CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Airport

AGENDA DATE: January 13, 2009

CONTACT PERSON/PHONE: Monica Lombraña, A.A.E.-780-4724

DISTRICT(S) AFFECTED: 2

SUBJECT:
Approval of a resolution to authorize the Acting Director of Aviation to sign and submit grant applications and related documentation to the Federal Aviation Administration (FAA), and be designated the official representative of the City of El Paso to act in connection with the application process for the Airport Improvement Program (AIP) Project No. 3-48-0077-26-09. Also, that upon approval and issuance of such grant by the FAA, the City Manager be authorized to accept and sign the grant agreement, and other necessary documents when the form and substance of those documents has been reviewed and approved by the City Attorney's office.

BACKGROUND / DISCUSSION:
The Department of Aviation is submitting application for FY 2009 for the following project:

- Reconstruction of Taxiway "J" and "M" – This project will provide for the total reconstruction of portions of El Paso International Airport's (EPIA) Taxiway "J" and "M". The reconstruction will be accomplished by removing existing asphalt concrete pavement and replacing with Portland cement concrete pavement.

Congress approved a temporary extension of aviation funding programs and all aviation taxes through March 31, 2009, and this application reflects 30% of entitlement funding made available to Airports by the FAA.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one? If so, when?
N/A

AMOUNT AND SOURCE OF FUNDING:
Federal Aviation Administration Airport Improvement Program Grants - $1,702,409.00
Airport Enterprise Fund - $89,475.00

BOARD / COMMISSION ACTION:
Airport Board is briefed on Capital Improvement Projects and associated funding at every board meeting.

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____
Cynthia Osborn, Asst. City Attorney

OTHER: Monica Lombraña, A. A. E., Acting Director of Aviation
(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the Acting Director of Aviation be authorized to sign and submit grant applications and related documentation to the Federal Aviation Administration (FAA), and be designated the official representative of the City of El Paso to act in connection with the application process for the Airport Improvement Program (AIP), Project No. 3-48-0077-26-09; and

That upon approval and issuance of such grant by the FAA, the City Manager be authorized to accept and sign the grant agreement, and other necessary documents when the form and substance of those documents has been reviewed and approved by the City Attorney's Office; provided that such authorization shall include the ability to accept and sign multiple agreements and documents, as the FAA grant may be issued in various disbursements; and

That the City Manager be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant; and

That the total grant amount shall include a federal share of $1,702,409.00 and a local share of $89,475.00, and will be utilized for the following project:

> Reconstruction of Taxiway "J" and "M" - this project will provide for the total reconstruction of portions of El Paso International Airport's Taxiways "J" and "M" and includes the removal of existing asphalt concrete pavement and replacement with Portland cement concrete pavement.

PASSED AND APPROVED THIS ____ DAY OF _____ 2009.

CITY OF EL PASO

ATTEST:

_____
John F. Cook, Mayor

_____
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

_____
Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Monica Lombraña
Acting Director of Aviation

Doc. No.: 44858
Doc. Name: AIP Grant Application (FY09)
DOC Author: COSB

GRANT INFORMATION APPLICATION FORM (GIAF)

Departments applying for a grant are requested to complete and submit this form, electronically or in person, to applicable individuals listed below. Department Director must certify cash match availability, when required, prior to pursuing grant proposal. PRIOR AUTHORIZATON IS NOT REQUIRED FOR DEPARTMENTS TO APPLY FOR A GRANT. **Grant applications under $25,000 do not require City Manager's signature unless specified by funding agency or if application is to a federal agency.**

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: Monica Lombraña

Title: Assistant Director of Aviation

Phone: (915) 780-4793

Fax No. (915) 779-5452

2. GRANT DATA

Grant Title: Airport Improvement Program Grant 3-48-0077-26-09

Funding Agency: Federal Aviation Administration

Due Date: January 31, 2009

Requires Mayor or City Manager's Signature? Yes ☒ No ☐

3. FINANCIAL DATA

Amount of Funding Request: **$1,702,409**

Amount of Matching Funds: **$89,475**

Amount of In-kind: **N/A**

Total Project Amount: **$1,791,884**

4. GRANT CLASSIFICATION

☐ Competitive (award based on competition among eligible Applicants)

☒ Entitlement (a set of funds determined under a formula grant)

☐ Continuation (on-going funding from existing funding agency)

☐ Other:

CITY OF EL PASO
FINANCIAL SERVICES
DEC 18 2008
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5. Cash Match Certification

Department Director certified cash match availability: Yes ☒ None required ☐

Account No. for Matching Funds: Project G620AIP0025
Fund 11514, Dept ID 62620031

Grant allows for operating/administrative costs: Yes ☒ No ☐

Brief description of grant:

The Department of Aviation is submitting application for FY 2009 for the following project:

- Reconstruction of Taxiway "J" and "M" – This project will provide for the total reconstruction of portions of El Paso International Airport's (EPIA) Taxiway "J" and "M." The reconstruction will be accomplished by removing existing asphalt concrete pavement and replacing with Portland cement concrete pavement.

Attached application is for $1,702,409 - 30% of Federal Aviation Administration (FAA) entitlement grant funding for FY 2009. Congress approved a temporary extension of aviation funding programs and all aviation taxes through March 31, 2009, and this application reflects 30% of entitlement funding made available to Airports by the FAA.

Required Signatures

(Sign #s 1 – 5 if grant is over $25,000 or requires city manager, top elected official or council approval. Sign #s 1 – 2 only if grant is under $25,000 and not a federal grant). Questions: Contact Grants Services Division at 541-4445.

1. Patricia D. Adauto — 12-18-08
   Department Director — Date

2. Nancy Melendez for L — 12/18/08
   Financial Services – Grants Services Division — Date

3. Cynthia Allan — 12/29/08
   Legal Department **(skip if not required)** — Date

4. Joyce Shaw — 12/29/08
   Deputy City Manager **(in the absence of City Manager and if required)** — Date

5. [signature] — 12/29/08
   City Manager **(skip if not required)** — Date

Reconstruction of Taxiway J & M
Total Project Funding Breakdown

		FAA	% of Total (FAA)	Airport Match	Project Total	
2004 Grant (Discretionary)		$ 4,564,827.00	38.75%	$ 507,365.00	$ 5,072,192.00	
2008 Entitlements	75%	$ 3,887,005.00	32.99%	$ 436,955.00	$ 4,323,960.00	$ 5,189,084.00
2008 Entitlements	25%	$ 1,302,079.00	11.05%	$ 145,651.00	$ 1,447,730.00	
2009 Entitlements	30%	$ 1,702,409.00		$ 89,475.00	$ 1,791,884.00	
2009 Entitlements		$ 325,000.00		$ 17,105.00	$ 342,105.00	
Total		**$ 11,781,320.00**	**82.79%**	**$ 1,196,551.00**	**$ 12,977,871.00**	

	Account	Project Budget	FY 2004 3-48-077-22-04	FY 2008 - 75% 3-48-0077-24-08	FY 2008 - 25% 3-48-0077-25-08	FY 2009 - 30% 3-48-0077-26-09	FY 2009	Total
Advertising	502205	$ 2,000.00	$ 2,000.00					$ 2,000.00
Printing	502302	$ 1,500.00	$ 1,500.00					$ 1,500.00
Postage	502304	$ 1,000.00	$ 1,000.00					$ 1,000.00
Admin	508021	$ 21,728.00	$ 15,728.00	$ 6,000.00				$ 21,728.00
Prog Mgmt	508051	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ -		$ 12,000.00
Design	508016	$ 628,083.00	$ 628,083.00					$ 628,083.00
Construction	508027	$ 11,000,000.00	$ 4,208,881.00	$ 3,702,960.00	$ 1,241,813.00	$ 1,702,409.00	$ 325,000.00	$ 11,181,063.00
Contingency	508027	$ 661,917.00		$ 300,000.00	$ 111,917.00	$ -		$ 411,917.00
Inspections	508026	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 3,000.00		$ 15,000.00
Testing	508024	$ 250,000.00	$ 80,000.00	$ 80,000.00	$ 40,000.00	$ 25,000.00		$ 225,000.00
Const Mgmt	508027	$ 500,000.00	$ 125,000.00	$ 225,000.00	$ 50,000.00	$ 61,475.00	$ 17,105.00	$ 478,580.00
		$ 13,096,228.00	$ 5,072,192.00	$ 4,323,960.00	$ 1,447,730.00	$ 1,791,884.00	$ 342,105.00	$ 12,977,871.00
			$ -	$ -	$ -	$ -	$ -	

