

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF AMES
AMES MUNICIPAL AIRPORT
AMES, IOWA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Ames**, (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 FAA has determined that this project is construction or alteration at an airport as to which notice is required under section 77.9 of title 14, Code Federal Regulations.

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 Ames**.

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 perform engineering design review and Contractor Acceptance Inspection(s) (CAI) activities associated with the Sponsor's project to reconstruct Runway (RWY) 1/19. The planned project will potentially impact FAA National Airspace Systems (NAS) facilities including the RWY 1 Glide Slope (EEE GS), RWY 1 Localizer (EEE LOC), RWY 1 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (EEE MALSR), and the associated FAA

underground cabling and infrastructure. This Agreement provides funding to the FAA from the Sponsor to establish FAA services in support of the Sponsor's project. This agreement provides engineering review of this project, construction acceptance inspection, and local technical support as deemed necessary for protection of the FAA field cabling and associated facilities impacted by the RWY 1/19 construction. 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. No construction work shall be performed involving FAA facilities, systems, and equipment during FAA maintenance moratorium periods, which will be provided by FAA. Waivers will not be approved during the FAA moratorium. The Sponsor will be required to provide all engineering designs, and FAA will provide engineering review and CAI support.

Therefore, this Agreement is titled:

Ames, IA (AMW) - FAA Support for RWY 1/19 Reconstruction at Ames Municipal Airport.

B. The FAA will perform the following activities:

Engineering:

1. The FAA will provide one review of the engineering design and specification package. The FAA will provide comments to the 100% design plans and specifications package. 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 to the satisfaction of the FAA.
2. The FAA will require 60 calendar days for review of the design plans submission. FAA comments to the 100% design will be provided within 60 calendar days of receipt of the design plans and specifications package.

Construction/Installation:

3. 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 SSC oversight.
4. Provide access to impacted FAA facilities.
5. Participate in any and all Contractor Acceptance Inspection(s) (CAI) and conduct a 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.

6. The FAA SSC will participate with the Sponsor in flight inspections involving FAA maintained equipment.
7. FAA shall make reasonable efforts to perform under this agreement in a cost-effective manner, consistent with the estimated costs in this Article 7, Public Law 114-307, the FAA Financial Manual, and the FAA Acquisition Management System, as applicable.

C. The Sponsor will perform the following activities:

Engineering:

1. Provide funding for all activities outlined in this Agreement.
2. Provide a full set of the 100% plans, including scaled electronic drawings, showing the proposed work as outlined in item C.12 below. A minimum of one set shall be provided in AutoCAD and .pdf format.
3. Provide a full schedule for the work to be accomplished, including construction activities related to FAA facilities and equipment.
4. Incorporate requirements and recommendations made by the FAA into the design drawings and specifications impacting FAA-owned systems.
5. Support Engineering Services availability by not seeking engineering design review support prior to **November 1, 2026**, and before the RA is executed, funded, and authorized for use. 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.
6. Perform all appropriate surveys and engineering design for the Sponsor's project impacting FAA facilities, equipment, and infrastructure.
7. Develop the plans and specifications for the construction of the Sponsor's project and required space for FAA equipment, with FAA's review 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, filling, foundations, power) in establishing new facilities, shelters and supporting infrastructure.
8. Provide the FAA copies of the proposed grading plan showing the contours and site-grading profile information and all critical areas for navigation, surveillance and weather systems, such as ILS signal-forming areas, for use during facility siting evaluation. Once facilities have been sighted in accordance with FAA siting criteria, specifications, the Sponsor will provide finished grading plans (including the latitude/longitude coordinates of centerline points and elevations to within 3 inches of final grade.)

9. Provide a final design package no later than 90 days prior to construction that has resolved all of the comments and issues identified in the FAA design 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.
10. Provide funding for any mandatory upgrades or modifications to any FAA facility impacted by the Sponsor's project. An example of a required modification is safety-related improvements when a facility is "grandfathered" (i.e., allowed to operate under the original design but required to be compliant with current standards).
11. Provide the Sponsor's schedule and construction sequencing plan to the FAA NAVAIDS 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 engineering design review 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. Runway/Taxiway service available dates;
 - f. Dates when FAA assumes ownership for work on buried infrastructure;
 - g. Each NAVAIDS shelter's Beneficial Occupancy Date (BOD) including when electrical power will be available;
 - h. Dates when FAA support is required for performing tune up of the GS.
 - i. Dates when flight checks of each FAA-owned NAVAIDS and associated FAA support is required;
12. Provide to the FAA in hard-copy format four (4) sets of 11" x 17", (½ size), and four (4) full American National Standards Institute (ANSI) size "D" and one (1) electronic copy using AutoCAD and Adobe (.pdf) format of the Plans and Specifications for the FAA's coordination and review. 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.
13. 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.

