



# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 23Ordinance/Resolution# 14-15-152For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)For Meeting of September 21, 2015  
(Adoption Date)

Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

**TITLE:** A RESOLUTION AUTHORIZING THE LAS CRUCES INTERNATIONAL AIRPORT TO ACCEPT FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT NO. 3-35-0024-029-2015 IN THE AMOUNT OF \$239,221.00 AND NEW MEXICO DEPARTMENT OF TRANSPORTATION – AVIATION DIVISION GRANT LRU-16-02 IN THE AMOUNT OF \$13,290.00 FOR THE INSTALLATION OF PRECISION APPROACH PATH INDICATORS ON RUNWAYS 8 AND 26; AWARD A CONSTRUCTION CONTRACT TO BIXBY ELECTRIC, INC. OF ALBUQUERQUE, NM IN THE AMOUNT OF \$181,392.00 PLUS NMGR; RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT APPLICATIONS AND ADJUST THE FY 2016 ADOPTED BUDGET.

### PURPOSE(S) OF ACTION:

To accept a federal and state grant, ratify the City Manager's signature, award contract and adjust the budget.

<b>COUNCIL DISTRICT: 4</b>		
<b>Drafter/Staff Contact:</b> Lisa Murphy	<b>Department/Section:</b> Transportation/Airport	<b>Phone:</b> 541-2471
<b>City Manager Signature:</b>		

### BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In late spring 2015, the Federal Aviation Administration (FAA) agreed to provide Federal Airport Improvement Program funds to install Precision Approach Path Indicators (PAPIs) on Runways 8 and 26 at the Las Cruces International Airport (Airport). PAPIs are a visual aid that provides guidance information to help a pilot acquire and maintain the correct approach to a runway during flight. The installation of the PAPIs will replace the antiquated VASI (Visual Approach Slope Indicator) system that is no longer operable on Runways 8 and 26. The installation of the PAPIs will significantly improve flight safety. In addition, the pilot community at the airport has advocated over the past year for the need to improve visual approach guidance, particularly at night, for Runways 8 and 26.

(Continue on additional sheets as required)

The City's on-call airport engineer, Delta Airport Consultant's Inc., prepared the design and bid documents for the project. The project was designed with four bid alternates. Two alternates were for the installation of PAPIs with LED lights or PAPIs with incandescent lights. The other two alternates were to install PAPIs on both Runways 8 and 26 or only on Runway 26. In coordination with the City's Purchasing Section, the Invitation to Bid was published on May 24, 2015 and bids were opened on June 25, 2015. The City received two bid proposals. The apparent low bidder is Bixby Electric, Inc of Albuquerque, New Mexico for all four alternates.

The FAA has agreed to fund Alternate One in the amount of \$181,392.00 (excluding NMGRT). Alternate One is for the installation of PAPIs with LED lights on both Runways 8 and 26. Alternate One is the most beneficial to the airport as LED lights are more energy efficient, have a longer lifespan and have much lower maintenance costs than incandescent bulbs. Also, the installation of PAPIs on both runways increases flight safety.

The total project cost, which includes construction administration services by Delta Airport Consultants, Inc., construction costs, administrative costs, FAA flight check costs, and NMGRT is \$265,801.00. The FAA will pay 90% of the total project costs, or \$239,221.00 and New Mexico Department of Transportation – Aviation Division (NMDOT-AD) will pay 5% of the total project costs in the amount of \$13,290.00. There is a 5% local match requirement, \$13,290.00, which is budgeted in Fund 1010, Airport Operations.

On July 23, 2015, City staff submitted a memo to the City Manager requesting authorization to apply for the federal and state grants. Acceptance of this resolution will ratify the City Manager's signature on the grant applications, adjust the FY 2016 budget to reflect the grant funds, accept both the FAA and NMDOT-AD grants and award a contract in the amount of \$181,392.00 plus NMGRT to Bixby Electric, Inc.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request to Contract.
3. Exhibit "B", Federal Airport Improvement Grant Agreement.
4. Exhibit "C", NMDOT – Aviation Division Grant Agreement.
5. Exhibit "D", Budget Adjustment Request.
6. Attachment "A", Bid Tabulations.
7. Attachment "B", Memo to City Manager requesting permission to apply for grants.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input checked="" type="checkbox"/>	Proposed funding is from fund balance in the <u>1010</u> Fund.
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>4300</u> in the amount of <u>\$252,511.00</u> for <u>FY16</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Federal grant funds in the amount of \$239,221.00 and State grant funds in the amount \$13,290.00 will be deposited in Fund 4300, Airport Improvement under Project 70B22 to be used by the Airport for installation of PAPIs on Runways 8 and 26. The local match in the amount \$13,290.00 is in Fund 1010, Airport Operations.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditur Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General	10323020-854124 – 70B22	\$13,290.00	\$13,290.00	\$0.00	N/A
FAA AIP Grant	43323010-854124-70B22	\$239,221.00	\$239,221.00*	\$0.00	N/A
NMDOT-AD Grant	43323010-854124-70B22	\$13,290.00	\$13,290.00*	\$0.00	N/A.

\*pending budget adjustment

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will allow the Las Cruces International Airport to accept the FAA and NMDOT-AD grants for the installation of the PAPIs on Runways 8 and 26; award a contract to Bixby Electric, Inc. of Albuquerque, NM for construction services; ratify the City Manager's signature on the grant applications; and adjust the FY 2016 budget.

