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, Florida, a political subdivision of the State of Florida.

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.

Revised to add funding for the 10R NAVAIDS

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide funding for the FAA establishment of Navigational Aids (Instrument Landing
Systems (ILS), Medium Intensity Approach Lighting Systems with Sequenced Flashers (MALSF), Runway Visual Range (RVR), Airport Surface Detection (ASDE-X) remote unit equipment, Fiber Optic Transmission System (FOTS) equipment, equipment shelters and other supplementary items for the Runway 10R/28L expansion project at Fort Lauderdale-Hollywood International Airport. The FAA underestimated the costs of the NAVAIDS construction due to unforeseen environmental challenges associated with the installation of the 10R and 28L MALSF stations. Therefore, the FAA requires additional funds as specified in Article 10 to complete solicitation of/and award for construction of the 10R MALSF. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

"Installation of FAA NAVAIDS equipment to Support the Runway 10R-28L Expansion Project at Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, Florida"

B. The FAA will perform the following activities:

1. This agreement covers the installation phase for the following facilities:
   a. Establishment of the Runway 10R Instrument Landing System (ILS), Distance Measuring Equipment (DME), Medium Intensity Approach Lighting System with Flashers (MALSF), and Touchdown Runway Visual Range (TD RVR)
   b. Establishment of the Runway 28L ILS, DME, MALSF, TD RVR
   c. Relocation of Airport Surface Detection Equipment (ASDE-X) Remote Units (RU) #5 and #6.
   d. Establishment of two (2) additional ASDE-X Remote Units.
   e. Establishment of a Fiber Optic Transmission System (FOTS) for FAA facilities serving the expanded Runway 10R-28L.


3. Conduct a Contractors Acceptance Inspection (CAI) with the Project Sponsor for each facility installed.

4. Perform the installation and tune-up of electronics equipment.

5. Perform commissioning flight checks of the Runway 10 and Runway 28 ILSs, DMEs and MALSFs.

6. Perform calibration, system integration and testing of the relocated and newly installed ASDE-X Remote Units.

7. Perform testing and calibration of FAA fiber optics system.
8. Conduct a Joint Acceptance Inspection (JAI) with local FAA personnel and clear all exceptions.

9. Obtain all necessary construction and environmental permits, easements, and encroachment permits.

10. Lease office and storage space for FAA installation personnel during FAA facility construction period.

11. Costs captured in this agreement are based on 90% design plans for WP304/WP305 dated August 29, 2012 and include construction costs for bridge access to 10R MALSF station.

12. Runway 10R MALSF bridge to be constructed by FAA and turned over to Sponsor for maintenance at commissioning.

C. The Sponsor will perform the following activities:

1. The schedule for the runway expansion project is being tracked through the Runway Template Action Plan (RTAP). As agreed to by the FAA and the Broward County Aviation Department, the commissioning date for Runway 10R/28L and the required supporting NAS equipage is September 18, 2014.

2. The Sponsor shall provide access to primary electrical power service to each NAS facility required for the runway expansion project.

3. Provide and maintain access roads to FAA facilities.

4. Formally notify Keith McDonald, Lead Planner, at 404-389-8147, a minimum of 21 calendar days in advance of major project milestones for coordination purposes. Major milestones shall include runway closures, demolition of abandoned FAA facilities, formal acceptance inspections of FAA lease areas, and/or changes to the project schedule.

5. Provide a designated representative who will be readily available to the FAA for the duration of construction. This representative will be responsible for immediately addressing FAA concerns ensuring that FAA concerns are communicated to the Project Sponsor.

6. Provide 5 sets of lease drawings and legal descriptions with electronic version for all new FAA sites associated with this agreement to the FAA Project Manager, Mr. Anthony Sims, for the no-cost lease(s) at FAA facilities supporting the Runway 10R/28L expansion.

7. Sponsor to construct and maintain access roads to all FAA NAVAIDS facilities including Runway 10R and 28L MALSF stations.
8. Sponsor to accept and maintain Runway 10R MALSF bridge at time of runway commissioning.


