

Agreement Number  
AJW-FN-ESA-18-SO-002472

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**BROWARD COUNTY  
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT  
FORT LAUDERDALE, FLORIDA**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Broward County (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 Broward County.

**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 Project Sponsor is undertaking a major Rehabilitation project for Runway 10L/28R. During the Runway closure, this project will impact the Medium-intensity Approach Lighting System with Runway Alignment Indicator Light (MALSR) light

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bar stations and the Runway Status Lights (RWSL). Both systems will have to be disassembled and re-assembled before and after the runway has been re-surfaced. This Agreement provides funding for the FAA to provide these services. Therefore, this Agreement is titled:

Removal and Reconstruction of the Runway 10L/28R MALSR light bar stations and the components of the RWSL system at Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, Florida

B. The FAA will perform the following activities:

1. Coordinate project activities for FAA tasks.
2. Provide construction oversight for removal & reconstruction of new cans & ducts of the 10L MALSR light bar stations that are in-pavement (3), in new EMAS bed (2), and those requiring just a mast rebuild (2). Construction oversight to include contractor re-cabling of all steady burning stations out to station 14 west of I-95 to the distribution box on south side in between 28R LOC & MALSR shelters.
3. Provide construction oversight for removal & reconstruction of the 28R MALSR light bar stations that are similarly in-pavement (3), in new EMAS bed (3), and one other requiring just a rebuild of its mast. Construction oversight to include contractor re-cabling of all steady burning stations out to station 14 just before RR crossing to the distribution box on north side at MALSR shelter.
4. Provide construction oversight for removal, resetting new cans & ducts, re-cabling (with minimal splicing) all the way back to the shelter, and reinstalling lights for existing Runway Entrance Light (REL's) (11 arrays, 82 lights), one new REL at new Taxiway A4 (1 array, 6 lights) and Takeoff Hold Light (THL's) (2 arrays, 66 lights)
5. Inventory the lights and their controllers (ILC's) before removal by contractor.
6. Program electronic markings for all new cables installed.
7. Coordinate testing and required software changes for the reinstalled RWSL system with FAA second level engineering in OKC.
8. Provide a Technical On-site Representative (TOR) during tune-up of MALSR equipment and restoral of ILS equipment. The TOR will be on-site from the start of the tune up until the facilities pass flight check.
9. Conduct Operational Risk Management (ORM) with local FAA of all affected facilities & operations.
10. Conduct a Contractors Acceptance Inspection (CAI) with the Project Sponsor for each facility.

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11. Perform Return-to-Service flight checks of the Runway 10L/28R MALSR's, ILS's, and Non-Fed PAPIs.
12. Conduct a Joint Acceptance Inspection (JAI) with the Project Sponsor. A formal list of exceptions will be given to the Project Sponsor within 15 calendar days of facility commissioning/restoration. Latent defects may be added to the list of exceptions through the formal process outlined in the JAI Order.
13. Update FAA configuration-controlled drawings (SO-D-102690 series) to reflect all new cable changes.

C. The Sponsor will perform the following activities:

1. Perform all necessary environmental assessments and due diligence audits, and obtain associated permits. Obtain all necessary permits for construction, including those necessary for easements and encroachment. This work also includes meeting all airport security requirements and performing airspace evaluations.
2. Perform removal of the existing MALSR light station cans and semi-flush light fixtures, isolation transformers, and the REL's, THL's, and ILC's of the RWSL system. These items need to be stored in a secured storage facility on the airport.
3. Protect FAA Communication cables that run to the north along the entire length of the runway. There may be cables in the SE corner of north field that need to be relocated.
4. Formally notify the Engineering Services NAVAIDs Implementation Team Manager at (404) 305-7059 a minimum of 30 calendar days in advance of major project milestones for coordination of activities. Major milestones shall include formal design reviews, Notice to Proceed (NTP), changes to the project schedule, and formal inspections. A project schedule must be presented to the FAA in advance of the NTP for planning and tracking purposes.
5. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor.
6. Participate in CAI(s) and final JAI with FAA representatives and correct construction exceptions as noted. If exceptions are not corrected within 45 calendar days, the FAA will clear remaining CAI/JAI 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.
7. Provide "as-built" drawings to the FAA in paper and electronic file transfer form. All field changes must be incorporated into the electronic files before submitting them to the FAA. PDF Files are an acceptable transfer form.

