

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**TEXARKANA AIRPORT AUTHORITY  
TEXARKANA REGIONAL AIRPORT-WEBB FIELD  
TEXARKANA, ARKANSAS**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Texarkana Airport Authority (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

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

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and the Texarkana Airport Authority.

**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 identify the scope of effort the Parties mutually agree will be required for FAA support of the Sponsor's project to extend Runway 4-22 at Texarkana Regional Airport (TXK). The extension of Runway 4-22 will require the relocation of components of FAA Navigational Aids (NAVAIDs) and cables and infrastructure supporting those systems.

This Agreement provides funding for the FAA to perform site visits, design and engineering reviews impacting FAA NAVAIDs including, but not limited to the Runway 22 Localizer, Runway 22 Glideslope, Runway 4 Visual Approach Slope Indicators (VASI) and the Runway 22 Distance Measuring Equipment (DME). The

FAA and the Sponsor will enter into either an amendment of this agreement or a new agreement to cover the implementation of the project plans developed under this agreement.

FAA Engineering Services involvement in this project is to support the Sponsor's initiative. However, FAA Engineering Services' primary purpose is to protect and ensure continuity of operations of the National Airspace System (NAS). This effort 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 a FAA moratorium.

The amounts necessary for the FAA to support this project are set forth in Article 7, Estimated Cost. Therefore, this Agreement is titled:

***Relocation of FAA NAVAIDS Facilities, Equipment and Cables in Support of the Extension of Runway 4-22 at Texarkana Regional Airport, Texarkana, Arkansas***

B. The FAA will perform the following activities:

1. The FAA will perform Preliminary Design planning activities. This includes technical consultation, site visits, feasibility assessments, Spectrum analysis, project planning, scope definition, development of cost estimate(s), and travel in support of the reimbursable agreement program management.
2. Provide to the Sponsor any requirements and/or recommendations related to FAA facilities impacted by the Sponsor's project.
3. Provide all technical assistance necessary to ensure that the Sponsor's project meets FAA rules, regulations, orders, requirements, and standards.
4. Provide the design layout for new facilities to include footprint for relocated or new equipment, grounding plates, cable trays, lighting fixtures, and power raceways.
5. Provide all FAA standard drawings, specifications, and directives for use by the Sponsor in execution of the project.
6. Meet with the Sponsor as required to coordinate and discuss project planning and engineering.
7. Coordinate with the Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA actions. Also ensure NEPA documentation meets FAA requirements and approvals.
8. Complete HazMat surveys for all applicable FAA facilities on the Airport and provide information to the Airport Sponsor for use in preparing plans for

removal of the FAA facilities and reuse of the airport property. This work will be conducted prior to demolition of the applicable FAA facilities.

9. Complete environmental due diligence documentation for FAA F&E facilities associated with this project.
10. Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project that affects FAA systems or equipment.
11. The FAA will provide comments to the 50%, 90% and 100% design plans and specifications packages. The Sponsor's design plans and specifications are not final until the FAA has notified the Sponsor that all the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications.
  - a. 50% and 100% design review comments will be provided within 21 calendar days of receipt of design plans and specifications package.
  - b. 90% design plans and specifications comments will be provided within 60 calendar days of receipt of design plans and specifications package.
14. Provide access to impacted FAA facilities.
15. The FAA will provide the following NAVAIDS equipment in support of the project:
  - a. Localizer for Runway 22, including antenna array and associated electronic equipment
  - b. Glideslope for Runway 22, including tower, antenna and associated electronic equipment
  - c. Precision Approach Path Indicator (PAPI) to replace Runway 4 VASI
16. With funds provided by the Sponsor in an amendment to this agreement or a subsequent reimbursable agreement, the FAA will obtain a shelter for the Runway 22 Glideslope with associated electronics equipment installed.

C. The Sponsor will perform the following activities:

1. Provide funding sufficient to cover costs associated with the applicable phase of this agreement no later than 30 calendar days prior to commencement or sufficient lead time to support contracting activities, whichever is greater.
2. Provide a full set of plans, including scaled electronic drawings, showing the proposed work.
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 Plans and Specifications impacting FAA-owned systems.
5. Provide survey information and/or documentation to verify the clearance of critical areas and obstruction surfaces relating to FAA facilities. Airspace cases

can be submitted online via <https://oeaaa.faa.gov>.

6. The Sponsor is responsible to provide funding for a fully outfitted shelter for the Runway 22 Glideslope.
7. The Sponsor is responsible for design, engineering and construction of the affected NAVAIDS facilities and infrastructure.
8. The Sponsor is responsible for relocating the existing RWY 22 Localizer shelter and the DME located within
9. 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.
10. Support Engineering Services availability by not seeking engineering design review support before this Agreement is funded. Should the Sponsor decide to accelerate the schedule ahead of agreed upon dates, Technical Operations technicians and engineers may not be available to support. Thus, this Agreement would have to be canceled or amended if Tech Ops staff is available to support an accelerated timeline.
11. Perform all appropriate surveys and engineering design for the Sponsor's project impacting FAA facilities, equipment, and infrastructure.
12. Develop the design plans and specifications for the construction of the Sponsor's project and required space for FAA equipment, with FAA's participation and approval. The Sponsor shall coordinate any interruptions or changes that may have an impact to FAA facilities, systems, and equipment necessitated by the Sponsor's project. Scope of work includes but is not limited to: siting of the facilities; all plot site preparation work (e.g., siting, trenching, grading, filing, foundations, power) in establishing new facilities, shelters and supporting infrastructure.
10. 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 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) 18 months prior to the expected return to service of final locations.
11. Provide FAA an initial engineering package (50% or greater) no later than 180 days prior to construction. Provide an intermediate engineering package (90% or greater) no later than 150 days prior to construction that has resolved all of the comments and issues identified in the 50% review. Provide a final engineering package (100%) no later than 90 days prior to construction that has resolved all of the comments and issues identified in the 90% review. The Sponsor's design plans and specifications are not final until the FAA has notified the Sponsor that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications.

