

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Aviation

AGENDA DATE: January 27, 2015

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, A.A.E., Director of Aviation
780-4724

DISTRICT(S) AFFECTED: ALL

SUBJECT:

That the City Manager be authorized to sign a Non-Federal Reimbursable Agreement (AJW-FN-CSA-15-2174) between the City of El Paso and the Federal Aviation Administration ("FAA") for Resident Engineering construction support and flight inspection of the impacted FAA system as part of the Reconstruction of Runway 08L-26R Project at the El Paso International Airport. The total amount of the agreement to be paid to the FAA is \$250,231.06.

BACKGROUND / DISCUSSION:

The item requests the approval for a resolution that will allow the City to enter into a reimbursable agreement with the FAA. Per the agreement, the City will pay for FAA services related to the Reconstruction of Runway 8L-26R project at El Paso International Airport. The services to be provided by the FAA include Resident Engineering construction support and flight inspection of the impacted FAA system and facilities. The estimated amount is \$250,231.06. The amount is funded by FAA AIP Grant funding in the amount of \$225,207.95 (90% of total cost) and Airport Enterprise Funds in the amount of \$25,023.11 (10% of total cost).

PRIOR COUNCIL ACTION:

City Council approved a reimbursable agreement on December 10, 2013 with the FAA for the FAA services provided by the FAA during the design phase of the same project.

AMOUNT AND SOURCE OF FUNDING:

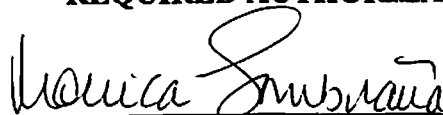
G620AIP33 – 90% FAA AIP Grant and 10% EPIA Enterprise Funds

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Non-Federal Reimbursable Agreement (AJW-FN-CSA-15-2174) between the City of El Paso and the Federal Aviation Administration ("FAA") for Resident Engineering construction support and flight inspection of the impacted FAA system as part of the Reconstruction of Runway 08L-26R Project at the El Paso International Airport.

ADOPTED this the _____ day of _____, 2015.

THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Marvin Foust
Assistant City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF EL PASO
EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS**

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

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

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

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

ARTICLE 1. Parties

The Parties to this Non-Federal Reimbursable Agreement (Agreement) are the FAA and the City of El Paso.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement is to support the Sponsor's "project" at El Paso International Airport, El Paso, Texas. The project is defined by the following scope: Reconstruction of Runway (RWY) 08L/26R. Additionally, Taxiway (TWY) "Y" will be constructed as a parallel TWY to the newly constructed RWY 08L/26R. RWY

08L/26R is currently 5,499' x 75'. The Sponsor's objective is to reorient the reconstructed RWY to be truly parallel with RWY 08R-26L. Additionally, TWYs "U" and "V" will be reconstructed, extend, and attached to the newly constructed RWY and TWY "Y". The demolition and reconstruction of the existing RWY and TWYs will impact FAA signal, communications, and electrical field cabling to the Airport Surveillance Radar (ASR-9) and the Remote Transmitter Receiver (RTR).

FAA cabling shall be protected during demolition work and rerouted to meet the new RWY configuration. Additionally, the ASR-9 and RTR will be impacted during the rerouting of the electrical services. To ensure expeditious restoration of electrical service, preventative measures shall be taken to ensure early coordination for all power outages. Rerouting of the electrical and signal cabling will require trenching across perimeter road(s), walking pathway(s), parking area(s), and the electrical and signal cabling for FAA Visual Aids (VISAIDS) serving RWY 08R/26L. The VISAIDS serving RWY 08R/26L will remain in service during the construction activities on RWY 08L/26R. Minimal impact is anticipated to runway operations on RWY 08R/26L. When completed, the work at El Paso International Airport will provide increased safety thereby benefitting the operators of the National Airspace System (NAS). The amounts necessary for the FAA to complete this project are set forth intra in Article 7, Estimated Cost. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

"Rerouting & Relocation of FAA Power, Signal, and Communications Cables due to RWY 08L/26R Reconstruction & Reorientation at El Paso International Airport, El Paso, Texas"

This Agreement facilitates FAA Resident Engineering construction support and flight inspection of the impacted FAA systems.

