.

ANNEX A TO AGREEMENT WO-I-139

SCOPE OF WORK

1. *Phase I — Pre-Award*

- a) Assist Consultant with review of technical specifications for equipment to be included in bid package.
- b) Review Invitation For Bids (IFB) to ensure completeness and conformity with technical specifications.
- c) Analyze bid submissions and advise Consultant of conformity with technical specifications.

2. *Phase II — Post-Award*

- a) Provide periodic surveillance of all facilities during construction and installation.
- b) Participate in final acceptance inspection to ensure equipment meets technical specifications.

3. *Phase III — Facility Acceptance*

- a) Flight inspection of VOR/DME and communications facilities.
- b) Assist in operational tests of equipment and installations.

ANNEX B TO AGREEMENT WO-I-139

FLIGHT INSPECTION

1. *Description of Services*

The FAA will perform a commissioning flight inspection of the Voice Omni Range (VOR), Distance Measuring Equipment (DME), and Communications equipment at Puerto Plata International Airport, Puerto Plata, Dominican Republic, on a mutually agreed upon schedule and date, under the following conditions:

- A. Ground equipment will be in suitable condition for flight inspection on the scheduled dates.
- B. The flight inspection procedures used will conform to the *ICAO Manual on Testing of Radio Navigation Aids*, Doc. 8071.
- C. Within thirty (30) days following completion of the flight checks, FAA will provide the INFRATUR with a written report specifying the results of the flight inspection, together with the appropriate recordings. In addition, the results of the flight check will be orally reported immediately after completion of the flight check.
- D. An employee designated by the INFRATUR may accompany the aircraft during any or all phases of the flight inspection mission at the discretion of the aircraft commander, if space is available. No charge will be made for his carriage and no insurance will be provided covering him.
- E. Prior to the flight inspection, the FAA will be provided with a carnet, laissez-passer or invitation from the INFRATUR, which will serve the following purposes:
 1. constitute a waiver of airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charges for flight inspection performance;
 2. obviate the posting of bonds, technical equipment declarations, inventories, and customs and other entrance and departure formalities.
- F. The INFRATUR will provide all clearances for aircraft and crew as required by the Dominican Republic law and regulations.

G. The INFRATUR will provide the following:

1. a responsible electronics engineer to be present at the facility during all flight inspection operations.
2. detailed charts of the areas to be covered during flight inspection. Charts to scale of 1:50,000 should be provided for the immediate area and 1:250,000 to a radius of approximately 50 nautical miles.

2. *Payment*

The INFRATUR will reimburse the FAA for flight inspection services performed under this Agreement at the rate of \$945 (United States dollars) per operating flight hour for light jet aircraft and \$724 (United States dollars) per operating flight hour for FAA CV-580 aircraft. The FAA will determine type of aircraft to be used based on availability.

On the condition that the systems to be flight checked are a standard dual equipment VOR/DME and VHF communications, the estimated inspection flight time for the system is twenty hours. Charge for en route flight time to and from the Dominican Republic will also be charged and will be pro-rated among users if the inspection is accomplished during a scheduled trip to the Caribbean area.

ANNEX C TO AGREEMENT WO-I-139

COST ESTIMATES

1. *Phase I — Pre-Award*

a) Assistance with specifications. Three employees, three weeks each in Washington, D.C.	\$ 9,000
b) Review of Invitation For Bids (IFB). Two employees for two weeks each in Washington, D.C.	\$ 4,100
c) Analyze bid proposals and advise Consultant. Two employees, two weeks each in Washington, D.C.	\$ 4,600
One employee, one week in Dominican Republic	\$ 1,400
PHASE I TOTAL	\$19,100

2. *Phase II — Post-Award*

a) Provide periodic surveillance of facility installation in Dominican Republic	
Two employees, one week each	\$ 2,700
One employee, one week	\$ 1,400
Two employees, one week each	\$ 2,700
b) Facility acceptance in Dominican Republic	
One employee, one week (VOR/DME)	\$ 1,400
One employee, one week (Comm.)	\$ 1,400
One employee, one week (Teletype)	\$ 1,400
PHASE II TOTAL	\$11,000

3. *Phase III — Facility Acceptance*

a) Flight inspection estimated at 20 hours flight time	\$22,000
b) Turn over of facilities to the Dominican Republic, one employee, one week	\$ 1,400
PHASE III TOTAL	\$23,400

4. Transportation	
a) Car rental in Dominican Republic, eight weeks	\$ 3,000
5. <i>FAA/Washington Support</i>	\$ 2,000
	<div>GRAND TOTAL</div>
	<div>\$58,500</div>