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- D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [ ] No. If Yes, the grant date is: \_\_\_\_\_ and the grant number is: \_\_\_\_\_ . If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

**ARTICLE 4. Points of Contact**

A. FAA:

1. The FAA Eastern Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Gregory Irvin is the Lead Planner and liaison with the Sponsor and can be reached at (404) 305-7164 or via email at [gregory.irvin@faa.gov](mailto:gregory.irvin@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 Eastern Service Area, NAVAIDS Engineering Center will perform the scope of work included in this Agreement. James Baldwin is the NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (404) 305-7059 or via email at [james.baldwin@faa.gov](mailto:james.baldwin@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, Gail Edwards who can be reached at (404) 305-5182 or via email at [gail.edwards@faa.gov](mailto:gail.edwards@faa.gov).

B. Sponsor:

Broward County  
Attn: Mr. Marc Gambrill  
Fort Lauderdale-Hollywood International Airport  
2200 SW 45th Street, Suite 101  
Dania Beach, FL 33312  
(954) 359-6103 ([mgambrill@broward.org](mailto:mgambrill@broward.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

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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 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 that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

In order to ensure that both FAA and the Sponsor have complete and accurate documentation of all property transferred to FAA and subject to this Agreement, the transfer of ownership of such real and personal property to the FAA shall be supported and memorialized by FAA's and the Sponsor's execution of Attachment A (Sponsor Cost and Transfer Certification Form) within ninety (90) calendar days from the date of project completion. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that is included in the Project. The cost data for each item will be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. At FAA's request, all supporting cost documentation shall be made available by the Sponsor within 5 workdays of the request. The FAA shall retain the original copy of Attachment A. A complete copy of Attachment A will be provided to the sponsor upon request.

- 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.

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**ARTICLE 7. Estimated Costs**

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

<b>DESCRIPTION OF REIMBURSABLE ITEM</b>	<b>ESTIMATED COST</b>
<b>Labor</b>	
WB4050 Construction	\$123,060.00
WB4060 Site Prep, Install, Test and Checkout	\$34,000.00
WB4070 JAI/Commissioning/Closeout	\$55,360.00
Labor Subtotal	\$212,420.00
Labor Overhead	\$33,633.17
<b>Total Labor</b>	<b>\$246,053.17</b>
<b>Non-Labor</b>	
WB4050 TSSC Task Order	\$108,000.00
WB4050 FAA Travel	\$45,072.00
WB4060 Installation Materials	\$20,000.00
WB4060 FAA Travel	\$20,610.00
WB4060 Flight Inspection	\$100,000.00
Non-Labor Subtotal	\$293,682.00
Non-Labor Overhead	\$23,494.56
<b>Total Non-Labor</b>	<b>\$317,176.56</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$563,229.73</b>

**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.

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- 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  
Phone 202-267-1307

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

Broward County  
Attn: Mr. Marc Gambrill  
Fort Lauderdale-Hollywood International Airport  
2200 SW 45th Street, Suite 101  
Dania Beach, FL 33312  
(954) 359-6103 (mgambrill@broward.org)

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the

Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the

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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,



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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.

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**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.

**AGREED:**

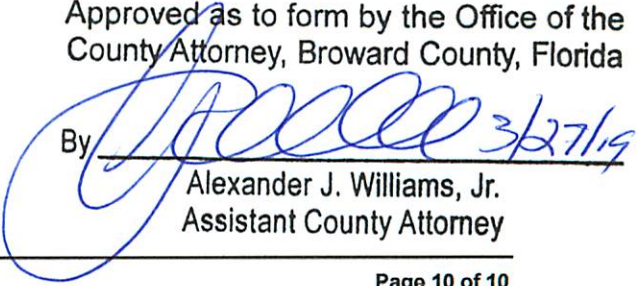
**FEDERAL AVIATION  
ADMINISTRATION**

**BROWARD COUNTY**

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

Approved as to form by the Office of the  
County Attorney, Broward County, Florida

By  3/27/19  
Alexander J. Williams, Jr.  
Assistant County Attorney