The following FAA owned airfield equipment may be impacted by the Sponsor's project:

- Remote Transmitter/Receiver (RTR) site.
- Airport Surveillance Radar (ASR-9) site.

B. The FAA will perform the following activities:

1. Provide all technical assistance necessary to ensure that the Sponsor's project meets FAA rules, regulations, orders, requirements, standards, and specifications.
2. Provide all FAA standard drawings, specifications, and directives for use by the Sponsor in execution of the project.
3. Meet with the Sponsor as required to coordinate and discuss project planning and engineering.

4. Provide review and oversight to the sighting of FAA facilities, contingent upon the finished grading plans and data provided by the Sponsor as described in Article 3 paragraph C8 below.
5. Electronically locate and physically mark all FAA power and control cables in the area affected by the Sponsor's construction project. The FAA will provide oversight of the Sponsor's excavation of cable to ensure cable integrity.
6. Provide Resident Engineering (RE) services during all construction phases of the project necessary to establish or restore service to affected FAA facilities, systems, and equipment. During the construction phase of the project, it is the RE's responsibility to protect the FAA's interests.

In furtherance of this responsibility RE will:

- a. Be the FAA's primary point of contact for the Sponsor during these construction phases of the project to ensure that all necessary information is coordinated with the appropriate FAA parties;
- b. Ensure all reasonable efforts are made to minimize the impact to FAA operations and existing facilities;
- c. Notify Sponsor and FAA personnel about and document significant discrepancies between the approved design plans and specifications and the actual work performed;
- d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and of any delays in the schedule;
- e. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project;
- f. Ensure compliance with all FAA rules, regulations, orders, standards, requirements, and agreements; and
- g. Witness key events in the project such as, but not limited to, the connecting and testing of all FAA power and control field cables and the exothermic welding of grounding, bonding, and lightning protection connections.

The RE does not have authority to:

- h. Revoke, alter, or waive any requirement of the design plans, specifications, or drawings of the Sponsor's construction project;
- i. Act as the contractor's foreman, or perform any other duties for the contractor;
- j. Enter into or take part in any labor dispute between the Sponsor and its construction contractor;
- k. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor; or
- l. Modify, update, or change this Agreement in anyway.

7. Review and approve the Sponsor's construction contractor's "as-built" drawings for those portions of the project that include FAA facilities, systems, equipment, and infrastructure.
8. Participate with the Sponsor in all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) involving items affecting FAA facilities for the purpose of identifying any deficiencies requiring correction (also called "exceptions").
9. Coordinate and participate in all activities associated with restoration of any and all affected FAA facilities, systems, and equipment.
10. Coordinate with the Airport Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA actions. Also ensure NEPA documentation meets FAA requirements and approvals.
11. Coordinate Environmental Due Diligence Audit (EDDA) documentation for FAA F&E facilities with real property transaction(s) that are associated with this project.
12. Arrange all Flight Inspections.
13. Ensure that all Sponsor-provided National Flight Data Center (NFDC) data for all FAA Navigational Aid (NAVAID) facilities associated with this project are submitted for publication.
14. Review and update all Facility Reference Data File (FRDF) information and documentation to ensure compliance with FAA regulations, rules, orders, requirements, standards, and specifications.
15. Perform engineering design reviews of the Sponsor's plans and specifications in support of the construction phase of the project. The FAA will provide two review cycles at 90% and 100% of the Sponsor's design plans and specifications. The 100% design plans and specifications are not final until the FAA has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the design plans and specifications.
16. Provide an electronics Technical Onsite Representative (TOR) and other FAA personnel, as needed, in support of the Agreement to perform the necessary checks on FAA facilities, systems, and equipment during all electronic installation(s), tune up(s), checkout(s), optimization(s), and all necessary flight inspection activities of the project necessary to reestablish the affected FAA facilities, systems, and equipment into the NAS.