14. 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 NAVAIDS Engineering Center – Chicago, AJW-2C14A
ATTN: Luis Dominguez, Manager
FAA Center Regional Office
2300 E. Devon Ave
Des Plaines, IL 60018-4696
(847) 294-7669
luis.n.dominguez@faa.gov

15. 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.
16. 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>.
17. Provide the FAA with access to the project site, including any airport-specific security briefs or driving requirements, for the purposes of site surveys, construction inspection, and other activities.

Construction/Installation:

18. Provide funding for all activities outlined in this Agreement.
19. 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. If such gaps are necessary, the FAA reserves the right to renegotiate the Agreement.

- 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.
- 20. 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.
- 21. Verify marked FAA power and control cables by hydro excavation 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.
- 22. 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.
- 23. Ensure a splice kit is onsite while working around FAA cabling as outlined in FAA-C-1391 and FAA-STD-061A.
- 24. Provide copies of all critical shop drawings, as required.
- 25. Provide all appropriate documentation on make/models numbers and manuals on all systems installed as required.
- 26. The Sponsor shall be responsible for amending any Instrument Flight Procedures and/or airport diagrams impacted by these airfield construction changes.
- 27. The Sponsor will enter into a separate agreement with FAA Flight Program Operations for Flight Inspection of the RWY 1 EFVS, LOC and MALSR as necessary.
- 28. The Sponsor will coordinate Environmental and Flight Procedure approvals/comments through the System Support Center (SSC).
- 29. The Sponsor will coordinate with the SSC regarding the potential for FAA replacement of the Rwy 19 EFVS shelter to ensure any new antenna cable installations are installed to the permanent shelter location.
- 30. 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.

Note: No construction work on FAA facilities shall be performed during FAA maintenance moratorium periods, which will be provided by FAA.

31. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.
32. For any items completed by the FAA, the Sponsor will pay the FAA in advance.
33. Provide the FAA unencumbered access to all site areas impacting FAA facilities.
34. 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.
35. Ensure that no other activities or projects at the Airport, scheduled or otherwise, interfere with the FAA's acceptance testing or other scheduled activities.
36. Notify the FAA 30 days prior to EFGS flight inspection. FAA shall be present for the Sponsor's final EFGS tune-up and flight inspection activities.
37. 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 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.
38. 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.
39. Provide the FAA two 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 and Adobe (.pdf) 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.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Air Traffic Organization, Central Service Area Center, Planning and Requirements Group will provide administrative oversight of this Agreement. Tom Frakes is the Lead Planner and liaison with the Sponsor and can be reached at 816-329-3044 or via email at tom.frakes@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 Chicago NAVAIDS Engineering Center will perform the scope of work included in this Agreement. Luis Dominguez is the Manager of NAVAIDS Engineering Services and liaison with the Sponsor and can be reached at (847) 294-7669 or via email at luis.n.dominguez@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 FAA’s Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395 or via email at brad.logan@faa.gov.

B. Sponsor:

City of Ames
ATTN: Damion Pregitzer
515 Clark Avenue
Ames, Iowa 50010
Telephone: (515) 239-5275
Email: Damion.Pregitzer@cityofames.org

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	
Engineering Support	41,358.90
SSC Support	5,000.00
Labor Subtotal	46,358.90
Labor Overhead	9,216.15
Total Labor	55,575.05
Non-Labor	
Travel	\$7,500.00
Drafting (outsourced)	\$15,000.00
Non-Labor Subtotal	22,500.00
Non-Labor Overhead	1,800.00
Total Non-Labor	24,300.00
TOTAL ESTIMATED COST	\$ 79,875.05

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 delays 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 73169

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

City of Ames
ATTN: Damion Pregitzer
515 Clark Avenue
Ames, Iowa 50010
Telephone: (515) 239-5275
Email: Damion.Pregitzer@cityofames.org

- 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. 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 one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S.C. § 6505, Public Law 114-307, 130 Stat 1523, Dec. 16, 2016. 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 1600.1F applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2, 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 AMES

SIGNATURE _____
NAME Brad Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____