Version 9-03

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application ☐ Construction ☐ Non-Construction; Preapplication ☐ Construction ☐ Non-Construction	2. DATE SUBMITTED	Applicant Identifier: 3-48-0077-26-09
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: City of El Paso	Organizational Unit: Department: Aviation
Organizational DUNS: 058873019	Division:
Address: Street: 2 Civic Center Plaza	Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mr. First Name: Patrick
City: El Paso	Middle Name: T.
County: El Paso	Last Name: Abeln
State: TX Zip Code: 79901	Suffix: AAE
Country: USA	Email:
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6000749	Phone number (give area code): 915-780-4724 FAX number (give area code): 915-779-5452
8. TYPE OF APPLICATION: ☐ New ☐ Continuation ☐ Revision; If Revision, enter appropriate letter(s) in box(es): (See back of form for description of letters)	7. TYPE OF APPLICANT: (See back of form for Application Types) Other (specify) C - Municipal
Other (specify)	9. NAME OF FEDERAL AGENCY: Federal Aviation Administration
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 20-106 TITLE:	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Reconstruction of Taxiway J & M
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): El Paso, TX - El Paso County	
13. PROPOSED PROJECT: Start Date: October 2007 Ending Date: March 2009	14. CONGRESSIONAL DISTRICTS OF: a. Applicant 16 b. Project 16

15. ESTIMATED FUNDING — 2009 Entitlements 30%

a. Federal	$ 1,702,409.00
b. Applicant	$ 89,475.00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 1,791,884.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS

a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:

b. No. ☒ PROGRAM IS NOT COVERED BY E. O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr.	First Name: Patrick	Middle Name: T.
Last Name: Abeln		Suffix: A.A.E.
b. Title: Director of Aviation		c. Telephone number (give area code): 915-780-4724
d. Signature of Authorized Representative		e. Date Signed

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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

PART II
PROJECT APPROVAL INFORMATION
SECTION A

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

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:

1) Adopted Airport Master Plan
2) Adopted Land Use Plan
3) Adopted Airport Hazard Zoning Ordinance

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:

N/A

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 Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

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.

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

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 at which project is proposed.

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.

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.

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:

N/A

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":

1) Fee simple title free and clear of any exceptions or encumbrances or outstanding interests which would interfere with use of land surface or the airpsace above it for: a. Airport or navigation purposes or when no longer needed for such purpose b. Any other purpose, use or disposition authorized or requested by attachment

2) Easements – 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":

N/A

(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":

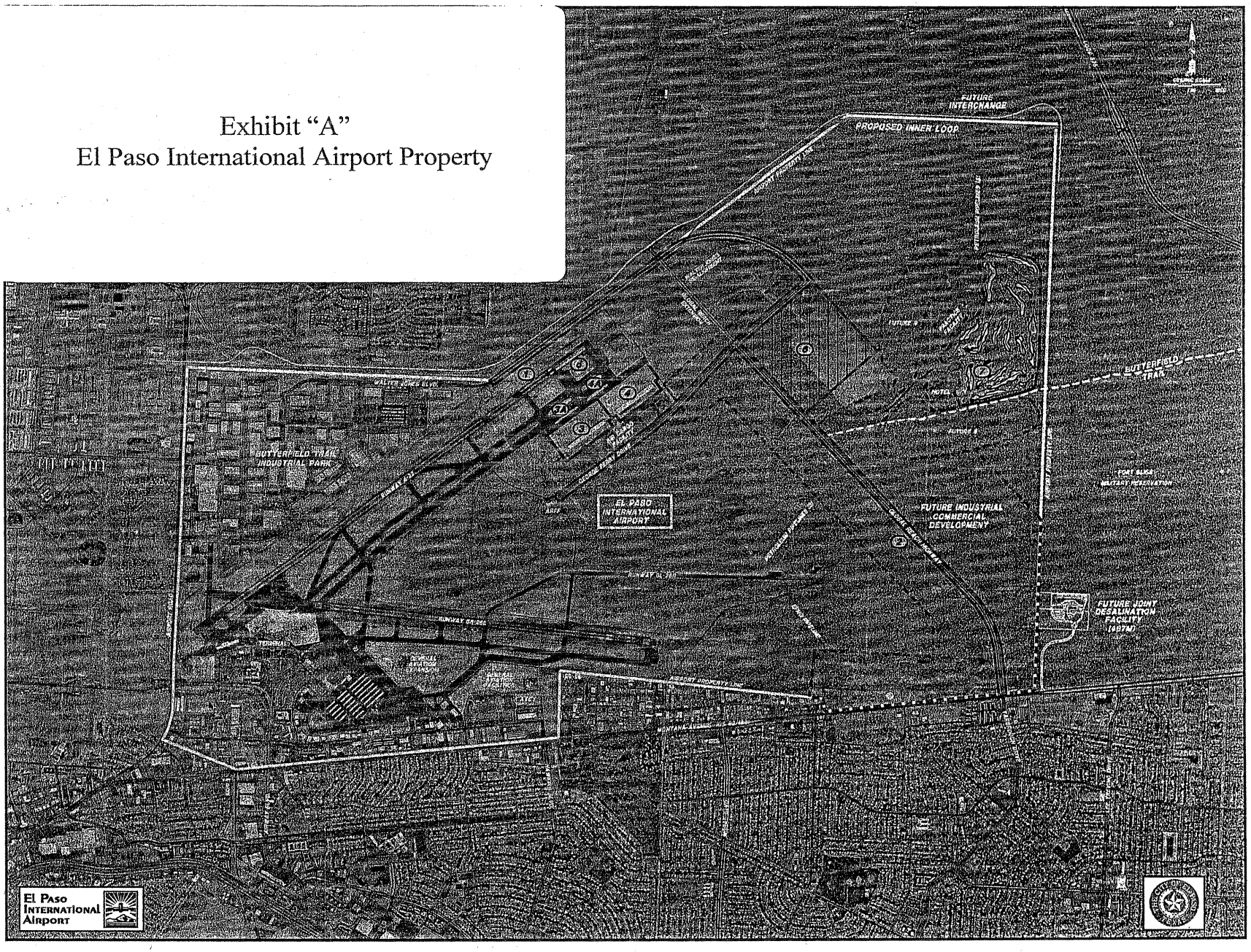
N/A

**State 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.*

CITY CLERK DEPT.
09 JAN -5 AM 9:54

CITY CLERK DEPT.
09 JAN 23 AM 10:04

Exhibit "A"
El Paso International Airport Property



DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION — OMB NO. 2120-0569

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No.
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.	Preliminary expense			
3.	Land, structures, right-of-way			
4.	Architectural engineering basic fees			
5.	Other architectural engineering fees			
6.	Project inspection fees Includes project mgmt, construction mgmt and testing			89,475
7.	Land development			
8.	Relocation expenses			
9.	Relocation payments to individuals and businesses			
10.	Demolition and removal			
11.	Construction and project improvement			1,702,409
12.	Equipment			
13.	Miscellaneous			
14.	Total *(Lines 1 through 13)*			
15.	Estimated Income *(if applicable)*			
16.	Net Project Amount *(Line 14 minus 15)*			1,791,884
17.	Less: Ineligible Exclusions			
18.	Add: Contingencies			
19.	Total Project Amt. *(Excluding Rehabilitation Grants)*			1,791,884
20.	Federal Share requested of Line 19			1,702,409
21.	Add Rehabilitation Grants Requested *(100 percent)*			
22.	Total Federal grant requested *(Lines 20 & 21)*			1,702,409
23.	Grantee share			89,475
24.	Other shares			
25.	Total project *(Lines 22, 23, & 24)*	$	$	$1,791,884

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION — OMB NO. 2120-0569

SECTION C - EXCLUSIONS

26. 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	
b.	Mortgages	
c.	Appropriations (By Applicant)	89,475
d.	Bonds	
e.	Tax Levies	
f.	Non Cash	
g.	Other (Explain)	
h.	Total – Grantee Share	89,475
28. Other Shares		
a.	State	
b.	Other	
c.	Total Other Shares	
29. TOTAL		$ 89,475

SECTION E - REMARKS

PART IV - PROGRAM NARRATIVE *(ATTACH – SEE INSTRUCTIONS)*

PART IV
PROGRAM NARRATIVE

PROJECT: Reconstruction of Taxiway "J" and "M"

AIRPORT: El Paso International Airport (EPIA)

1. Objective:

Total reconstruction of Taxiway "J" and a portion of Taxiway "M" is needed due to the pavement failing from the ground up; pavement from the original construction (bottom layer) is stripping, losing its asphalt binder, and becoming more of a base course. The failure appears to be fatigue (alligator) cracking and, to one degree or another, runs the length of Taxiway J from Taxiway E (from the point that was previously reconstructed) to Taxiway R, in areas that the aircraft wheels are situated when taxiing

The portion of Taxiway "J" that will be reconstructed is 8,800 feet long and 75 feet wide; the portion of Taxiway "M" that will be reconstructed is 129 feet long with a width that varies dependant upon the tapers associated with the taxiway.

2. Benefits Anticipated:

The reconstruction of Taxiway "J" and "M" has been identified and programmed to ensure the ongoing safety of airport operations at EPIA.

3. Approach:

a. In the summer of 2007, Taxiway "J" began to exhibit signs of rapid deterioration, to the extent that EPIA had to do the following:

1) Reconstruct a portion of the taxiway closest to Taxiway E, utilizing the contract with C.F. Jordan under the Runway 8R-26L Reconstruction project.

2) Close Taxiway J between Taxiways M and N due to complete failure in portions of this area.

EPIA proceeded with the design of the project as an emergency, requiring that the design engineer complete the design within six weeks. Construction commenced in March 2008 and is expected to be complete in June 2009.

b. See phasing plan sheets C3.1 through C3.5

c. This project will be subject to all Federal Aviation Administration Special Contract Provisions and City of El Paso General Conditions, including adequate inspection and testing (geotechnical and materials testing) in accordance with accepted standards as designated by the City of El Paso and project engineer.

d. Project Engineer – Kimley-Horn and Associates, Inc.
Construction Management – Paragon Parkhill, Smith & Cooper, Inc.
Materials Testing Lab – AMEC
C.F. Jordan, L.P. - Contractor
City of El Paso Engineering Department

4. Geographic Location:

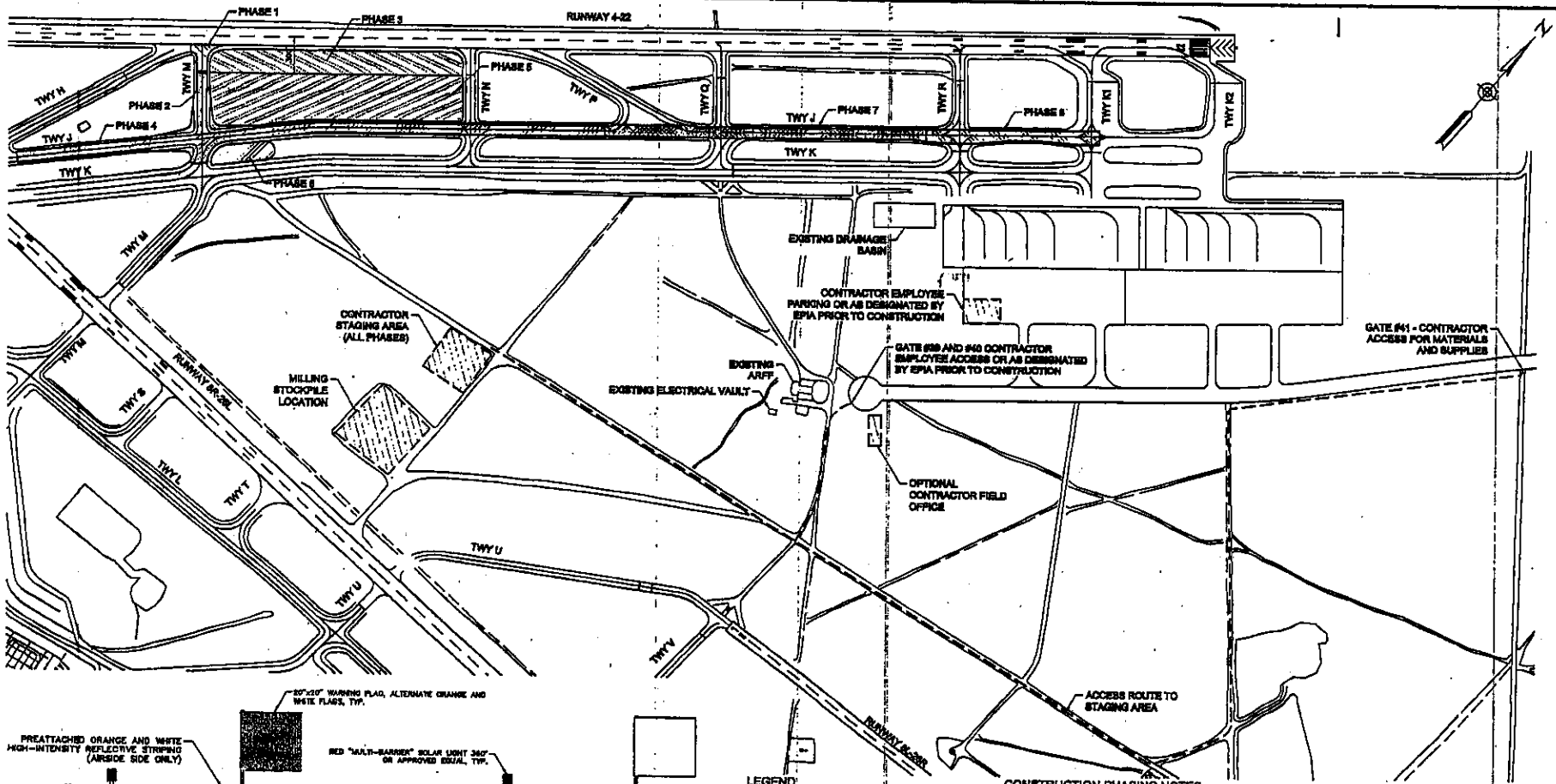
The project limits are shown in Figure C2.1 "Project Layout Plan".

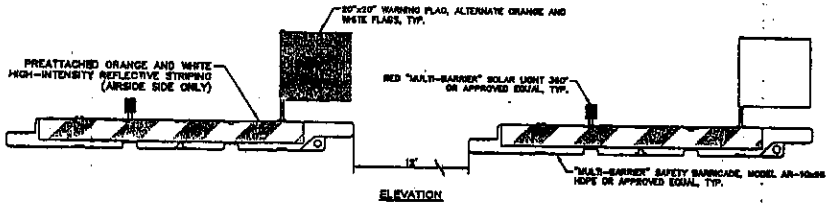
5. Other Information:

a. N/A

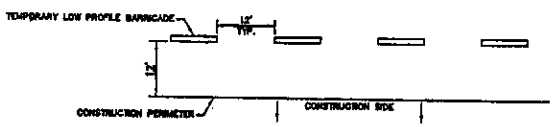
b. N/A

c. N/A





ELEVATION



PLAN

1 BARRICADE PLACEMENT PLAN
ext N.T.S.

NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PROPER POSITIONING OF ALL BARRICADES.
2. LOW PROFILE BARRICADES SHALL BE PLACED PARALLEL TO THE CONSTRUCTION PERIMETER.
3. LOW PROFILE BARRICADES SHALL BECOME PROPERTY OF EPIA AT THE END OF THE PROJECT.
4. LOW PROFILE BARRICADES ARE INCIDENTAL TO THE PROJECT AND WILL NOT BE PAID FOR.

LEGEND

PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
PHASE 6
PHASE 7
PHASE 8

PHASING COMBINATIONS

- PHASE(S) 1 AND/OR 3 MUST BE COMPLETED CONCURRENTLY AND FIRST.
- PHASES 2 AND 5 CAN BEGIN DURING PHASES 1 AND 3 BUT MUST NOT DELAY THE OPENING OF PHASES 1 AND 3. ANY DELAY TO PHASES 1 AND 3 WILL CAUSE THE AIRPORT TO STOP THE WORK ON ALL ADDITIONAL PHASES UNTIL PHASES 1 AND 3 ARE COMPLETED.
- PHASES 4 AND 6 CAN BEGIN DURING PHASES 2 AND 5 AND RUN CONCURRENTLY WITH PHASES 2 AND 5 BUT CANNOT START UNTIL PHASE 1 AND 3 IS COMPLETED.
- PHASE 7 MUST BE CONSTRUCTED INDEPENDENTLY.
- PHASE 8 MUST BE CONSTRUCTED INDEPENDENTLY.
- CONSTRUCTION DURATIONS BEGIN THE DAY THAT EACH PHASE IS STARTED.

CONSTRUCTION PHASING NOTES

1. THE AIRPORT RESERVES THE RIGHT TO CHANGE THE ORDER OF THE CONSTRUCTION PHASES DURING THE PROJECT FOR OPERATION PURPOSES. THE CONTRACTOR SHALL COORDINATE WITH EPIA OPERATIONS PRIOR TO CONSTRUCTION FOR EACH PHASE.
2. EACH CONSTRUCTION PHASE SHALL BE COMPLETED PRIOR TO BEGINNING THE NEXT CONSTRUCTION PHASE WITH EXCEPTIONS AS NOTED IN THE SPECIFICATIONS. PHASE 1 AND 3 MUST BE COMPLETED AS SOON AS POSSIBLE. HOWEVER WORK CAN CONTINUE IN PHASES 2 AND 5 AS LONG AS THESE PHASES DO NOT DELAY THE TIMING OF PHASES 1 AND 3.
3. PHASES 1 AND 2 ARE PART OF BASE BID 2 AND MAY NOT BE AWARDED DUE TO FUNDING LIMITATIONS. IF PHASES 1 AND 2 ARE NOT AWARDED, PHASE 3 WILL STILL RESUME A NORMAL.
4. THE CONTRACTOR SHALL BE AWARE THAT CONSTRUCTION WILL OCCUR ADJACENT TO ACTIVE AIRCRAFT OPERATIONS. CONSTRUCTION TRAFFIC SHALL YIELD TO AIRCRAFT AT ALL TIMES. THE CONTRACTOR SHALL NOT MOVE EQUIPMENT ON ANY ACTIVE AIRPORT OPERATIONS AREA WITHOUT AN EPIA OPERATIONS OR MAINTENANCE STAFF ESCORT. DELAYS AND PRECAUTIONS RESULTING FROM AIRCRAFT MOVEMENTS SHOULD BE EXPECTED. EXPOSURES ASSOCIATED WITH ANY DELAYS ARE INCIDENTAL TO THE PROJECT.
5. THE CONTRACTOR SHALL MAINTAIN ALL PAVEMENTS AND HAUL ROUTES THAT CROSS AIRCRAFT MOVEMENT AREAS BY MEANS OF VACUUM SWEEPING. THE CONTRACTOR SHALL HAVE AN OPERATIONAL VACUUM SWEEPER AT THE WORK AREA TO IMMEDIATELY REMOVE ANY FOREIGN OBJECT DEBRIS (FOD).
6. THE CONTRACTOR SHALL COORDINATE WITH EPIA OPERATIONS AND MAINTENANCE STAFF TO COVER AND PROTECT ANY EXISTING GUIDANCE SIGNS AND EDGE LIGHTS AS INDICATED ON THE INDIVIDUAL PHASING PLANS. DAMAGE TO SIGNS AND EDGE LIGHTS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN LOW PROFILE BARRICADES, LIGHTS AND FLAGS FOR RUNWAY/TAXIWAY CLOSURES AS INDICATED ON THE INDIVIDUAL PHASING PLANS. UPON THE COMPLETION OF EACH PHASE, THE CONTRACTOR SHALL REMOVE THE LOW PROFILE BARRICADES AND UNCOVER THE GUIDANCE SIGNS AND EDGE LIGHTS.
8. HAUL ROUTE LOCATIONS VARY FOR EACH PHASE AS INDICATED ON THE INDIVIDUAL PHASING PLANS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO AIRSIDE AND LANDSIDE HAUL ROUTES UPON COMPLETION OF THE PROJECT OR DURING THE PROJECT WHEN DEEMED NECESSARY BY EPIA OPERATIONS (INP).
9. THE CONTRACTOR SHALL LAYOUT ALL TEMPORARY AND PERMANENT PAVEMENT MARKINGS FOR EACH PHASE AS INDICATED ON THE PAVEMENT MARKING PLANS AND COORDINATE WITH EPIA FOR PLACEMENT BY EPIA MAINTENANCE STAFF.

GRAPHIC SCALE
400 0 200 400 800
(IN FEET)

1-800-DIG-TESS

AIP PROJECT NO. 3-48-0077-32-04
PLE NO. 238909

REFERENCES - BENCH MARKS

BY	DATE	REVISIONS

PREPARED BY: Kimley-Horn and Associates, Inc.

PROFESSIONAL SEAL

SCALE: Horiz. 1"=400' Vert. 1"=40'
Designed by: CLW
Drawn by: MAM
Checked by: PGC
Approved by: PGC

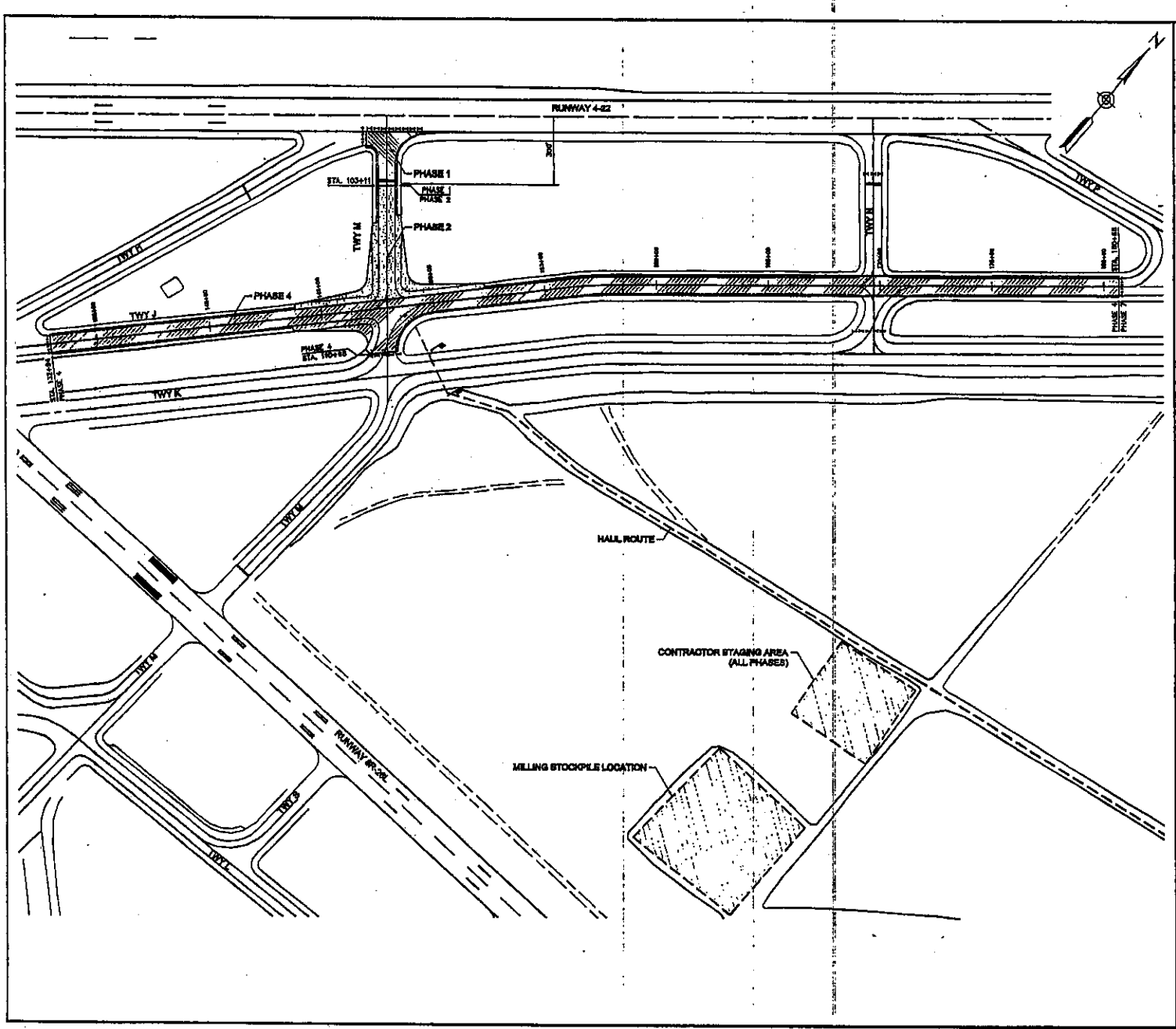
PROJECT NAME
EL PASO INTERNATIONAL AIRPORT
RECONSTRUCTION OF TAXIWAY J AND TAXIWAY M

CITY OF EL PASO

TAXIWAY J AND M
OVERALL CONSTRUCTION PHASING PLAN

PROJECT NO. 061048014
FILE NO. 241614081.dwg

C3.1
SHEET 7 of 118



LEGEND

- PHASE 1 WORK LIMITS
- PHASE 2 WORK LIMITS
- PHASE 4 WORK LIMITS
- PROPOSED HAUL ROUTE
- LOW PROFILE BARRICADES
- FLAGGING STATION