17. The Resident Engineer will collect all communications, signal, and electrical cables testing records impacted by this project, the records will become part of the JAI documents.
18. Contact the supplier to initiate the transfer of the electrical service account from the Sponsor to the FAA at the end of the project. This transfer action is to be accomplished based on required information furnished by the Sponsor and obtaining an approved funding obligation to pay for the recurring charges. The FAA will recover all costs associated with the transfer of electrical services via this Agreement for all impacted FAA facilities.

C. The Sponsor will perform the following activities:

1. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.
2. Provide all funding for this Agreement.
3. Perform all appropriate surveys, engineering design, and construction for the relocation of the FAA communications, signal, and electrical cables impacted by the demolition, reconstruction, and reorientation of RWY 08L/26R and TWYs "U", "V", and "Y".
4. Develop the plans and specifications, with FAA's participation and approval, for any changes to FAA facilities, systems, equipment, and their infrastructures necessitated by the Sponsor's project.
5. Provide a full time technical on site representative during all construction phases of the Sponsor's project where FAA facilities, systems, equipment, and their infrastructure are affected.
6. Provide a schedule, within 30 days after the effective date of this Agreement and updated monthly (or as soon as changes occur), for the following tasks:
 - a. Construction bid
 - b. Construction award
 - c. Construction start
 - d. Construction planned completion
 - e. Overall Construction sequencing schedule
 - f. Identify date for NAVAIDs equipment delivery
7. Ensure that no other activities or projects at the airport, scheduled or otherwise, interfere with the FAA's flight inspections, acceptance testing, or other scheduled activities. Provide the Flight Procedures Team (FPT) the obstruction Survey 18

months prior to the desired publication date, additionally the surveyed "as'built" data must be received three months prior to the FAA's flight inspection.

8. Provide finished grading plans for the full length of the newly constructed RWY and most importantly the runway thresholds (including the latitude/longitude coordinates of centerline points and elevations to nearest 0.1 ft vertical).
9. Coordinate with the FAA an "extended shutdown" request for the Airport Surveillance Radar and the Remote Transmitter Receiver as required no less than 45 days prior to the start of construction affecting those FAA facilities. A complete construction schedule must accompany the shutdown request.
10. Provide to the FAA in hard-copy format eight (8) sets of 11" x 17", ½ size and three (3) full American National Standards Institute (ANSI) size "D" and one electronic copy using "MicroStation" or "AutoCAD" DWG format saved as Version 12 or lower of the complete/finalized design drawings and specifications for the FAA's coordination and review at the 90% and 100% design phases. The FAA will have 21 working days to submit comments back to the Sponsor for each review cycle. Within 21 working days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the FAA Technical Officer a written response to each of the FAA's comments, suggestions, and requirements. The 100% design plans and specifications are not final until the FAA has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the design plans and specifications. No construction associated with this project may begin prior to receipt of the foregoing FAA design approval. Furthermore, the Sponsor shall advise the FAA immediately of any proposed changes to the "approved" design plans and specifications before and during the projects construction.

The design drawings and specifications shall be sent to the following addresses:

4 sets each of ½ size drawings, 1 set each of full size drawing and 1 each electronic copy to:

FAA Central Service Area, Technical Officer
ATTN: Johnnie White, Manager, AJW-2C15G
Infrastructure Engineering Center
2601 Meacham Boulevard
Fort Worth, Texas 76137
(817) 222-4571
johnnie.white@faa.gov

2 sets each of ½ size & 2 sets each of full size drawings to:

FAA El Paso Navigation/Communication System Support Center (SSC)
ATTN: Sergio Montoya, Manager, WCU26-ELP
2050 Hawkins Boulevard

El Paso, Texas 79925
(915) 775-0750
sergio.montoya@faa.gov

2 sets each of ½ size drawings to:

FAA Albuquerque Technical Support Center (TSC)
ATTN: Eli Deluna, Manager, AJW-C22K
6001 Indian School Road N.E., Suite 550
Albuquerque, New Mexico 87110
(505) 856-4778
eli.deluna@faa.gov

11. Complete the construction bid, the contract, and award process for the construction phase of the project. The project's scope of work will include but not be limited to all site preparation work (e.g., trenching, grading, filling, demolition) and the installation of all necessary equipment and associated power, signal, and communication cables.
12. Notify the FAA at least 60 calendar days in advance of when FAA RE services are required. FAA RE services will be required for all construction work related to FAA facilities or their infrastructure throughout the project.
13. Verify marked cables by hand-digging at multiple locations in the construction zone to establish cable depth, routing, and location confirmation. Replace all FAA power and control cables that are destroyed or otherwise made unusable by the Sponsor's project for all FAA facilities, systems and equipment. Reestablish and restore any FAA facilities impacted by project activities. Reestablishment shall be in accordance with specifications provided by the FAA.
14. Procure and install new cables (Monitor, Signal, Grounding, Power, and Communication Cables) and duct banks for the project. All electrical wiring, control, and signal wiring shall be tested and documented before and after their installation in the presence of the FAA RE per FAA-provided specifications. If it becomes necessary to replace cable, then the Sponsor will replace said cable with new, continuous one-piece cables runs. The Sponsor will not splice any FAA cables, unless feasibly and functionally necessary, and as coordinated with and approved by FAA.
15. Provide new support structures for the relocated electrical meter(s), disconnect switch, and transient voltage surge suppressor at the ASR and RTR sites. For the transformers at each site provide transformer foundation or mounting pads in accordance with the utility company and the FAA provided specifications.
16. Repair or replace any FAA facility access roadways, equipment pads, walkways, parking lots or shelter pads disturbed or degraded during construction.

17. Correct all exceptions noted in the CAI and the JAI.
18. Provide 100 gallons of fuel to be used during the electrical transition period at the ASR.
19. Establish or modify electrical service for any FAA facilities, equipment and/or systems incorporated in this project and pay for any one-time costs incurred. Also, the Sponsor shall pay any recurring utility charges until the project is completed and accepted by the FAA. The Sponsor must notify the FAA at the end of the project and provide the essential information listed below, so that the FAA can initiate the transfer of the electrical service account. The information to be provided to the FAA is as follows:
 - a. Name, address, and phone number of local electrical service supplier;
 - b. Service address, meter number, and account number; and
 - c. Related information (e.g., service type, estimated energy consumption, copy of monthly billing charges, etc.).
20. At the time of the CAI, provide the FAA with all warranty information and documentation for the work done by the Sponsor's contractor on FAA facilities, equipment, and systems. This information shall include equipment or material provided and cable and grounding/lightning protection system testing.
21. At the time of the CAI, provide the FAA three (3) sets of redline, "as-built" drawings, ANSI "D" size (22"x 34") in hard copy format. The Sponsor will also provide the FAA three (3) sets of final "as-built" drawings (ANSI "D" size) and one electronic copy "MicroStation" or "AutoCAD" DWG format saved as Version 12 or lower upon the project's total completion. The electronic copy shall include all the accompanying library files needed to generate a complete set of drawings. The final "as-built" drawings will be delivered no later than 60 days after project completion. The requirement for submitting "as-built" drawings to the FAA shall be in accordance with the milestones established in the project's plans and specifications. The Sponsor shall incorporate the "red line" drawing changes approved and provided by the FAA Resident Engineer to create the project's final "as-built" drawings. The "as-Built" drawings will identify the final configuration of each FAA facility and associated equipment, including corresponding site/plot configuration, restricted critical/clearance areas, access roads, and cable routes associated with the project. If the Sponsor does not provide the "as built" drawings as required by this Agreement, the FAA will complete the "as-built" drawings and bill the Sponsor for the expense.
22. Sponsor must provide land rights and enter into a no-cost land Memorandum of Agreement (MOA) with the FAA for the new or relocated facilities for a 20-year term. This includes, but is not limited to, the new sites and any access roads, cable routes and/or restricted critical areas. The Sponsor must have an all land rights no-cost Memorandum of Agreement, including easements, fully executed

between the Sponsor and the FAA prior to the commencement of any construction under this Agreement.

