

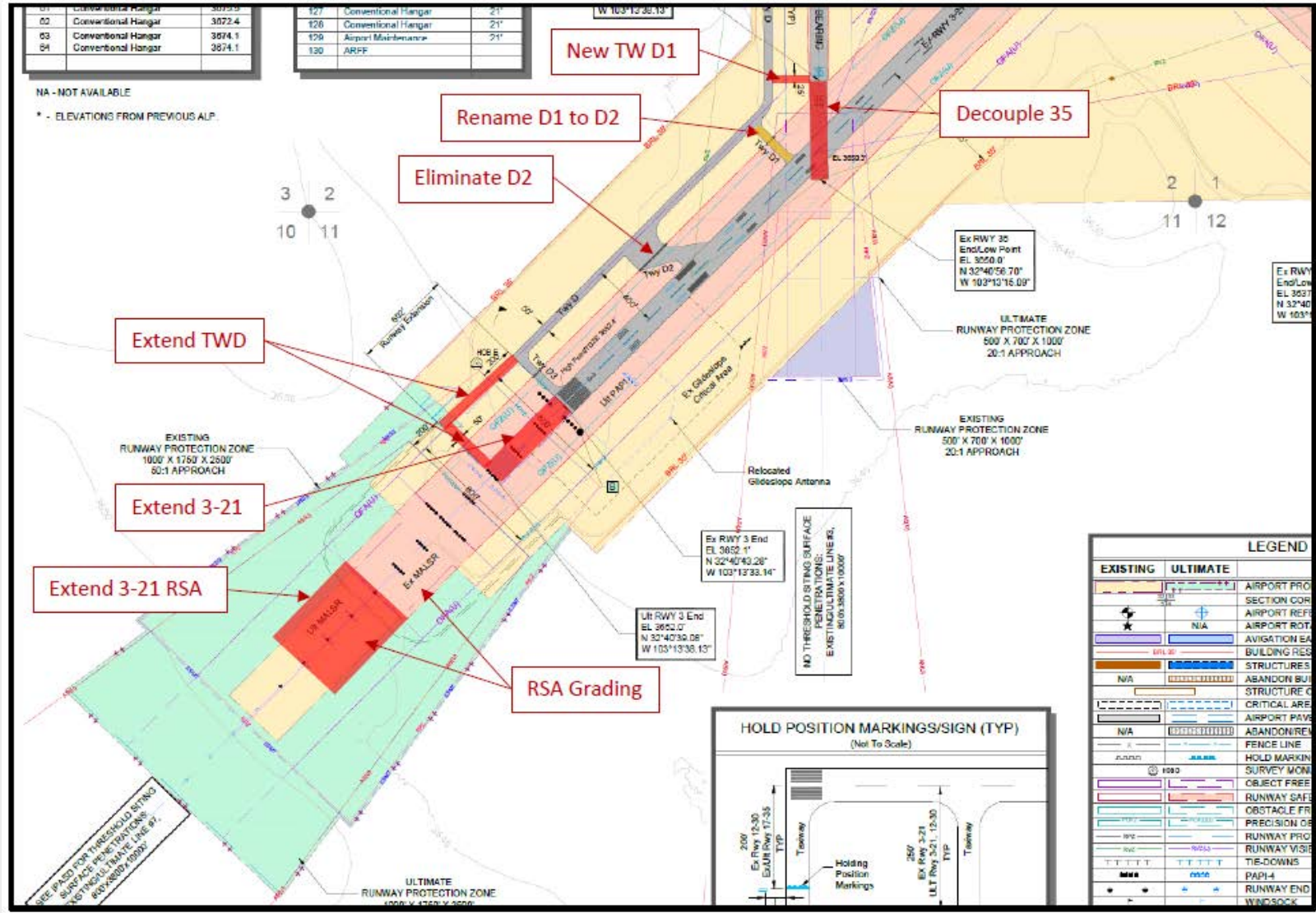


# Consideration of Lea County Resolution No. 22-AUG-185R Authorizing Reimbursable Agreement No. AJW-FN-CSA-19-SW-003469 Between Lea County and the Federal Aviation Administration for Work Related to Runway 3 Extension and ILS improvements at the Lea County Regional Airport

Lea County Regional Airport (HOB) has the need to keep improving and expanding its runways, taxiways and navigational aids to meet the needs of the current and future aircraft.

The lengthening of Runway 3-21 and relocation of the ILS system will involve FAA facilities engineering and oversight since some of the system are owned and maintained by the FAA.

A reimbursable agreement must be entered into to fund the FAA engineering staff assist Lea County in the project.