CONSTRUCTION PHASES I-A AND I-B NOTES

1. CONTACT EPIA OPERATIONS TO ISSUE A NOTAM FOR:
   - A. THE CLOSURE OF RUNWAY 4-22 FOR THE DURATION OF PHASE 1 AND/OR 3.
   - B. THE CLOSURE OF TAXIWAY J BETWEEN TAXIWAY H AND TAXIWAY P.
   - C. THE CLOSURE OF TAXIWAY M AND N BETWEEN THE TAXIWAY K AND RUNWAY 4-22.
2. FOR PHASES 1 AND 3, THE CONTRACTOR SHALL COORDINATE WITH EPIA OPERATIONS AND MAINTENANCE STAFF TO COVER THE EXISTING RUNWAY 4-22 DESIGNATION MARKINGS AND ANY EXISTING TAXIWAY MARKINGS AFFECTED BY THIS PHASE. EPIA WILL PROVIDE LIGHTED X's FOR THE DURATION OF THE RUNWAY CLOSURE.
3. THE CONTRACTOR SHALL COORDINATE WITH EPIA OPERATIONS AND MAINTENANCE STAFF TO COVER AND PROTECT ANY EXISTING GUIDANCE SIGNS AND EDGE LIGHTS AFFECTED BY THE RUNWAY/TAXIWAY CLOSURES FOR THESE PHASES.
4. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN LOW PROFILE BARRICADES, LIGHTS AND FLAGS FOR THE RUNWAY/TAXIWAY CLOSURES AS INDICATED ON THIS PLAN, REFER TO DETAIL 1, SHEET C3.1.
5. FLAGGERS WILL BE PROVIDED BY EPIA ON EITHER SIDE OF TAXIWAY K AT TAXIWAY M FOR CONSTRUCTION TRAFFIC CROSSING ACTIVE TAXIWAYS.
6. CONTRACTOR MUST PROVIDE SWEEPERS PER SPECIFICATION SPECIAL PROVISION 29 TO KEEP TAXIWAY K FREE FROM FOD AND OPEN DURING WORK HOURS.
7. RECONSTRUCT TAXIWAY M PAVEMENT OUT TO THE 300' RUNWAY 4-22 OFFSET. (PHASE 1)
8. CONTRACTOR MUST RELOCATE LOW PROFILE BARRICADES PAST THE HOLD LINES (250' FROM RUNWAY 4-22 CENTERLINE) FOLLOWING THE COMPLETION OF PHASES 1 AND 3.
9. RECONSTRUCT TAXIWAY M PAVEMENT AND SHOULDERS TO THE INTERSECTION OF TAXIWAY J. (PHASE 2)
10. INSTALL NEW TAXIWAY EDGE LIGHTING AND SIGNAGE TO MATCH INTO THE PROPOSED TAXIWAY TAPERS.
11. RECONSTRUCT TAXIWAY J AND M PAVEMENT AND SHOULDERS TO THE LIMITS INDICATED ON THE PLANS.
12. INSTALL NEW TAXIWAY EDGE LIGHTING AND SIGNAGE TO MATCH THE PROPOSED GEOMETRIC CHANGES TO TAXIWAY M.
13. THE CONTRACTOR SHALL LAYOUT THE PERMANENT PAVEMENT MARKINGS AS INDICATED ON THE PAVEMENT MARKING PLANS FOR THIS PHASE AND COORDINATE WITH EPIA FOR PLACEMENT BY EPIA MAINTENANCE STAFF.
14. UPON THE COMPLETION OF PHASES 1-4, THE CONTRACTOR SHALL REMOVE THE LOW PROFILE BARRICADES AND UNCOVER THE GUIDANCE SIGNS AND EDGE LIGHTS.
15. THE CONTRACTOR IS NOT TO PROVIDE TEMPORARY PAVEMENT BETWEEN PHASE 4 AND PHASE 2 AT STA. 150+88 UNLESS THE PHASE ORDER HAS BEEN CHANGED FOLLOWING THE END OF THIS PROJECT. ADDITIONAL TEMPORARY PAVEMENT DUE TO CHANGING THE PHASING WILL BE A NON-PAY ITEM AND INCIDENTAL TO CHANGING THE PHASES.

CONSTRUCTION DURATION

PHASE 1
- AC PAVEMENT – 20 CONSECUTIVE WORK DAYS
- PCC PAVEMENT – 24 CONSECUTIVE WORK DAYS

PHASE 2
- AC PAVEMENT – 42 CONSECUTIVE WORK DAYS
- PCC PAVEMENT – 56 CONSECUTIVE WORK DAYS

PHASE 4
- AC PAVEMENT – 164 CONSECUTIVE WORK DAYS
- PCC PAVEMENT – 128 CONSECUTIVE WORK DAYS

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)

1-800-DIG-TESS

AIP PROJECT NO. 3-48-0077-32-04
FILE NO. 238208

REFERENCES - BENCH MARKS

NO.	DATE	REVISIONS	BY

PRIME NAME: Kimley-Horn and Associates, Inc.

PRIME SEAL

SCALE: 1"=200'
Horiz. 1in.
Vert. 1in.
Date: 4/17/2020
Designed by: CDM
Drawn by: MAH
Checked by: CDM
Approved by: RCC

PROJECT NAME: EL PASO INTERNATIONAL AIRPORT
RECONSTRUCTION OF TAXIWAY J AND TAXIWAY M

CITY OF EL PASO

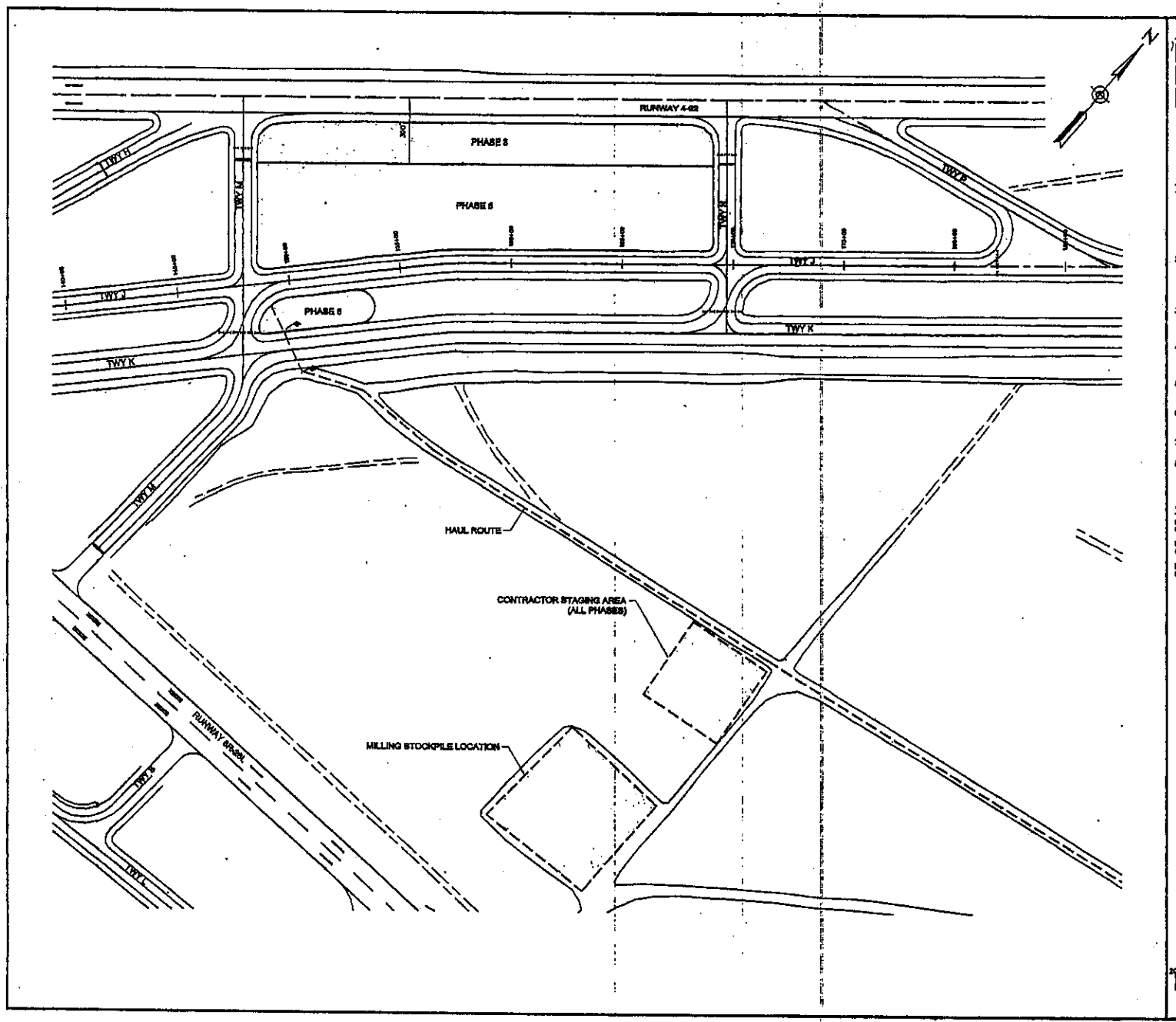
TAXIWAY J AND M
CONSTRUCTION PHASING PLAN
PHASES 1, 2 AND 4

PROJECT NO. 201215614

FILE NO. 248814C502.dwg

C3.2

SHEET 8 of 118



LEGEND

- PHASE 3 WORK LIMITS
- PHASE 5 WORK LIMITS
- PHASE 6 WORK LIMITS
- PROPOSED HAUL ROUTE
- LOW PROFILE BARRICADES
- FLAGGING STATION

CONSTRUCTION PHASES I-A AND I-B NOTES

1. CONTACT EPIA OPERATIONS TO ISSUE A NOTAM FOR:
   - A. THE CLOSURE OF RUNWAY 4-22 FOR THE DURATION OF PHASES 1 AND 3.
   - B. THE CLOSURE OF TAXIWAY J BETWEEN TAXIWAY H AND TAXIWAY P.
   - C. THE CLOSURE OF TAXIWAY M AND H BETWEEN THE TAXIWAY K AND RUNWAY 4-22.
2. FOR PHASES 1 AND 3, THE CONTRACTOR SHALL COORDINATE WITH EPIA OPERATIONS AND MAINTENANCE STAFF TO COVER THE EXISTING RUNWAY 4-22 DESIGNATION MARKINGS AND ANY EXISTING TAXIWAY MARKINGS AFFECTED BY THIS PHASE. EPIA WILL PROVIDE LIGHTED X's FOR THE DURATION OF THE RUNWAY CLOSURE.
3. THE CONTRACTOR SHALL COORDINATE WITH EPIA OPERATIONS AND MAINTENANCE STAFF TO COVER AND PROTECT ANY EXISTING GUIDANCE SIGNS AND EDGE LIGHTS AFFECTED BY THE RUNWAY/TAXIWAY CLOSURES FOR THESE PHASES.
4. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN LOW PROFILE BARRICADES, LIGHTS AND FLAGS FOR THE RUNWAY/TAXIWAY CLOSURES AS INDICATED ON SHEET C3.2. REFER TO DETAIL 1, SHEET C3.1.
5. FLAGGERS WILL BE PROVIDED BY EPIA ON EITHER SIDE OF TAXIWAY K AT TAXIWAY M FOR CONSTRUCTION TRAFFIC CROSSING ACTIVE TAXIWAYS.
6. CONTRACTOR MUST PROVIDE SWEEPERS PER SPECIFICATION SPECIAL PROVISION 70 TO KEEP TAXIWAY K FREE FROM FOD AND OPEN DURING WORK HOURS.
7. GRADE INFIELD AREAS PER THE GRADING AND DRAINAGE PLANS (C7.X SERIES).
8. UPON THE COMPLETION OF PHASES 1-5, THE CONTRACTOR SHALL REMOVE THE LOW PROFILE BARRICADES AND UNCOVER THE GUIDANCE SIGNS AND EDGE LIGHTS.

CONSTRUCTION DURATION

- PHASE 3 GRADING – 7 CONSECUTIVE WORK DAYS
- PHASE 5 GRADING, PHASE 6 GRADING – MUST BE COMPLETED WITHIN THE CONSECUTIVE WORK DAYS ASSOCIATED WITH PHASE 4

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)

1-800-DIG-TESS

AIP PROJECT NO. 3-48-0077-33-04
FILE NO. 216259

REFERENCES - BENCH MARKS

BY	DATE	REVISIONS

PREPARED BY: Kinley-Horn and Associates, Inc.

PHASE SEAL

SCALE: HOR. 1"=400' VERT. 1"=40'
Date: 4/15/2008
Designed by: CSM
Drawn by: MAM
Checked by: MAM
Approved by: PCO

PROJECT NAME
EL PASO INTERNATIONAL AIRPORT
RECONSTRUCTION OF TAXIWAY J AND TAXIWAY M

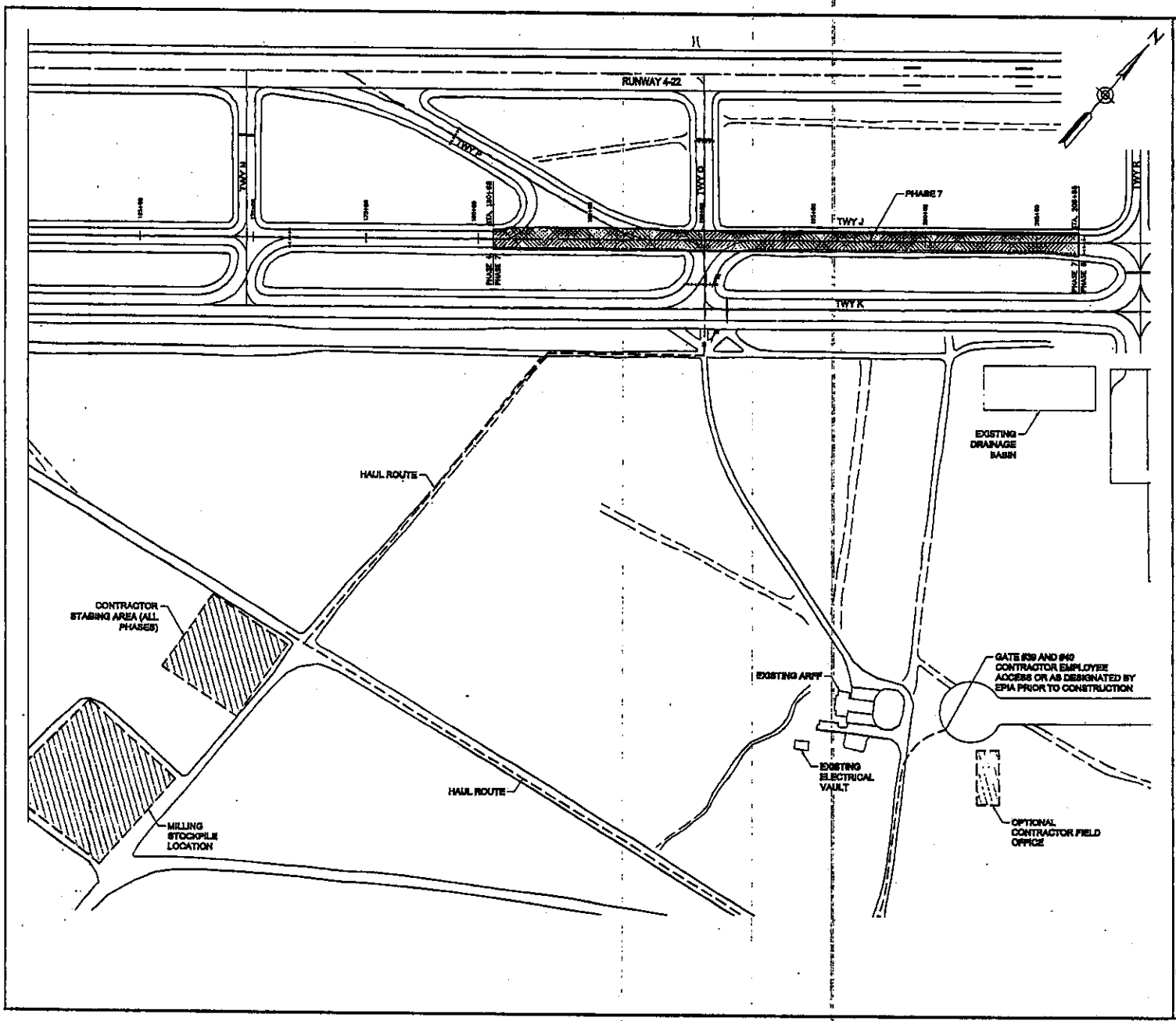
CITY OF EL PASO

TAXIWAY J AND M
CONSTRUCTION PHASING PLAN PHASES 3, 5 AND 6

PROJECT NO. 061216614
F.S.E.NO. 0-4001-C030.dwg

C3.3

SHEET 9 of 116



LEGEND

- PHASE 7 WORK LIMITS
- PROPOSED HAUL ROUTE
- LOW PROFILE BARRICADES
- FLAGGING STATION

CONSTRUCTION PHASE II NOTES

1. CONTACT EPIA OPERATIONS TO ISSUE A NOTAM FOR:
   A. THE CLOSURE OF TAXIWAY J BETWEEN TAXIWAY N AND TAXIWAY R.
   B. THE CLOSURE OF TAXIWAYS P AND Q BETWEEN RUNWAY 4-22 AND TAXIWAY K.
2. THE CONTRACTOR SHALL COORDINATE WITH EPIA OPERATIONS AND MAINTENANCE STAFF TO COVER AND PROTECT ANY EXISTING GUIDANCE SIGNS AND EDGE LIGHTS AFFECTED BY THE TAXIWAY CLOSURES FOR THIS PHASE.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN LOW PROFILE BARRICADES, LIGHTS AND FLAGS FOR THE TAXIWAY CLOSURES AS INDICATED ON THIS PLAN, REFER TO DETAIL 1, SHEET C3.1.
4. FLAGGERS WILL BE PROVIDED BY EPIA ON EITHER SIDE OF TAXIWAY K AT TAXIWAY Q, FOR CONSTRUCTION TRAFFIC CROSSING ACTIVE TAXIWAYS.
5. CONTRACTOR MUST SUPPLY SWEEPER PER SPECIFICATION SPECIAL PROVISION #9 TO KEEP TAXIWAY K FREE FROM FOD AND OPEN DURING WORK HOURS.
6. RECONSTRUCT TAXIWAY J PAVEMENTS TO THE LIMITS INDICATED ON THE PLANS.
7. THE CONTRACTOR SHALL LAYOUT THE PERMANENT PAVEMENT MARKINGS AS INDICATED ON THE PAVEMENT MARKING PLANS FOR THIS PHASE AND COORDINATE WITH EPIA FOR PLACEMENT BY EPIA MAINTENANCE STAFF.
8. UPON THE COMPLETION OF THIS PHASE, THE CONTRACTOR SHALL REMOVE THE LOW PROFILE BARRICADES AND UNCOVER THE GUIDANCE SIGNS AND EDGE LIGHTS.
9. THE CONTRACTOR IS NOT TO PROVIDE TEMPORARY PAVEMENT BETWEEN PHASE 7 AND PHASE 8 AT STA. 206+88 UNLESS THE PHASE ORDER HAS BEEN CHANGED FOLLOWING THE BID OF THIS PROJECT. ADDITIONAL TEMPORARY PAVEMENT DUE TO CHANGING THE PHASING WILL BE A NON-PAY ITEM AND INCIDENTAL TO CHANGING THE PHASES.