23. Collect and provide to the FAA for publication all NFDC data for all NAVAIDs facilities associated with this project at least one year prior to the publication date.
 24. Participate in Flight Inspections.
 25. Disconnect, remove and dispose of all transformers that will be excessed in this project, including transportation to final disposal facility.
 26. Demolish and dispose of the all existing (old) foundations. All associated abandoned materials and equipment shall be demolished and disposed of in accordance with all applicable FAA rules, regulations, orders, and specifications.
 27. Develop the plans and specifications, with the FAA's participation and approval, for all changes to FAA facilities, systems, equipment, and their infrastructures necessitated by the Sponsor's project.
 28. The Sponsor agrees to remediate, at its sole cost, all petroleum and hazardous substance contamination on any new route identified for FAA infrastructure prior to construction, installation, and relocation.
- D. This agreement is in whole or in part funded with funding from an AIP grant Yes No. If Yes, the grant date is: 08/26/14 and the grant number is: 3-48-0077-034-2014.

E. Delineation of Responsibilities:

In addition to the above referenced responsibilities, the following delineates specific responsibilities between the FAA and the Sponsor.

RUNWAY 08L/26R (Existing Runway and Taxiways)

1. RWY 08L/26R Demolition Work

a. Electrical Power Cables

Support Identification of FAA cable paths by:	FAA
Identify and mark cable path(s) and depth(s) by:	Sponsor
Protect integrity of cables to FAA facilities by:	Sponsor
FAA concrete cable marker(s) removal by:	Sponsor
Disconnect FAA Cables at RTR and ASR-9 by:	FAA

b. Electrical Transformers and Meter Enclosure

FAA owned transformers disposition by:	FAA
Transformer foundation removal by:	Sponsor

Electrical meter enclosure removal by: Sponsor

c. Communications, Signal, and Monitoring Cables

Support identification of FAA cable paths by: FAA
Identify and mark cable path(s) and depth(s) by: Sponsor
Protect integrity of cables to FAA facilities by: Sponsor
FAA concrete cable markers removal by: Sponsor
Disconnect FAA Cables at RTR and ASR-9 by: FAA
Removal and disposal of underground cables by: Sponsor
Grounding of underground abandoned cables by: Sponsor

Note: Removal of cables shall be completed as required by FAA. Abandoned cables shall be grounded as per FAA guidance.

2. Taxiways "U" and "V" Demolition Work

a. Communications, Signal, and Monitoring Cables

Support identification of FAA cable paths by: FAA
Identify and mark cable path(s) and depth(s) by: Sponsor
Protect integrity of cables to FAA facilities by: Sponsor
FAA concrete cable markers removal by: Sponsor
Disconnect FAA Cables at RTR and ASR by: FAA
Removal and disposal of underground cables by: Sponsor
Grounding of underground abandoned cables by: Sponsor

Note: Removal of cables shall be completed as required by FAA. Abandoned cables shall be grounded as per FAA guidance.

b. Midfield Communications Cabinet

Support identification of FAA cable paths by: FAA
Identify and mark cable path(s) and depth(s) by: Sponsor
Protect integrity of cables to RWY 08R/26L by: Sponsor

RUNWAY 08L/26R (New Runway and Taxiways)

1. Runway 08L/26R New Construction Work

a. Concrete Encased 4" Duct Bank for Power, Communications, Signal, and Monitoring Cables