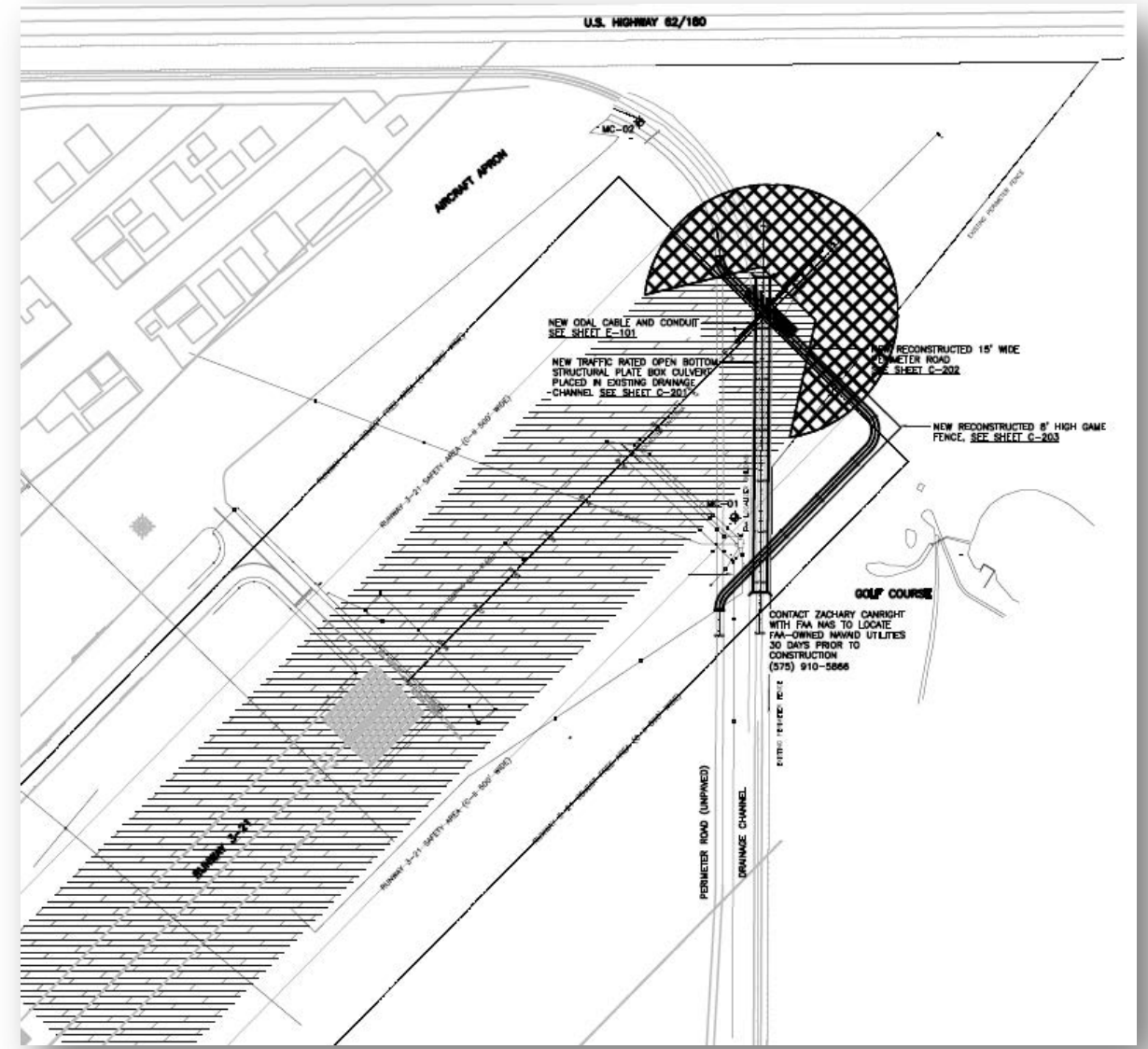




# Consideration of Lea County Resolution No. 22-AUG-185R Authorizing Reimbursable Agreement No. AJW-FN-CSA-19-SW-003469 Between Lea County and the Federal Aviation Administration for Work Related to Runway 3 Extension and ILS improvements at the Lea County Regional Airport

The estimated cost for this assistance is \$662,117.65.

The cost is FAA AIP and Discretionary Grant eligible.