2. Vote "No"; this will reject the grant agreements from both the FAA and NMDOT-AD, not award the contract to Bixby Electric, Inc. of Albuquerque, NM and thus not allow the project to proceed.
3. Vote to "Amend"; this is not an option as the grant agreements with the FAA and NMDOT-AD have been written.
4. Vote to "Table"; this could delay the project as the federal funds must be obligated prior to September 30, 2015.

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A

**RESOLUTION NO. 14-15-152**

**A RESOLUTION AUTHORIZING THE LAS CRUCES INTERNATIONAL AIRPORT TO ACCEPT FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT NO. 3-35-0024-029-2015 IN THE AMOUNT OF \$239,221.00 AND NEW MEXICO DEPARTMENT OF TRANSPORTATION – AVIATION DIVISION GRANT LRU-16-02 IN THE AMOUNT OF \$13,290.00 FOR THE INSTALLATION OF PRECISION APPROACH PATH INDICATORS ON RUNWAYS 8 AND 26; AWARD A CONSTRUCTION CONTRACT TO BIXBY ELECTRIC, INC. OF ALBUQUERQUE, NM IN THE AMOUNT OF \$181,392.00 PLUS NMGR; RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT APPLICATIONS AND ADJUST THE FY 2016 ADOPTED BUDGET.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City), New Mexico, a municipal corporation, is the owner of certain real property known as the Las Cruces International Airport (Airport); and

**WHEREAS**, the safety of the Airport users is of primary concern to the City which includes visual approach path guidance system; and

**WHEREAS**, the Federal Aviation Administration (FAA) has agreed to provide an Airport Improvement Program grant in the amount of \$293,221.00 and the New Mexico Department of Transportation – Aviation Division (NMDOT-AD) has agreed to provide a state grant in the amount of \$13,290.00 to install Precision Approach Path Indicators (PAPIs) on Runways 8 and 26 at the Airport for the purpose of improving flight safety; and

**WHEREAS**, the local match requirement for the project is \$13,290.00; and

**WHEREAS**, the project was designed with four alternates in which two alternates included the installation of either LED PAPIs or incandescent PAPIs and two alternates were for the installation of said PAPIs on either both runways (Runways 8 and 26) or only one runway (Runway 26); and

**WHEREAS**, in coordination with the Purchasing Section of the Finance Department, the Invitation to Bid was published on May 24, 2015 and bids were opened on June 25, 2015; and

**WHEREAS**, the City received two bid proposals and the apparent low bidder is Bixby Electric, Inc. of Albuquerque, NM for all four alternates.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the Purchasing Manager is authorized to contract with Bixby Electric, Inc. of Albuquerque, New Mexico for Alternate One in the amount of \$181,392.00 (excluding NMGRT) as outline in the signed Exhibit "A", Purchasing Manager's Request to Contract Form, attached hereto and made part of this Resolution.

**(II)**

**THAT** the Airport accepts FAA Airport Improvement Program grant number 3-35-0024-029-2015 in the amount of \$239,221.00 as reflected in Exhibit "B", attached hereto and made a part of this Resolution.

**(III)**

**THAT** the Airport accepts NMDOT-AD grant LRU-16-02 in the amount of \$13,290.00 as reflected in Exhibit "C", attached hereto and made a part of this Resolution.

**(IV)**

**THAT** the City Manager's signature is hereby ratified on both the FAA and the NMDOT-AD grant applications.

(VI)

THAT the FY 2016 adopted budget is hereby adjusted as reflected in Exhibit "D", Budget Adjustment Request Form, attached hereto and made a part of this Resolution.

(VII)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

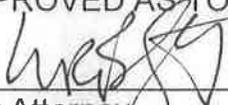
VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Levatino:	_____

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

# CITY OF LAS CRUCES

## PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: September 21, 2015

Resolution No.: 14-15-152

### Contract Purchase For Installation Precision Approach Path Indicators on Runways 8 and 26

The Las Cruces City Council is provided the following information concerning this request:

**BID SOLICITATION INFORMATION:**

- 1. Bid Due Date: June 25, 2015
- 2. Description: Installation Precision Approach Path Indicators on Runways 8 and 26
- 3. Using Department: Transportation/Airport
- 4. Number of Responses Solicited: Seventy-Four (74)
- 5. Number of Responses Received and Accepted: Two (2)
- 6. Recommended Award(s) To: Bixby Electric, Inc. of Albuquerque, NM
- 7. Total Award Amount (includes any tax and contingency): \$265,802.00
- 8. Contract Duration: TBD

**LOCAL PREFERENCE FACTOR**

Local Preference Factor Applied Per LCMC §24-100	No	X	LCMC §24-100 not applicable to this solicitation
	Yes		Made A Difference To Bid Awards(s)
			Made No Difference To Bid Award(s)

**PROCUREMENT CODE COMPLIANCE:**

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-91**.

  
 Purchasing Manager

19-3-15  
 Date

**CONFIRMATION OF FUND ENCUMBRANCE:**

REQUISITION or PURCHASE ORDER NUMBER:	TBD
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U.S. Department of Transportation  
Federal Aviation Administration



**GRANT AGREEMENT**

**PART I – OFFER**

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Date of Offer August 13, 2015

Airport/Planning Area Las Cruces International

AIP Grant Number 3-35-0024-029-2015

DUNS Number 077609279

TO: City of Las Cruces  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 23, 2015, for a grant of Federal funds for a project at or associated with the Las Cruces International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Las Cruces International Airport (herein called the "Project") consisting of the following:

**Install Runway Vertical/Visual Guidance System on Runway 08 and Runway 26**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$239,221.00.  