Materials and installation provided by: Sponsor
Manholes & Handholes material provided by: Sponsor
Manholes & Handholes installation provided by: Sponsor
Concrete Cable Markers & Brass cable tags materials and installation provided by: Sponsor
Core Drill to create new penetrations by: Sponsor
Protect integrity of FAA facilities by: Sponsor

Test Duct Bank integrity by pulling a “mandrel” by: Sponsor

**b. Electrical Transformer(s) and Supporting Equipment
at RTR and ASR sites**

Meet electrical utility requirements by: Sponsor
Foundations by: Sponsor
Transformer(s) (new) material and installation by: Sponsor
Meter enclosure(s) and support structures(s) (new)
materials and installation by: Sponsor
Disconnect switch(s) (new) materials and
installation by: Sponsor
Transient Voltage Surge Suppressor(s) (new)
materials and installation by: Sponsor

c. Access Road(s), Walkway(s), and Parking Lot(s)

Restoration at RTR and ASR by: Sponsor

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Air Traffic Organization, Central Service Area, Infrastructure Engineering Center A, Fort Worth, Texas) will perform the scope of work included in this Agreement. Johnnie White is the Manager, Infrastructure Engineering and liaison with the Sponsor and can be reached at (817) 222-4571. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan, who can be reached at 817-222-4395 or via electronic mail at brad.logan@faa.gov.

B. Sponsor:

City of El Paso
Attn: Monica Lombrana
Director of Aviation
6701 Convair Road
El Paso, Texas 79925
Telephone: (915) 780-4793
Facsimile: (915) 779-5452
Email: lombranamx@elpasotexas.gov

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to the FAA is in the best interest of both the Sponsor and the FAA.

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

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional

documents and publications that will enhance the FAA’s ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The FAA reserves the right to move funds among its various internal project work codes. The estimated FAA costs associated with this Agreement are as follows:

Description of Reimbursable Item	Estimated Cost
Labor	
Project Management WB4010	\$ 36,136.80
Engineering Support WB4020	\$ 47,379.36
Environmental, Occupational, Safety & Health WB4030	\$ 5,000.00
Construction Oversight RE Services WB4050	\$ 85,122.24
Checkout Equipment/Testing /Commission/JAI WB4060 WB4070	\$ 7,628.88
Labor Sub Total	\$ 181,267.28
Labor Overhead 17%	\$ 30,815.44
Total Labor	\$ 212,082.72
Non-Labor	
Travel WB4020, WB4030, WB4050, WB4060, WB4070	\$ 22,679.00
Environmental, Occupational, Safety & Health WB4030	\$ 5,000.00
Flight Inspection WB4070	\$ 8,310.00
Non-Labor Subtotal	\$ 35,989.00
Non-Labor Overhead 6%	\$ 2,159.34
Total Non-Labor	\$ 38,148.34
Total Labor & Non-Labor	\$ 250,231.06

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the FAA Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such

advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The FAA Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the FAA Accounting Division. The Sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, Oklahoma 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
6500 South MacArthur Boulevard
Oklahoma City, Oklahoma 73169
Telephone: (405) 954-6724

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

City of El Paso
Attn: Monica Lombrana
Director of Aviation
6701 Convair Road
El Paso, Texas 79925
Telephone: (915) 780-4793
Facsimile: (915) 779-5452
Email: lombranamx@elpasotexas.gov

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

additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification of the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

- F. The FAA will refund any unused prepayment or payments to the Sponsor upon completion of the project.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least 30 days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included with this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

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

ARTICLE 15. Warranties

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

ARTICLE 16. Insurance

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

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, employees, and agents from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from an act or omission by an officer, employee, or agent of the FAA acting within the scope of his or her employment, this hold harmless obligation

will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, *et seq.*, will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

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

ARTICLE 19. Protection of Information

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

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A, Contractor and Industrial Security Program, applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

FEDERAL AVIATION
ADMINISTRATION

CITY OF EL PASO

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Tomas Gonzalez
TITLE City Manager
DATE _____

APPROVED AS TO FORM:



Marvin Foust
Assistant City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation