NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

CITY OF JOPLIN
JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Joplin, Missouri (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 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 the City of Joplin, Missouri.

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 to provide FAA design review and construction oversight for the Sponsor's project to reconstruct Runway 18-36 on Joplin Regional Airport (JLN) at Joplin, Missouri. This project will include the following:

1. Installation of a 190' runway blast pad adjacent to the Runway 18 (JQX) Medium Intensity Approach Light System with Runway Alignment Indicator Lights (MALSR) and Runway edge lights, protecting Runway 18 MALSR power cables with split-duct under the blast pad;
2. Remove the access road for Runway 18 and 36 Precision Approach Path Indicator (PAPI) from the edge of the Runway to the PAPI;
3. Increase the Runway 36 PAPI height due to proposed runway elevation increase;
4. Grading in the Localizer Critical Area for Runway 18.

The FAA will provide design reviews and construction oversight for the following:

1. Runway 18 MALSR power cables protection with split-duct under the blast pad, and the removal or relocation of the Runway 18 MALSR access road affected by the Runway 18 blast pad construction;
2. Removal of the Runway 18 and 36 PAPI's access roads between the PAPI and the edge of the runway;
3. Adjustment of Runway 36 PAPI height due to elevation change;
4. Flight Check for Runway 36 PAPI and Runway 18 Localizer.

This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

FAA Engineering and Construction Support for the Runway 18-36 Reconstruction at Joplin Regional Airport (JLN)

B. The FAA will perform the following activities:

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. Provide applicable FAA directives, specifications, drawings, and other information required to assist the Sponsor in designing and preparing the site specific plans and specifications for the project.

3. Perform engineering design reviews of the Sponsor's construction and installation activities in support of the Sponsor's project. Review the Sponsor's design plans for the relocation of the Runway 18 MALSR access road, removal of the Runway 18 PAPI access road, and removal and re-installation of the Runway 36 PAPI. The FAA will provide three review cycles, one each at 50%, 90%, and 100%. The FAA will require 21 calendar days for review of the 50% and 100% packages, and 60 calendar days for review of the 90% submission. The Sponsor's design plans and specifications are not final until the FAA Contracting Officer has notified the Sponsor in writing that all of the FAA's comments, suggestions, and

requirements have been incorporated into the design plans and specifications. No work may begin that affects FAA facilities until the design plans and specifications are final.

4. Electronically locate and physically 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.

5. Perform an Environmental Due Diligence Audit (EDDA) for FAA F&E facilities associated with this project.

6. Provide a Resident Engineer (RE) to oversee all construction phases of the project necessary to protect services to affected FAA facilities, systems, and equipment. No work will be accepted unless performed under the oversight of the RE. It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact FAA facilities, systems, equipment, and their infrastructures. In furtherance of these responsibilities the RE will:

    a. Be the FAA's primary point of contact for the Sponsor 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 FAA operations and existing facilities;
    c. Notify the Sponsor and FAA personnel about 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, or the drawings, and of any delays in the schedule;
    e. Keep a construction diary and provide weekly status reports on the FAA facilities, systems, and equipment affected by the project; and
    f. Ensure compliance with all 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 FAA field cables; and the exothermic welding of grounding, bonding, and lightning protection connections; and
    h. Provide RE services during all construction phases of the project necessary to establish or restore services to affected FAA facilities, systems, and equipment.

    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 or sponsor;
c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor; or
d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.

7. Review and approve the "As-Built" drawings submitted by the Sponsor for that portion of the construction project that includes FAA facilities, systems, equipment, or infrastructure.

8. Participate with the Sponsor in all Contractor Acceptance Inspections (CAIs) and Joint Acceptance Inspections (JAIs) of all FAA impacted facilities for the purpose of identifying any deficiencies or corrections required (these are also referred to as "exceptions").

9. Participate in, coordinate, and perform all activities associated with the restoration of all affected FAA facilities, systems, and equipment.

10. **Execute these activities for Runway 18 MALSR:**

    a. Review the Sponsor's engineering designs for the runway blast pad adjacent to the Runway 18 MALSR;
    b. Perform construction oversight, inspect and technically support the Runway 18 MALSR power cables protection with split-duct under the blast pad;
    c. Inspect and technically support the removal or relocation of access roads where required due to blast pad construction for the Runway 18 MALSR;

11. **Execute these activities for Runway 36 PAPI:**

    a. Review the Sponsor's engineering designs for the removal and reinstallation of the PAPI lamp housing assemblies (LHA's);
    b. Perform construction oversight, inspect and technically support the removal, reinstallation and alignment of the existing PAPI;
    c. Verify Air-to-Ground/Ground-to-Ground controls function properly;
    d. Inspect and provide technical support for the final grading of the site;
    e. Inspect and provide technical support for the removal of Runway 18 and 36 access roads from the PAPI to edge of the runway;
    f. If required by proposed grading changes inspect and provide technical support for the construction of maintenance pads, and walkways where required;
    g. If required by proposed grading changes inspect and provide technical support for the reconstruction of LHA foundations;
    h. Coordinate and participate in adjustment and flight check operations with the Sponsor.

C. The Sponsor will perform the following activities:

1. Provide funding for all activities outlined in this Agreement;

2. Prior to the commencement of any construction, the Sponsor must grant necessary land rights and enter into or modify a no-cost land Memorandum of Agreement (MOA) with the FAA for identified facilities (new or relocated) for a 20-year term. The land rights granted within airport boundaries are to include, but not limited to essential land sites, and associated easements for any access road, cable route and/or restricted critical areas. The Sponsor must have an all land rights no-cost Memorandum of Agreement, including easements, fully executed between the Sponsor and the FAA prior to the commencement of any construction under this agreement. Also, each party has responsibilities to remediate all identified hazardous substance contamination defined in provisions of the MOA.

3. Facilitate, document, and mitigate issues identified by the FAA in a timely manner;

4. Coordinate schedule and construction sequencing plan with the FAA Construction/Installation Center before finalizing it 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 schedule within 30 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. Dates for work on buried infrastructure the FAA is to assume;
    e. Construction complete;
    f. Overall construction sequencing schedule, to include FAA facilities; and
    g. Runway commissioning dates.

5. Survey and provide drawings of areas involved with FAA work including all equipment critical or image forming areas.

6. Provide to the FAA detailed information, exhibits, diagrams, drawings, photographs, plans, elevations, coordinates and heights for all of the proposed, planned, or related projects at the airport.

7. Submit Airspace Obstruction Evaluations for the proposed location of all impacted FAA systems and shelters and any construction activities requiring separate review and approval.

8. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of any 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 on the Obstruction Evaluation/Airport

Airspace Analysis website. This form may also be used to notify the FAA of any changes to the project schedule.

9. Provide to the FAA three sets of ANSI size "D" design drawings of the project's plans and specifications in hard-copy and electronic drawing file, using Microstation format for the FAA's coordination and review at the 50%, 90%, and 100% design phases. Provide the FAA 100% design phase plans and specifications in electronic file, using Microstation format. The FAA will require 21 calendar days for review of the 50% and 100% packages, and 60 calendar days for review of the 90% submission. Within 21 working 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 a written response to each of the FAA's comments, suggestions, and requirements. The FAA Contracting Officer will notify the Sponsor in writing when the drawings and specifications are final. No work may proceed that affects operational FAA facilities until the drawings and specifications are final.

10. Complete design and construction in accordance with all FAA, state, and local requirements.

11. Complete the contract, offer, and award process for the construction phase of the project using FAA-approved plans and specifications for FAA impacted facilities.

12. Before starting any construction, provide 3 copies of each construction package to:

    FAA NAVAIDS
    Engineering and Construction/Installation Center
    Attn: Matt Sibert
    AJW-2C14H, Manager
    901 Locust St.
    Kansas City, MO 64106
    Phone: 816-329-3536
    Email: Matt.Sibert@faa.gov

13. Provide to the FAA final project plans and specifications as soon as they are issued. The complete/finalized project plans and specifications shall be provided to the FAA no later than 30 days prior to the start of the construction project. The complete/finalized project drawings and plans and specifications shall be sent to the NavAids Engineering Center address. No work may be performed that affects any FAA systems or facilities until copies of the final drawings are fully approved, signed, and returned to the Sponsor. Advise the FAA of any proposed changes before and during construction.

14. Execute these activities for the Runway 18 MALSR:

a. Construct split-duct banks under the Runway 18 blast pad to protect the Runway 18 MALSR power cables;
b. As necessary relocate or remove access roads for the Runway 18 MALSR affected by the Runway 18 blast pad installation.

15. **Execute these activities for Runway 36 PAPI**:

    a. Submit engineering designs for FAA review and approval for the removal and reinstallation of the PAPI LHA's;
    b. Remove and reinstall PAPI LHA's and mounting hardware per approved drawings;
    c. Aim PAPI LHA's and set tilt switch;
    d. Provide and install power cables, and control cables including intra-cabling and grounding conductors;
    e. All power and control cable shall be tested for insulation resistance per the FAA specifications in the presence of the FAA RE;
    f. Verify that the PAPI will operate normally in local and remote control. Test the photocell;
    g. Construct final grading of new sites, removing access road from the Runway 36 PAPI to the runway;
    h. Participate in the adjustment and flight inspection activities;

16. Notify and coordinate with the FAA all requests to shut down any FAA navigation facilities, systems, or equipment no less than 45 days prior to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigation 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 navigation facility, system, or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, or pavement or grading work.

17. Verify marked FAA power and control cables by hand digging 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.

18. Provide copies of all critical shop drawings, as required.

19. Notify the FAA NAVAIDS Construction & Installation Manager – Kansas City, Matt Sibert, via email at: Matt.Sibert@faa.gov, 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. Any work performed on FAA infrastructure in the absence of an FAA RE shall be documented with photographs and an explanation of what was done and why the work could not wait for the FAA RE to be present and provided the RE upon his/her return.

20. Ensure its Contractor maintains an adequate inspection system and performs work in accordance with the requirements of this Agreement. The Sponsor's contractors shall maintain complete inspection records and make them available to the FAA. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.

21. Participate in a joint inspection of the relocated FAA facilities and prepare a plan for the correction of any items identified as not acceptable to the FAA.

22. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.

23. For any items completed by the FAA, the Sponsor will pay the FAA in advance.

24. Provide information on hazardous materials and other environmental conditions that may impact the relocated FAA facilities, including previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property.

25. Provide the FAA unencumbered access to all site areas.

26. Provide to the FAA at the time of the CAI all warranty information and documentation on the FAA facilities, systems, and equipment work done by the Sponsor's contractor, including material and equipment provided, and cable and grounding/ lightning protection system testing.

27. 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; and
    c. Any related information such as service type, estimated energy consumption, and copies of monthly billing charges.

28. Provide a secure and weather-protected dry storage site or facility as required for all FAA equipment once the equipment is removed from its existing location until the equipment is reinstalled or reclaimed.

29. Provide the FAA three sets of ANSI size “D” of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using Microstation 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.

30. 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 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. This form may also be used to notify the FAA of any changes to the project schedule.

31. This agreement is in whole or in part funded with funding from an AIP grant [X] Yes [ ] No. If Yes, the grant date is: TBD and the grant number is: TBD. 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 will provide administrative oversight of this Agreement. Vinh Nguyen is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4618 or via email at Vinh.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.

2. The FAA Central Service Area, Kansas City NavAids Engineering Center will perform the scope of work included in this Agreement. Matt Sibert is the Kansas City NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (816) 329-3536 or via email at Matt.Sibert@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, Bradley K. Logan who can be reached at (817) 222-4395 or via email at Brad.Logan@faa.gov.

Sponsor:

City of Joplin
Steve Stockam – Joplin Airport Manager
602 S Main Street
Joplin, MO 64801
(417) 623-0262
sstockam@joplinmo.org

Sponsor's Engineering Contact:
Tom Morris – CMT Senior Aviation Engineer
One Memorial Drive, Suite 500
St. Louis, MO 63102
(314) 751-9080
tmorris@cmtengr.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. 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:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering	$59,050.00
WB4030 Environmental	$14,500.00
Labor Subtotal	$73,550.00
Labor Overhead	$11,645.42
Total Labor	**$85,195.42**
Non-Labor	
WB4020/4050 Travel	$11,300.00
WB4050 Resident Engineer	$50,000.00
WB4070 Flight Check	$19,500.00
Drafting	$5,000.00
Non-Labor Subtotal	$85,800.00
Non-Labor Overhead	$6,864.00
Total Non-Labor	**$92,664.00**
TOTAL ESTIMATED COST	**$177,859.42**

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 612
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 of Joplin
Steve Stockam – Joplin Airport Manager
602 S Main Street
Joplin, MO 64801
(417) 623-0262
sstockam@joplinmo.org

A. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

B. 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.

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. 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 JOPLIN, MISSOURI**	
SIGNATURE		SIGNATURE	
NAME	Bradley K. Logan	NAME	Steve Stockam
TITLE	Contracting Officer	TITLE	Joplin Airport Manager
DATE		DATE	