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

  - \$0 for planning
  - \$239,221.00 for airport development or noise program implementation
  - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 31, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or

another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**10. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

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- 12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
  - 13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
  - 14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
  - 15. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
    - A. May not be increased for a planning project;
    - B. May be increased by not more than 15 percent for development projects;
    - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

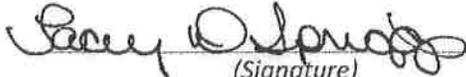
- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 19. Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
    3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
  - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
    1. Is determined to have violated the Prohibitions; or
    2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
      - a. Associated with performance under this agreement; or
      - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- 20. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 1999, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**21. Airport-Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:

- A. Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;
- B. Prior to commissioning, assure the equipment meets the FAA's standards; and
- C. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
(Signature)

Lacey D. Spriggs  
(Typed Name)

Manager, Louisiana/New Mexico

Airports District Office  
(Title)

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
City of Las Cruces

(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Designated Official Representative)

By:

\_\_\_\_\_  
(Typed Name of Sponsor's Designated Official Representative)

Title:

\_\_\_\_\_  
(Title of Sponsor's Designated Official Representative)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

By:

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES**  
**AIRPORT SPONSORS**

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**A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

**B. Duration and Applicability.**

**1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

**2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

**3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>12</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>  
Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

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**EXECUTIVE ORDERS**


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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

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**FEDERAL REGULATIONS**


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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1, 2</sup>

- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, ~~extinguish or modify any outstanding rights or claims of right of others which would interfere~~ with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes

thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
  - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except

in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
  - a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

## b. Applicability

- 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

## c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

## d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

## e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by

the sponsor with other parties:

- a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise

buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and

performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:  
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Helicopter Design
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

Application for Federal Assistance SF-424		
* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One -  * Other (Specify)
* 3. Date Received:	4. Application Identifier: LRU	
5a. Federal Entity Identifier: 3-35-0024-029-2015	* 5b. Federal Award Identifier:	
<b>State Use Only:</b>		
6. Date Received by State:	7. State Application Identifier:	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: City of Las Cruces		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 8506000147	*c. Organizational DUNS: 077 609 279	
<b>d. Address:</b>		
* Street1: P.O. Box 20000 Street 2: * City: Las Cruces County: Dona Ana * State: New Mexico Province: Country: USA		
*Zip/ Postal Code: 88004		
<b>e. Organizational Unit:</b>		
Department Name: Department of Transportation	Division Name: Airport	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Ms. Middle Name: * Last Name: Murphy Suffix:	First Name: Lisa	
Title: Airport Manager		
Organizational Affiliation:		
* Telephone Number: (575) 541-2596	Fax Number: (575) 527-6470	
* Email: lmurphy@las-cruces.org		

RECEIVED

AUG 03 2015

ASW-640

**Application for Federal Assistance SF-424****\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

**Type of Applicant 2: Select Applicant Type:**

- Select One -

**Type of Applicant 3: Select Applicant Type:**

- Select One -

**\* Other (specify):****\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

**CFDA Title:**

Airport Improvement Program

**\*12. Funding Opportunity Number:**

Title:

**13. Competition Identification Number:**

Title:

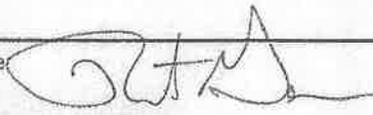
**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Las Cruces, Dona Ana County, New Mexico

**\* 15. Descriptive Title of Applicant's Project:**

Install PAPIs on Runway 8-26

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: Second	*b. Program/Project: Second
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 08/01/2015	*b. End Date: 12/30/2015
<b>18. Estimated Funding (\$):</b>	
*a. Federal	<del>-239,222.00</del> 239,221 RT
*b. Applicant	_____
*c. State	13,290.00
*d. Local	: 13,290.00
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	265,802.00
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Robert
Middle Name:	
*Last Name: Garza	
Suffix:	
*Title: City Manager	
*Telephone Number: (575) 541-2076	Fax Number: (575) 541-2077
* Email: rgarza@las-cruces.org	
*Signature of Authorized Representative: 	*Date Signed: 7/23/15

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

**Application for Federal Assistance (Development Projects)**

**PART II – PROJECT APPROVAL INFORMATION**

SECTION A	
<p><b>Item 1.</b> Does this assistance request require State, local, regional, or other priority rating?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name of Governing Body:  Priority:</p>
<p><b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name of Agency or Board:  (Attach Documentation)</p>
<p><b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><b>Item 4.</b> Does this assistance request require State, local, regional, or other planning approval?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name of Approving Agency: NMDOT Aviation Division Date:</p>
<p><b>Item 5.</b> Is the proposal project covered by an approved comprehensive plan?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of Plan:</p>
<p><b>Item 6.</b> Will the assistance requested serve a Federal installation?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name of Federal Installation: Federal Population benefiting from Project:</p>
<p><b>Item 7.</b> Will the assistance requested be on Federal land or installation?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name of Federal Installation: Location of Federal Land: Percent of Project:     %</p>
<p><b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p><b>Item 9.</b> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Number of: Individuals: Families: Businesses: Farms:</p>
<p><b>Item 10.</b> Is there other related Federal assistance on this project previous, pending, or anticipated?   <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

## PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Acquired Land

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

True

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

True

**6. Consultation with Users** – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

True

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

## PART II – SECTION C (Continued)

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

None

\*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

## PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: _____			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 2,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			55,000.00
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			196,470.00
12. Equipment			
13. Miscellaneous			12,332.00
14. Total (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			265,802.00
20. Federal Share requested of Line 19			239,227.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			
23. Grantee share			13,290.00
24. Other shares			13,290.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 265,802.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$ 13,290.00
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		13,290.00
28. Other Shares		
a. State		13,290.00
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 26,580.00
SECTION E – REMARKS		

**PART IV – PROGRAM NARRATIVE (Attach – See Instructions)**

**PART IV  
PROGRAM NARRATIVE**  
*(Suggested Format)*

<b>PROJECT :</b> Install PAPIs on Runway 8-26
<b>AIRPORT :</b> Las Cruces International Airport
<b>1. Objective:</b> Installation of PAPI's on Runway 8-26
<b>2. Benefits Anticipated:</b> Increase safety during the approach and landing phases of flight.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) The construction will be in accordance of the FAA approved Plans and Specifications for the project.
<b>4. Geographic Location:</b> Las Cruces International Airport, Las Cruces, New Mexico.
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number) Ms. Lisa Murphy Airport Manager, KLRU P.O. Box 20000 Las Cruces, New Mexico 88004 (575)541-2471

# AVIATION GRANT AGREEMENT

Project Location

LRU - LAS CRUCES INTERNATIONAL AIRPORT

Sponsor

LAS CRUCES, CITY OF

Address

PO BOX 20000

City

LAS CRUCES

NM

Zip Code

88004.

The Sponsor must print and mail (3) three copies all with original signatures to:

**NMDOT - AVIATION DIVISION**  
**PO BOX 9830**  
**ALBUQUERQUE, NM 87119**

Participation

FAA

Funding Breakdown

90-5-5

Contract No. \_\_\_\_\_

Project No.

LRU-16-02

Vendor No.

0000054342-2

Expiration Date \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

# AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

**Now Therefore**, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

## 1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

### a. Project Description:

Runway 8-26 Install PAPIs
---------------------------

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State		Sponsor		Other		Total
\$	13,290	\$	13,290	\$	239,222	\$	265,802

## 2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

### **3. The Department Shall:**

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

### **4. Both Parties Agree:**

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

### **5. Method of Payment - Reimbursement.**

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

### **6. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

### **8. Termination for Cause.**

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

### **9. Disposition of Property.**

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

### **10. Representations and Certification.**

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

### **11. Assurances.**

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. That an airport facility that receives funds under the Aviation Act shall not charge landing fees for aircraft, except for aircraft used in commercial activities for compensation.
- g. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- h. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

### **12. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

### **13. New Mexico Tort Claims Act.**

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

### **14. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

### **15. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

### **16. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**17. Appropriations and Authorizations of State and Federal Funds.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**18. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**19. Applicable Law.**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**20. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran  
 Title: Grants Administrator  
 Address: New Mexico Department of Transportation - Aviation Division  
 PO Box 9830  
 Albuquerque, NM 87119  
 Office: (505) 244-1788 ext. 9112  
 Fax: (505) 244-1790  
 E-mail: dan.moran@state.nm.us

Name	Lisa Murphy		
Title	Airport Manager		
Sponsor	LAS CRUCES, CITY OF		
Address	PO BOX 20000		
City	LAS CRUCES	NM	Zip Code 88004
Office Phone	+1 (575) 541-2471	Fax	
E-Mail	lmurphy@las-cruces.org		

**21. Amendment.**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

Recommended by:

By: \_\_\_\_\_  
Aviation Division Director  
or Designee

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**SPONSOR**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**BUDGET ADJUSTMENT REQUEST (BAR)**

<p>322</p> <p><u>Permanent or Temporary</u></p>		<p><b>EXHIBIT "D"</b></p>					
<p><u>Department and Section</u></p> <p>Transportation/Airport</p>		<p><u>Council/Board Resolution No.</u></p> <p>14-15-152</p>					
<p><u>Temporary</u></p>							
<p><b>Justification for Request</b></p>							
<p>A RESOLUTION AUTHORIZING THE LAS CRUCES INTERNATIONAL AIRPORT TO ACCEPT FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT NO. 3-35-0024-029-2015 IN THE AMOUNT OF \$239,221.00 AND NEW MEXICO DEPARTMENT OF TRANSPORTATION – AVIATION DIVISION GRANT LRU-16-02 IN THE AMOUNT OF \$13,290.00 FOR THE INSTALLATION OF PRECISION APPROACH PATH INDICATORS ON RUNWAYS 8 AND 26; AWARD A CONSTRUCTION CONTRACT TO BIXBY ELECTRIC, INC. OF ALBUQUERQUE, NM IN THE AMOUNT OF \$181,392.00 PLUS NMGR; RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT APPLICATIONS; AND ADJUST THE FY 2016 ADOPTED BUDGET.</p>							
<p><b>MUNIS Comment:</b> Airport PAPI Installation</p>							
<p>Gabriel Sapien</p>		<p>541-2198</p>					
<p><u>Prepared by</u></p>		<p><u>Phone No.</u></p>					
		<p>FY2016</p>					
		<p><b>FY to be Adjusted</b></p>					
		<p><b>Date</b></p>					
Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$	
4300	43320010	551001	70B22	FED AVIATION ADMINISTRATION	239,221		
4300	43320010	552007	70B22	NM DEPT OF TRANSPORTATION	13,290		
4300	43323010	854124	70B22	LIGHTING	252,511		
1010	10323020	854124	70B22	LIGHTING	13,290		
1010	1010	914001		TRANSFER FROM CAPITAL IMP RES	13,290		
4001	4001	951010		TRNFR TO AIRPORT OPERATIONS	13,290		
4001	40806060	854340		CONTINGENCY MATCH CAPITAL		13,290	
<b>Totals</b>					<b>\$544,892</b>	<b>\$13,290</b>	
<p><i>By signing, I verify balances and accounts are available in MUNIS.</i></p>				<p><i>For use by Administration and Office of Mgmt &amp; Budget</i></p>			
<p>_____ Administrator / Manager</p>				<p>_____ Mark A. Winson, ACM / CAO</p>			
<p>_____ Date</p>				<p>_____ Date</p>			
<p>David Maestas, P.E., Transportation Director</p>				<p>_____ Daniel Avila, ACM / COO</p>			
<p>_____ Date</p>				<p>_____ Date</p>			
<p>For use by Office of Mgmt &amp; Budget Revised 5/05/2015</p>				<p>_____ Robert L. Garza, City Manager</p>			
<p>_____ Date</p>				<p>_____ Date</p>			
<p><u>Budget Adjustment Number</u></p>		<p><u>Posted By</u></p>		<p><u>Date</u></p>		<p>_____ Budget and Grant Manager</p>	
<p>Period: JE#</p>		<p>_____ Date</p>		<p>_____ Date</p>		<p>_____ Date</p>	

## CITY OF LAS CRUCES

## Fund Summary

Fund: 1010

Fund Name: AIRPORT OPERATIONS

DFA: 101

DFA Name: General Fund

	2015-16 Budget			%
	Adopted	Adjustment	Amended	Inc. / Dec.
<b>Beginning Balance</b>	\$ 163,998	(24,179)	139,819	-14.74%
<b>Resources</b>				
Revenue	\$ 176,423	0	176,423	0.00%
Proceeds	0	0	0	0.00%
Transfers In	238,400	13,290	251,690	5.57%
<b>Total Resources</b>	\$ 414,823	13,290	428,113	3.20%
<b>Expenditures</b>				
Salaries & Benefits	\$ 270,068	0	270,068	0.00%
Operating Costs	219,160	0	219,160	0.00%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Grant / Projects	18,430	13,290	31,720	72.11%
Transfers Out	20,000	0	20,000	0.00%
<b>Total Expenditures</b>	\$ 527,658	13,290	540,948	2.52%
<b>Ending Balance</b>	\$ 51,163	(24,179)	26,984	-47.26%

Fund: 4001

Fund Name: FACILITIES GENERAL FUND

DFA: 300

DFA Name: Capital Project Funds

	2015-16 Budget			%
	Adopted	Adjustment	Amended	Inc. / Dec.
<b>Beginning Balance</b>	\$ 2,178,077	(216,724)	1,961,353	-9.95%
<b>Resources</b>				
Revenue	\$ 80,000	0	80,000	0.00%
Proceeds	0	0	0	0.00%
Transfers In	117,500	0	117,500	0.00%
<b>Total Resources</b>	\$ 197,500	0	197,500	0.00%
<b>Expenditures</b>				
Salaries & Benefits	\$ 0	0	0	0.00%
Operating Costs	16,955	0	16,955	0.00%
Capital Outlay	1,226,500	(13,290)	1,213,210	-1.08%
Debt Service	0	0	0	0.00%
Grant / Projects	753,381	0	753,381	0.00%
Transfers Out	0	13,290	13,290	0.00%
<b>Total Expenditures</b>	\$ 1,996,836	0	1,996,836	0.00%
<b>Ending Balance</b>	\$ 378,741	(216,724)	162,017	-57.22%

324  
**CITY OF LAS CRUCES**  
 Fund Summary

**Fund:** 4300  
**DFA:** 300

**Fund Name:** AIRPORT IMPROVEMENT  
**DFA Name:** Capital Project Funds

	2015-16 Budget			%
	Adopted	Adjustment	Amended	Inc. / Dec.
<b>Beginning Balance</b>	\$ 0	0	0	0.00%
<b>Resources</b>				
Revenue	\$ 357,665	252,511	610,176	70.60%
Proceeds	0	0	0	0.00%
Transfers In	212,500	0	212,500	0.00%
<b>Total Resources</b>	\$ <b>570,165</b>	<b>252,511</b>	<b>822,676</b>	<b>44.29%</b>
<b>Expenditures</b>				
Salaries & Benefits	\$ 0	0	0	0.00%
Operating Costs	0	0	0	0.00%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Grant / Projects	350,165	252,511	602,676	72.11%
Transfers Out	0	0	0	0.00%
<b>Total Expenditures</b>	\$ <b>350,165</b>	<b>252,511</b>	<b>602,676</b>	<b>72.11%</b>
<b>Ending Balance</b>	\$ <b>220,000</b>	<b>0</b>	<b>220,000</b>	<b>0.00%</b>

BID TABULATIONS

Alternate 1  
Install PAPI's Runway 8-26

Las Cruces International Airport  
Las Cruces, New Mexico

AIP Project No. 3-35-0024-Pending (Design)  
AIP Project No. 3-35-0024-Pending (Construction)  
City of Las Cruces Bid No. 1415-152  
Delta Project No. 15058