CONSTRUCTION DURATION

AC PAVEMENT – 52 CONSECUTIVE WORK DAYS
PCC PAVEMENT – 66 CONSECUTIVE WORK DAYS

GRAPHIC SCALE
200 0 100 200 400
(IN. FEET)

1-800-DIG-TESS

AIP PROJECT NO. 3-48-0077-22-04
FILE NO. 268209

REFERENCES - BENCH MARKS

DATE	REVISIONS	BY

FIRMS NAME

Kimley-Horn and Associates, Inc.

FIRMS SEAL

SCALE

PROJECT NAME

EL PASO INTERNATIONAL AIRPORT
RECONSTRUCTION
OF TAXIWAY J
AND TAXIWAY M

CITY OF EL PASO

TAXIWAY J AND M

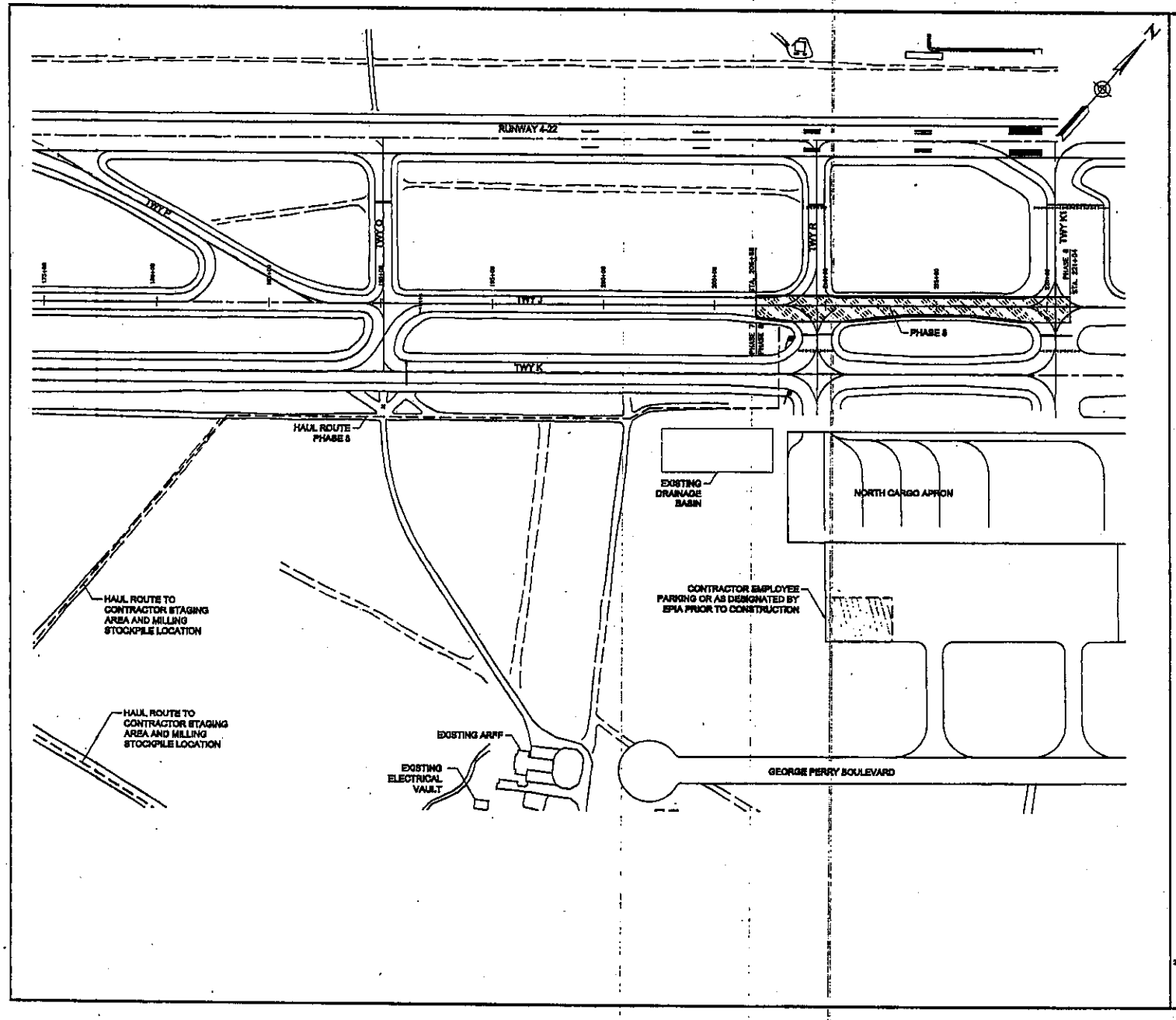
CONSTRUCTION PHASING PLAN PHASE 7

PROJECT NO. 091349614

FILE NO. 349014CS01.dwg

C3.4

SHEET 10 of 118



LEGEND

- PHASE 8 WORK LIMITS
- PROPOSED HAUL ROUTE
- LOW PROFILE BARRICADES
- FLAGGING STATION

CONSTRUCTION PHASE III NOTES

1. CONTACT EPIA OPERATIONS TO ISSUE A NOTAM FOR:
   - A. THE CLOSURE OF TAXIWAY J BETWEEN TAXIWAY G AND TAXIWAY K2.
   - B. THE CLOSURE OF TAXIWAYS R AND K1 BETWEEN TAXIWAY K AND RUNWAY 4-22.
2. THE CONTRACTOR SHALL COORDINATE WITH EPIA OPERATIONS AND MAINTENANCE STAFF TO COVER AND PROTECT ANY EXISTING GUIDANCE SIGNS AND EDGE LIGHTS AFFECTED BY THE RUNWAY/TAXIWAY CLOSURES FOR THIS PHASE.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN LOW PROFILE BARRICADES, LIGHTS AND FLAGS FOR THE TAXIWAY CLOSURES AS INDICATED ON THIS PLAN. REFER TO DETAIL 1, SHEET C3.1.
4. FLAGGERS WILL BE PROVIDED BY EPIA ON EITHER SIDE OF TAXIWAY K AT TAXIWAY R AND TAXIWAY M FOR CONSTRUCTION TRAFFIC CROSSING ACTIVE TAXIWAYS.
5. CONTRACTOR MUST SUPPLY SWEEPER PER SPECIFICATION SPECIAL PROVISION #9 TO KEEP TAXIWAY K FREE FROM FOD AND OPEN DURING WORKING HOURS.
6. RECONSTRUCT TAXIWAY J PAVEMENTS TO THE LIMITS INDICATED ON THE PLANS.
7. THE CONTRACTOR SHALL LAYOUT THE PERMANENT PAVEMENT MARKINGS AS INDICATED ON THE PAVEMENT MARKING PLANS FOR THIS PHASE AND COORDINATE WITH EPIA FOR PLACEMENT BY EPIA MAINTENANCE STAFF.
8. UPON THE COMPLETION OF THIS PHASE, THE CONTRACTOR SHALL REMOVE THE LOW PROFILE BARRICADES AND UNCOVER THE GUIDANCE SIGNS AND EDGE LIGHTS.

CONSTRUCTION DURATION

PHASE 8
AC PAVEMENT – 34 CONSECUTIVE WORK DAYS
PCC PAVEMENT – 41 CONSECUTIVE WORK DAYS

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)

1-800-DIG-TESS

AIP PROJECT NO. 3-48-0077-42-04
FILE NO. 239209

REFERENCES - BENCH MARKS

BY	DATE	REVISIONS

FIRM'S NAME: Kimley-Horn and Associates, Inc.