11. Provide duct under Dania Canal for 10R MALSF.

D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is:_______ and the grant number is:______________.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, NAVAIDS Engineering Center, Communications Engineering Center, and Surveillance Engineering Center will perform the scope of work included in this Agreement. Mr. Anthony Sims is the NAVAIDS Engineering Center Manager and liaison with the Sponsor for the NAVAIDS portion of work and can be reached at (404) 389-8531. 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.

Mr. Joel Sutton is the Communications Engineering Center Manager and liaison with the Sponsor for the Fiber Optic Transmission System (FOTS) portion of work and can be reached at (404) 389-8791. 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 the Agreement.

Mr. Brian Nelms is the Surveillance Engineering Center Manager and liaison with the Sponsor for the Airport Surface Detection Equipment-X (ASDE-X) Remote Unit (RU) portion of work and can be reached at (404) 389-8691. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of the Agreement.

2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Ms. Gail Edwards who can be reached at (404) 305-5182.
B. Sponsor:

Broward County Aviation Department  
Attn: Mr. Steven T. Wiesner, P.E.  
Ft. Lauderdale-Hollywood International Airport  
2200 SW 45th Street, Suite 101  
Dania Beach, FL  33312  
(954) 359-1026

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 become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the 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.

The transfer of ownership of such personal property to the FAA shall be supported by Attachment A (Sponsor Cost and Transfer Certification Form) executed by the Sponsor and FAA. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all personal property that will be 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. Attachment A must be submitted to the FAA within 90 calendar days from the date of official request from the 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 the Sponsor obtained with respect to the assets to be transferred 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, if any, will be considered required hand-off items upon Project completion.

Revised to add funding for 10R NAVAIDS

ARTICLE 7. Estimated Costs

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

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<tr>
<th>Description of Reimbursable Item</th>
<th>Estimated Cost</th>
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<td>Total Cost of Reimbursable Agreement:</td>
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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. Under no circumstances will this Agreement extend 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 full advance payment in the amount stated in Article 7 to the Accounting Division 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.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-5659

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

Broward County Aviation Department
Attn: Mr. Steven T. Wiesner, P.E.
Ft. Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312
(954) 359-1026

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment. A Reimbursable Bill Support List (a summary of cost by object class) will accompany all updates.
E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with the Agreement, but may be modified 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 a modification to the Agreement which includes the FAA’s additional costs. At the discretion of the Sponsor and following written notification from the Aviation Department to the FAA, the FAA shall not proceed with any further work until a modification to this Agreement is signed by the parties. If the Sponsor executes the modification to the Agreement, then the Sponsor agrees to prepay the entire estimated cost of the modification. If the Sponsor executes the modification, The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification 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. With respect to all amounts to be paid by the Sponsor, the FAA shall provide documentation to support the total amount charged to the Sponsor and the FAA shall provide such further documentation of the costs as may be reasonably requested by the Sponsor. If the Sponsor does not desire to enter into any modification of the Agreement requested by the FAA, the provisions of Article 11, Termination, shall be applicable. Any amount due of the final bill will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Sponsor. The refund or final bill submitted by the FAA shall be accompanied by documentation to support the total amount expended and charged to the Sponsor, and the FAA shall provide such further documentation of the reimbursable costs as may be reasonably requested by the Sponsor.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification 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 modification(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 modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.
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. However, the FAA shall ensure the work it performs and property it provides under this Agreement conforms to federal standards, be of good quality and workmanship and free from patent faults or defects.

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.

Notwithstanding the aforementioned, Broward County is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. These provisions shall survive the term of this Agreement.

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. Nothing in this provision shall prevent a party from disclosing information of the other, whether confidential or not, where such disclosure is required by law.

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, 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 modification to this Agreement, the terms of such modification 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 modifications 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.

ARTICLE 22. Update of List of Facilities – Memorandum of Agreement – (DTFASO-06-1-00102)

Upon relocation or addition of facilities under this Agreement, the List of Facilities in that certain Memorandum of Agreement (DTFASO-06-L-00102), between Broward County and the FAA (Real Estate Branch), will be updated by the parties.
AGREED:

FEDERAL AVIATION ADMINISTRATION

SIGNATURE: [Signature]
NAME: Barbara Sharief
TITLE: Mayor
DATE: 12/3/13

BROWARD COUNTY

SIGNATURE: [Signature]
NAME: Barbara Sharief
TITLE: Mayor
DATE: 12/3/13

Insurance requirements approved by Broward County RISK MANAGEMENT DIVISION

Approved as to form by Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

Christine C. Lee (Date)
Senior Assistant County Attorney
**ATTACHMENT A**

**Agreement #** AJW-PF-555A-15-7732  
**Agreement Title** Installation of FAA NAVAIDS equipment to Support the Runway 10R-30L Expansion Project at FLL  
**FAA JCN** 929345  
**Airport** Ft. Lauderdale International Airport  
**City/State** Ft. Lauderdale, Florida

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</tbody>
</table>

**Notes**

1. All personal and real property associated with this agreement should be listed on this form. FAA will provide cost data for costs incurred under the reimbursable agreement. Sponsors must provide cost information for costs incurred by sponsor not covered under the reimbursable agreement.
2. Buildings/shelter costs include foundation and attached elements, water, gas, and lighting.
3. Fuel storage system costs include landscape, structure, piping, monitoring, and mining devices.
4. Underground cable system costs (if any) include radiators, conduits, manholes, tunnels, buildings and foundations external to the building or shelter. Cost of UID cable systems supporting a single NAVAID system will be applied to the supported NAVAID system.
5. Road costs include the cost of roads, curbs, sidewalks, drainage, and related elements.
6. Fence cost includes cost of gates, fences, foundation, and related elements.

---

**Project Sponsor**  
I hereby attest that I am the _______________ of _______________. I hereby certify that I have the authority to transfer the above listed real and personal property assets on behalf of _______________ and that the subject property transferred on the date of the final inspection.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
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</table>

**FAA Program Implementation Manager (PIM)**  
On behalf of the FAA, I hereby attest that the works associated with the assets listed above have been completed and have been transferred.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**FAA Contracting Officer (CO)**  
On behalf of FAA, I hereby accept the transfer of the above listed real and personal property assets.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
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This document will be used to update the inventory of real and personal property assets.
## ATTACHMENT A (Continued)

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**Total**

**Notes**
1. All personal and real property associated with this agreement should be included on this form. FAA will provide cost data for costs incurred under this reimbursable agreement. Sponsor must provide cost information for costs incurred by sponsor not covered under the reimbursable agreement.
2. Building/Structural costs include foundation and attached shops, porches, patios, and awnings.
3. Fuel storage systems consists of tanks, cement/mortar installations, piping, monitoring and metering devices.
4. Underground cable systems cost (all types) includes ducts, conduits, trenching, backhoe, trenching and fixtures external to the building or shelter. Cost of UBD cable systems supporting a single NBD system will be applied to the supported system cost.
5. Fixed cost includes cost of any cabinets, bridging, cutouts, or switchgear.
6. Fuaro cost includes cost of gates, kick大门s, foundations, mounting fixtures, etc.

## Project Sponsor

I hereby attest that I am the [role] of [organization]. I hereby certify that I have the authority to transfer the above listed real and personal property assets on behalf of [organization] and that the subject property transferred on the date of the final inspection.

**Signature**

**Date**

## FAA Program Implementation Manager (FIM)

On behalf of the FAA, I hereby attest that the work associated with the assets listed above has been completed and have been transferred.

**Signature**

**Date**

## FAA Contracting Officer (CO)

On behalf of FAA, I hereby accept the transfer of the above listed real and personal property assets.

**Signature**

**Date**

This document will be used to update the inventory of real and personal property assets.