Bid Opening Date: June 25, 2015

Item No.	Spec. No.	Description	Unit	Bid Quantity	Engineer's Estimate		Bixby Electric, Inc Albuquerque, NM		Lynco Electric Company, Inc. Las Cruces, NM	
					Unit Price	Estimate Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	P-100	MOBILIZATION	LS	1	\$21,000.00	\$21,000.00	\$17,800.00	\$17,800.00	\$4,000.00	\$4,000.00
2	P-150	MISCELLANEOUS AND ELECTRICAL DEMOLITION	LS	1	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$7,000.00	\$7,000.00
3	M-103	CLOSED RUNWAY MARKER	EA	4	\$1,500.00	\$6,000.00	\$1,900.00	\$7,600.00	\$1,600.00	\$6,400.00
4	M-103	CLOSED TAXWAY MARKER	EA	4	\$1,000.00	\$4,000.00	\$1,649.00	\$6,596.00	\$1,200.00	\$4,800.00
5	M-107	AVIATION BARRICADES	LF	1,500	\$15.00	\$22,500.00	\$18.70	\$28,050.00	\$27.50	\$41,250.00
6	M-107	BUCKET BARRICADES	EA	12	\$250.00	\$3,000.00	\$77.00	\$924.00	\$210.00	\$2,520.00
7	L-108	NO. 8 AWG, 5KV, L-824, TYPE C CABLE	LF	14,700	\$2.00	\$29,400.00	\$0.90	\$13,230.00	\$1.50	\$22,050.00
8	L-108	NO. 6 AWG SOLID TINNED COPPER COUNTERPOISE WIRE	LF	4,500	\$1.50	\$6,750.00	\$1.10	\$4,950.00	\$1.80	\$8,100.00
9	L-110	NON-ENCASED ELECTRICAL CONDUIT, 1 WAY - 2" PVC CONDUIT	LF	4,500	\$5.00	\$22,500.00	\$3.40	\$15,300.00	\$16.00	\$72,000.00
10	L-115	ELECTRICAL JUNCTION STRUCTURE, L-867 PULLCAN	EA	15	\$850.00	\$12,750.00	\$782.00	\$11,730.00	\$920.00	\$13,800.00
11	L-125	L-880(L) PAPI (LED)	EA	2	\$50,000.00	\$100,000.00	\$37,006.00	\$74,012.00	\$25,388.50	\$50,777.00
Alternate 1 Total:						\$232,900.00		\$181,392.00		\$232,697.00

Note: Total does not include applicable New Mexico Gross Receipts Tax (NMGR.T).

BID TABULATIONS

Alternate 2

Install PAPIs Runway 8-26

Las Cruces International Airport  
Las Cruces, New Mexico

AIP Project No. 3-35-0024-Pending (Design)  
AIP Project No. 3-35-0024-Pending (Construction)  
City of Las Cruces Bid No. 1415-152  
Delta Project No. 15058

Bid Opening Date: June 25, 2015

Item No.	Spec. No.	Description	Unit	Bid Quantity	Engineer's Estimate		Bixby Electric, Inc Albuquerque, NM		Lynco Electric Company, Inc. Las Cruces, NM	
					Unit Price	Estimate Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	P-100	MOBILIZATION	LS	1	\$11,000.00	\$11,000.00	\$9,728.00	\$9,728.00	\$4,000.00	\$4,000.00
2	P-150	MISCELLANEOUS AND ELECTRICAL DEMOLITION	LS	1	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$7,000.00	\$7,000.00
3	M-103	CLOSED RUNWAY MARKER	EA	2	\$1,500.00	\$3,000.00	\$1,960.00	\$3,920.00	\$1,600.00	\$3,200.00
4	M-103	CLOSED TAXIWAY MARKER	EA	3	\$1,000.00	\$3,000.00	\$1,910.00	\$5,730.00	\$1,200.00	\$3,600.00
5	M-107	AVIATION BARRICADES	LF	1,500	\$15.00	\$22,500.00	\$18.70	\$28,050.00	\$27.50	\$41,250.00
6	M-107	BUCKET BARRICADES	EA	9	\$250.00	\$2,250.00	\$77.00	\$693.00	\$210.00	\$1,890.00
7	L-108	NO. 8 AWG. 5KV. L-824. TYPE C CABLE	LF	5,500	\$2.00	\$11,000.00	\$0.90	\$4,950.00	\$1.50	\$8,250.00
8	L-108	NO. 6 AWG SOLID TINNED COPPER COUNTERPOISE WIRE	LF	1,700	\$1.50	\$2,550.00	\$1.30	\$2,210.00	\$1.80	\$3,060.00
9	L-110	NON-ENCASED ELECTRICAL CONDUIT, 1 WAY - 2" PVC CONDUIT	LF	1,600	\$5.00	\$8,000.00	\$3.40	\$5,440.00	\$16.00	\$25,600.00
10	L-115	ELECTRICAL JUNCTION STRUCTURE, L-867 PULLCAN	EA	6	\$850.00	\$5,100.00	\$782.00	\$4,692.00	\$920.00	\$5,520.00
11	L-125	L-880(L) PAPI (LED)	EA	1	\$50,000.00	\$50,000.00	\$37,906.00	\$37,906.00	\$25,388.50	\$25,388.50
<b>Alternate 2 Total:</b>						\$123,400.00		\$104,519.00		\$128,758.50

Note: Total does not include applicable New Mexico Gross Receipts Tax (NMGR.T).

BID TABULATIONS

Alternate 3  
Install PAPI's Runway 8-26

Las Cruces International Airport  
Las Cruces, New Mexico

AIP Project No. 3-35-0024-Pending (Design)  
AIP Project No. 3-35-0024-Pending (Construction)  
City of Las Cruces Bid No. 1415-152  
Delta Project No. 15058

Bid Opening Date: June 25, 2015

Item No.	Spec. No.	Description	Unit	Bid Quantity	Engineer's Estimate		Bixby Electric, Inc Albuquerque, NM		Lyco Electric Company, Inc. Las Cruces, NM	
					Unit Price	Estimate Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	P-100	MOBILIZATION	LS	1	\$21,000.00	\$21,000.00	\$17,800.00	\$17,800.00	\$4,000.00	\$4,000.00
2	P-150	MISCELLANEOUS AND ELECTRICAL DEMOLITION	LS	1	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$7,000.00	\$7,000.00
3	M-103	CLOSED RUNWAY MARKER	EA	4	\$1,500.00	\$6,000.00	\$1,900.00	\$7,600.00	\$1,600.00	\$6,400.00
4	M-103	CLOSED TAXIWAY MARKER	EA	4	\$1,000.00	\$4,000.00	\$1,848.00	\$6,596.00	\$1,200.00	\$4,800.00
5	M-107	AVATION BARRICADES	LF	1,500	\$15.00	\$22,500.00	\$18.70	\$28,050.00	\$27.50	\$41,250.00
6	M-107	BUCKET BARRICADES	EA	12	\$250.00	\$3,000.00	\$77.00	\$924.00	\$210.00	\$2,520.00
7	L-108	NO. 8 AWG, 5KV, L-824, TYPE C CABLE	LF	14,700	\$2.00	\$29,400.00	\$0.90	\$13,230.00	\$1.50	\$22,050.00
8	L-108	NO. 6 AWG SOLID TINNED COPPER COUNTERPOISE WIRE	LF	4,500	\$1.50	\$6,750.00	\$1.10	\$4,950.00	\$1.80	\$8,100.00
9	L-109	ELECTRICAL VAULT MODIFICATIONS	LS	1	\$15,000.00	\$15,000.00	\$8,670.00	\$8,670.00	\$11,777.00	\$11,777.00
10	L-110	NON-ENCASED ELECTRICAL CONDUIT, 1 WAY - 2" PVC	LF	4,500	\$5.00	\$22,500.00	\$3.40	\$15,300.00	\$16.00	\$72,000.00
11	L-115	ELECTRICAL JUNCTION STRUCTURE, L-867 PULLCAN	EA	15	\$850.00	\$12,750.00	\$782.00	\$11,730.00	\$920.00	\$13,800.00
12	L-125	L-880 PAPI	EA	2	\$40,000.00	\$80,000.00	\$27,700.00	\$55,400.00	\$16,888.50	\$33,777.00
<b>Alternate 3 Total:</b>						<b>\$227,900.00</b>		<b>\$171,450.00</b>		<b>\$227,474.00</b>

Note: Total does not include applicable New Mexico Gross Receipts Tax (NMGR).T).

BID TABULATIONS

Alternate 4  
Install PAPI's Runway 8-26

Las Cruces International Airport  
Las Cruces, New Mexico

AIP Project No. 3-35-0024-Pending (Design)  
AIP Project No. 3-35-0024-Pending (Construction)  
City of Las Cruces Bid No. 1415-152  
Delta Project No. 15058

Bid Opening Date: June 25, 2015

Item No.	Spec. No.	Description	Unit	Bid Quantity	Engineer's Estimate		Bixby Electric, Inc Albuquerque, NM		Lynco Electric Company, Inc. Las Cruces, NM	
					Unit Price	Estimate Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	P-100	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00	\$9,728.00	\$9,728.00	\$4,000.00	\$4,000.00
2	P-150	MISCELLANEOUS AND ELECTRICAL DEMOLITION	LS	1	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$7,000.00	\$7,000.00
3	M-103	CLOSED RUNWAY MARKER	EA	2	\$1,500.00	\$3,000.00	\$1,560.00	\$3,920.00	\$1,600.00	\$3,200.00
4	M-103	CLOSED TAXIWAY MARKER	EA	3	\$1,000.00	\$3,000.00	\$1,910.00	\$5,730.00	\$1,200.00	\$3,600.00
5	M-107	AVIATION BARRICADES	LF	1,500	\$15.00	\$22,500.00	\$18.70	\$28,050.00	\$27.50	\$41,250.00
6	M-107	BUCKET BARRICADES	EA	9	\$250.00	\$2,250.00	\$77.00	\$693.00	\$210.00	\$1,890.00
7	L-108	NO. 8 AWG, 5KV, L-624, TYPE C CABLE	LF	5,500	\$2.00	\$11,000.00	\$0.90	\$4,950.00	\$1.50	\$8,250.00
8	L-108	NO. 6 AWG SOLD TINNED COPPER COUNTERPOISE WIRE	LF	1,700	\$1.50	\$2,550.00	\$1.30	\$2,210.00	\$1.80	\$3,060.00
9	L-109	ELECTRICAL VAULT MODIFICATIONS	LS	1	\$15,000.00	\$15,000.00	\$8,670.00	\$8,670.00	\$11,777.00	\$11,777.00
10	L-110	NON-ENCASED ELECTRICAL CONDUIT, 1 WAY - 2" PVC CONDUIT	LF	1,600	\$5.00	\$8,000.00	\$3.49	\$5,440.00	\$16.00	\$25,600.00
0011	L-115	ELECTRICAL JUNCTION STRUCTURE, L-867 PULLCAN	EA	6	\$850.00	\$5,100.00	\$782.00	\$4,692.00	\$920.00	\$5,520.00
0012	L-125	L-880 PAPI	EA	1	\$40,000.00	\$40,000.00	\$28,420.00	\$28,420.00	\$16,888.50	\$16,888.50
Alternate 4 Total:						\$129,400.00		\$103,703.00		\$132,035.50

Note: Total does not include applicable New Mexico Gross Receipts Tax (NMGR).T).