FIRM'S SEAL

SCALE: Horiz. / Vert. / Dim.
Drawn by: dmcooke
Designed by: CLP
Checked by: MVK
Approved by: PDC

PROJECT NAME
EL PASO INTERNATIONAL AIRPORT
RECONSTRUCTION OF TAXIWAY J AND TAXIWAY M

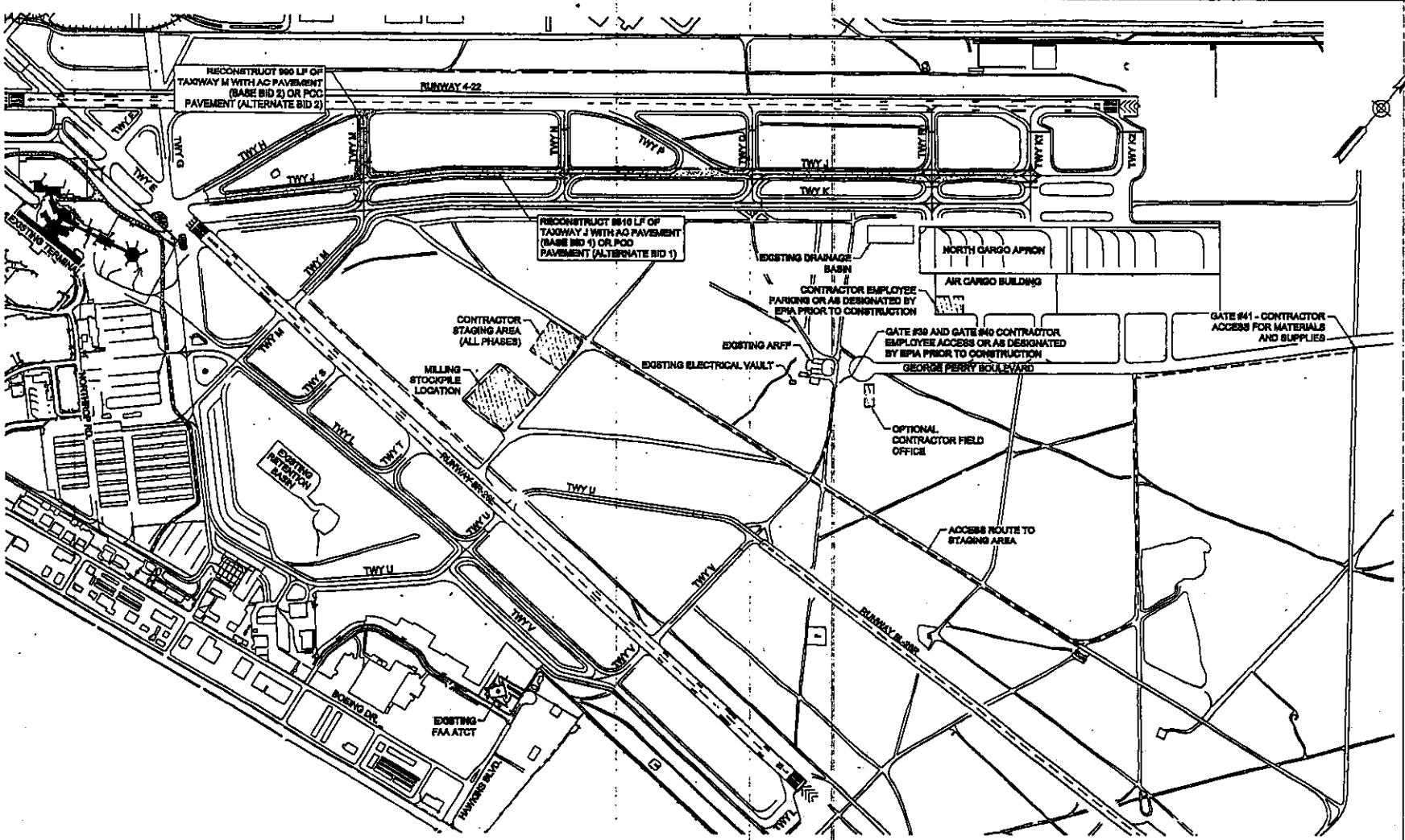
CITY OF EL PASO

TAXIWAY J AND M
CONSTRUCTION PHASING PLAN PHASE 8

PROJECT NO. 98126614
FILENO. 249814C005.dwg

C3.5

SHEET 11 of 118



PROJECT DESCRIPTION

BASE BID 1
INCLUDES TAXIWAY J RECONSTRUCTION TO THE LIMITS SHOWN ON THE PLANS AND TAXIWAY M SOUTH OF TAXIWAY J RECONSTRUCTION TO THE LIMITS SHOWN ON THE PLANS WITH ASPHALT CEMENT CONCRETE PAVEMENT.

BASE BID 2
INCLUDES TAXIWAY M RECONSTRUCTION BETWEEN RUNWAY 4-22 AND TAXIWAY J TO THE LIMITS SHOWN ON THE PLANS WITH ASPHALT CEMENT CONCRETE PAVEMENT.

ALTERNATE BID 1
INCLUDES TAXIWAY J RECONSTRUCTION TO THE LIMITS SHOWN ON THE PLANS AND TAXIWAY M SOUTH OF TAXIWAY J RECONSTRUCTION TO THE LIMITS SHOWN ON THE PLANS WITH PORTLAND CEMENT CONCRETE PAVEMENT.

ALTERNATE BID 2
INCLUDES TAXIWAY M RECONSTRUCTION BETWEEN RUNWAY 4-22 AND TAXIWAY J TO THE LIMITS SHOWN ON THE PLANS WITH PORTLAND CEMENT CONCRETE PAVEMENT.

GENERAL NOTES

1. THE AREAS SHOWN ARE INTENDED TO BE AN APPROXIMATE GEOGRAPHICAL REPRESENTATION ONLY.
2. CONTRACTOR STAGING AREAS TO BE FENCED WITH TEMPORARY FENCING BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR TO COORDINATE WITH AIRPORT OPERATIONS PRIOR TO CONSTRUCTION FOR STAGING AREA LIMITS.
3. CONTRACTOR EMPLOYEE PARKING SHALL BE IN THE SOUTHWEST CORNER OF THE AIR CARGO BUILDING PARKING LOT. CONTRACTOR TO COORDINATE WITH AIRPORT OPERATIONS PRIOR TO CONSTRUCTION FOR PARKING AREA LIMITS.

LEGEND

- BASE BID 1/ALTERNATE BID 1 WORK
- BASE BID 2/ALTERNATE BID 2 WORK
- HEIGHT OF EQUIPMENT LIMITED TO 130 FEET

GRAPHIC SCALE
500 0 250 500 1000
(IN FEET)

1-800-DIG-TESS

AIP PROJECT NO. 3-48-0077-33-04
FILE NO. 226309

REFERENCES - BENCH MARKS

DATE	REVISIONS	BY

FIRMS NAME
Kimley-Horn and Associates, Inc.

FIRMS SEAL

SCALE 1"=500'
Horiz. ---
Vert. ---

Date 4/11/2008
Designed by BAC
Drawn by MAR
Checked by MAR
Approved by PDC

PROJECT NAME
EL PASO INTERNATIONAL AIRPORT
RECONSTRUCTION OF TAXIWAY J AND TAXIWAY M

CITY OF EL PASO

TAXIWAY J AND M

PROJECT LAYOUT PLAN

PROJECT NO. 093S40014

FILE NO. 34001SPL01.dwg

C2.1

SHEET 6 of 110

ASSURANCES
Airport Sponsors

A. General.

1. 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.
2. 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.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the 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 the 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 the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

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

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act - 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
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.[1]
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. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
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.[1]
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.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11988 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs.
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
Executive Order 12898 - Environmental Justice

Federal Regulations

a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
e. 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.[1]
f. 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).[1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
i. 49 CFR Part 20 - New restrictions on lobbying.
j. 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.
k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.[1] [2]
m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.[1]
o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
p. 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.
q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.[1]

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
b A-133 - Audits of States, Local Governments, and Non-Profit Organizations

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 49 CFR Part 18 and OMB Circular A-87 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.

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

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

a. **Public Agency Sponsor:** It has legal authority to apply for the 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 the 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 the 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 the 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 the 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 the 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 the grant agreement and shall insure that such arrangement also requires compliance therewith.

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. **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 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.

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 the grant, the total cost of the project in connection with which the 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 the 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 the 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 the 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 the 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 Veterans of the Vietnam era and 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 the 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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. Provided, however, that 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.

    b. 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.

    c. 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 the 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:
(i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
(ii) 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. 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 by gross weights of such aircraft) is in excess of five million pounds.

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; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. 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.

b. 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.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where 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: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, 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, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

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 in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

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 _____ 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.** (1) 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. (2) 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. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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 1986 (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