No work may begin that affects FAA facilities until the design plans and specifications have received final approval from the FAA.

12. Coordinate the Sponsor's schedule and construction sequencing plan with 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 design phase, before construction contract award. In addition, provide a copy of the Sponsor's schedule within 30 calendar days of the effective date of this Agreement, and updated monthly (or as soon as changes occur), including the following tasks:
  - a. Construction bid
  - b. Construction award
  - c. Construction start
  - d. Construction complete
  - e. Overall construction sequencing schedule, to include FAA facilities
13. 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 of the complete and finalized Plans and Specifications for the FAA's coordination and review at the agreed-upon design phases. Within 21 calendar days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the FAA below Engineering Center(s), a written response to each of the FAA's comments, suggestions, and requirements. The 100% Plans and Specifications are not final until the Article 4. Technical Engineering Center POC(s) has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the Plans and Specifications.
14. Provide to the FAA final project plans and specifications that incorporates the FAA's comments from the 100% engineering review no later than 21 calendar days after FAA approval of the 100% drawings. The complete/finalized project drawings and plans and specifications shall be sent to the Engineering Services address listed in this section.
15. Complete the contract, construction bid, and award process for the construction phase of the project using approved FAA plans and specifications for FAA impacted facilities. The project's scope of work will include but not be limited to all plot site preparation work (e.g., trenching, grading, filling, foundations, demolition) and the installation of all necessary equipment and associated infrastructure. Sponsor will not bid the portion of work that includes the FAA equipment and cabling until the FAA has agreed that all of the drawings and specifications are final.

16. No construction associated with this project that affect FAA facilities or equipment may begin prior to receipt of the foregoing FAA design approval. Furthermore, the Sponsor shall advise the FAA immediately of any proposed changes to the “approved” design plans and specifications before and during the projects construction. Before starting any construction, provide four (4) full size sets of the construction package to FAA Engineering Services:  

FAA NAVAIDS Engineering Center, AJW-2C14C  
ATTN: Richard Bellows, Center Manager  
10101 Hillwood Parkway, Fort Worth, TX 76177  
Phone: (817) 222-4085  
Email: richard.bellows@faa.gov
17. 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.
19. Complete the NEPA documentation, according to FAA Order 1050.1(series) and coordinate with the FAA for comments/guidance to ensure FAA facilities are included.
20. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form (Outage Request Form) no-less-than 45 calendar days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available at <https://oeaaa.faa.gov> under the Forms section on the left pane. This form may also be used to notify the FAA of any changes to the project schedule.
21. Provide a copy of the submitted FAA Form 6000-26 to the Article 4. Technical POC(s).
22. 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>.

23. The Sponsor will be responsible for design and construction of required infrastructure in support of the NAVAIDS provided by the FAA (paragraphs B. 15 and 16 above).
- D. 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, Air Traffic Organization, Central Service Area, Planning and Requirements Group, NAS Planning Team, will provide administrative oversight of this Agreement. David Hafer is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4875 or via email at [david.w.hafer@faa.gov](mailto:david.w.hafer@faa.gov). This liaison is not authorized to make any commitment, otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA NAVAIDS Engineering Center, Fort Worth, Texas, will perform the scope of work included in this Agreement. Richard Bellows is the NAVAIDS Engineering Manager and liaison with the Sponsor and can be reached at (817) 222-4085 or via email at [richard.bellows@faa.gov](mailto:richard.bellows@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. 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](mailto:Brad.Logan@faa.gov).

**B. Sponsor:**

Texarkana Regional Airport  
Attn: Ferdinand Paul Mehrlich III  
Executive Director of Aviation  
2600 TXK Blvd.  
Texarkana, Arkansas 71854  
Telephone: (870) 774-2171  
Email: [Director@TXKAirport.com](mailto:Director@TXKAirport.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:

<b>DESCRIPTION OF REIMBURSABLE ITEM</b>	<b>ESTIMATED COST</b>
<b>Labor</b>	
Engineering Support	\$33,442.40
Environmental Support	\$13,346.00
Labor Subtotal	\$46,788.40
Labor Overhead	\$9,301.53
<b>Total Labor</b>	<b>\$56,089.93</b>
<b>Non-Labor</b>	
Engineering Travel	\$5,000.00
Environmental Travel	\$1,254.80
Environmental HAZMAT Surveys and Testing	\$20,000.00
Non-Labor Subtotal	\$26,254.80
Non-Labor Overhead	\$2,100.38
<b>Total Non-Labor</b>	<b>\$28,355.18</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$84,445.12</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 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

## **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor, except as described in section D of this Article. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS is:

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

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

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

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

Texarkana Regional Airport  
Attn: Ferdinand Paul Mehrlich III  
Executive Director of Aviation  
2600 TXK Blvd.  
Texarkana, Arkansas 71854  
Telephone: (870) 774-2171  
Email: [Director@TXKAirport.com](mailto:Director@TXKAirport.com)

- 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. Code 6505 Intergovernmental Cooperation Act. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

## **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

## **ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

## **ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

## **ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim

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

#### **ARTICLE 18. Civil Rights Act**

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

#### **ARTICLE 19. Protection of Information**

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

#### **ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

## **ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

### **AGREED:**

#### **FEDERAL AVIATION ADMINISTRATION**

SIGNATURE \_\_\_\_\_  
NAME Bradley K. Logan  
TITLE Contracting Officer  
DATE \_\_\_\_\_

#### **TEXARKANA AIRPORT AUTHORITY**

SIGNATURE Do not sign yet  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_