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**INTER-DEPARTMENTAL MEMORANDUM**


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**TO:** Robert Garza, P.E., City Manager

**FROM:** Lisa Murphy, AICP, C.M., Airport Administrator LM

**DATE:** July 17, 2015 **FILE NO.:** A-16-002

**SUBJECT:** Federal & State Grant Applications - Installation of PAPIs on Runway 8/26

I am respectfully requesting authorization to submit two grant applications for a new capital improvement project at the Las Cruces International Airport. In late spring 2015, the Federal Aviation Administration (FAA) agreed to provide federal funds to install two Precision Approach Path Indicators (PAPIs) on Runway 8/26. PAPIs are visual aids that provide guidance information to help a pilot acquire and maintain the correct approach path to an airport during the landing phase of flight. The installation of the PAPIs will replace the antiquated Visual Approach Slope Indicator (VASI) system that is no longer operable on Runway 8/26. The installation of the PAPIs will not only significantly improve flight safety, it will address the concerns of the local pilot community who have expressed a desire to have a visual approach aid to improve flight safety, particularly at night, for Runway 8-26.

The City's on-call airport engineer, Delta Airport Consultants Inc., prepared the design and bid documents for the project. The project was designed with four bid alternates. Two alternates were for the installation of either LED PAPIs or incandescent PAPIs. The other two alternates were to install PAPIs on either both runways (Runways 8 and 26) or only one runway (Runway 26). In coordination with the City's Purchasing Department, the Invitation to Bid was published on May 24, 2015 and bids were opened on June 25, 2015. The City received two bid proposals. The apparent low bidder is Bixby Electric for all four alternates.

The FAA has informally agreed to fund Alternate 1 in the amount of \$181,392 (excludes NMGRT). Alternate 1 is for the installation of LED PAPIs on both Runway 8 and 26. The FAA will commit 90% of funds to the total project costs. The New Mexico Department of Transportation – Aviation Division (NMDOT-AD) will commit 5% of funds to the total project costs. The City will be required to provide a 5% local match to the total project costs. The total project costs, which include construction administration services by Delta Airport Consultants, Inc.; construction costs; administrative costs; FAA flight check costs and NMGRT is \$265,802.

Attached are four copies of the FAA application requesting federal Airport Improvement Program assistance in the amount of \$239,222. If you support the request to submit the applications, your signature will be required as indicated on the attachments. The grant application to NMDOT – AD in the amount of \$13,290 must be submitted electronically.

While in the past NMDOT-AD allowed paper applications, from this fiscal year forward they are requiring all grant requests be submitted electronically through their database known as Airport IQ.

The local match portion in the amount of \$13,290 is budgeted under the Contingency Match Capital account number 4001-40806060-854340 which has an available balance of \$300,000 in FY16. Attached is a YTD budget report for this account.

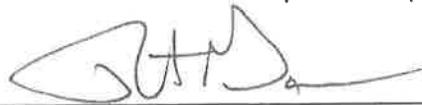
Upon receipt and approval from both the FAA and NMDOT – AD, I will prepare appropriate resolutions for City Council consideration to accept the FAA grant award, to accept the NMDOT-AD grant award, to adjust the adopted FY16 budget to reflect the grant funds and to award a construction contract to Bixby Electric. If you authorize City staff to formally submit electronic NMDOT-AD grant applications, please acknowledge on the line below and staff will proceed accordingly.

Please do not hesitate to contact my office at 541-2471 if you have any questions. Thank you for your time and consideration.

Attached: As Stated

- cc: <sup>Legd B</sup> Daniel Avila, P.E., Assistant City Manager/COO <sup>DA</sup>
- David Maestas, P.E., Transportation Director <sup>DM</sup>
- Amy Bassford, Grants and Contracts Compliance Specialist

Approval to Submit:

  
 Robert Garza, PE, City Manager

7/23/15  
 Date



# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of September 21, 2015  
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE LAS CRUCES INTERNATIONAL AIRPORT TO ACCEPT FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT NO. 3-35-0024-029-2015 IN THE AMOUNT OF \$239,221.00 AND NEW MEXICO DEPARTMENT OF TRANSPORTATION – AVIATION DIVISION GRANT LRU-16-02 IN THE AMOUNT OF \$13,290.00 FOR THE INSTALLATION OF PRECISION APPROACH PATH INDICATORS ON RUNWAYS 8 AND 26; AWARD A CONSTRUCTION CONTRACT TO BIXBY ELECTRIC, INC. OF ALBUQUERQUE, NM IN THE AMOUNT OF \$181,392.00 PLUS NMGR; RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT APPLICATIONS AND ADJUST THE FY 2016 ADOPTED BUDGET.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes  No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>Lisa Murphy</i>	541-2471	9-3-15
Department Director	<i>[Signature]</i>	541-2048	9-3-15
Management & Budget Manager	<i>[Signature]</i>	541-2106	9-4-15
Assistant City Manager /CAO	<i>[Signature]</i>	541-2271	9/8/15
Assistant City Manager/COO	<i>[Signature]</i>	541-2128	9/8/15
City Attorney	<i>[Signature]</i>	541-2128 541-2115	11 Sept 2015
City Clerk - Interim	<i>[Signature]</i>	541-2076	9/14/15