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY FORM**

**LCBCC Meeting Date: Thursday, August 18, 2022**

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Community Engagement Manager [stout@leacounty.net](mailto:stout@leacounty.net); Public Information Officer [mrussell@leacounty.net](mailto:mrusell@leacounty.net) and County Manager [mgallagher@leacounty.net](mailto:mgallagher@leacounty.net) by: **Tuesday, August 9, 2022**

*County Manager Approval required for all time sensitive issues that do not meet the above deadline.*

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/09/2022	<b>SUBMITTED BY</b> Name, Title, Dept: Corey Needham, ACM
<b>SUBJECT:</b> Authorizing a Reimbursable Agreement #AJW-FN-CSA-19-SW-003469 between Lea County and the Federal Aviation Administration	<b>ATTACHMENT(S):</b> Powerpoint, Resolution, RA agreement
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> 1	<b>ACTION REQUESTED:</b> Action Item
<b>BUDGET LINE ITEM NUMBER:</b> 454-18-4743	<b>FISCAL BUDGET YEAR:</b> FY 21/22

**STRATEGIC PLAN** Implementation of 5 Year Strategic Plan:  
3. Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)

**SUMMARY:**  
Lea County Regional Airport (HOB) has the need to keep improving and expanding its runways, taxiways and navigational aids to meet the needs of the current and future aircraft.  
  
The lengthening of Runway 3-21 and relocation of the ILS system will involve FAA facilities engineering and oversight since some of the system are owned and maintained by the FAA.  
A reimbursable agreement must be entered into to fund the FAA engineering staff assist Lea County in the project.  
  
The estimated cost for this assistance is \$662,117.65. The cost is FAA AIP Grant eligible.

<b>Requested Items Needed for Presentation</b> Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	<b>See Additional Summary Attached</b> <input type="checkbox"/>
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<b>SUBMITTER'S RECOMMENDATION(S):</b> approval	<b>Submitter's Signature</b> Department Director, Etc. <b>Corey Needham</b> <small>Digitally signed by Corey Needham Date: 2022.08.09 16:01:22 -05'00'</small>
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<b>FINANCE REVIEW</b> Fiscal Impact/Cost: The financial impact to Lea County will be an expenditure of \$662,117.65 from the Lea Regional Airport Fund. An FAA grant is available to cover the costs of the work. Funds are budgeted and available in 454-18-4743.	<b>Reviewed by Finance Director</b> <b>Henry C Low Jr</b> <small>Digitally signed by Henry C Low Jr Date: 2022.08.11 14:07:13 -06'00'</small>
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<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>
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<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 
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<b>Item No.</b> <u>0211</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Approved: _____ Resolution No. <u>22-AUG-185R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

**Summary Form Continued...**

They will include diverting Monument Draw, extending RW 3, extending Taxiway D, removing Taxiway D2, adding a Taxiway D1, decoupling RW 17-35 from RW 3/21, extending the drainage ditch culvert and relocating the ILS localizer antenna on RW 21.

The necessary environmental studies, surveys, and design have been completed over the last 18 months.

Lea County has received FAA Entitlement and Discretionary Grant allotments of \$7,121,784 for the project.

Requests for bids are scheduled to open of August 28<sup>th</sup>.

Staff requests that the LCBCC allow the county manager to sign FAA grant application and FAA grant agreement documents related to this project.

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 22-AUG-185R

**A RESOLUTION AUTHORIZING REIMBURSABLE AGREEMENT NO. AJW-FN-CSA-19-SW-003469 BETWEEN LEA COUNTY AND THE FEDERAL AVIATION ADMINISTRATION FOR WORK RELATED TO RUNWAY 3 EXTENSION AND ILS IMPROVEMENTS AT THE LEA COUNTY REGIONAL AIRPORT**

**WHEREAS**, Lea County Regional Airport plays an important role within the Lea County Airport System for economic development, connectivity, and emergency services; *and*

**WHEREAS**, Lea County Regional Airport has a need extend the length of Runway 3/21 in order to accommodate existing and future aircraft; *and*

**WHEREAS**, these improvements will include moving navigational aids as well as extending pavement; *and*

**WHEREAS**, Lea County wishes enter into a reimbursable agreement with the Federal Aviation Administration (FAA) to fund the FAA engineering tasks required when relocating or altering FAA equipment.

**BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that Lea County has the necessary funds to complete this project and enter a reimbursable agreement for the project.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that agreement is hereby approved.

**BE IT FURTHER RESOLVED** that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

**PASSED, APPROVED AND ADOPTED** on this 18<sup>th</sup> day of August, 2022, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

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Dean Jackson (District 1), Chair  
Voted: Yes No Abstain

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Gary G. Eidson (District 3), Vice Chair  
Voted: Yes No Abstain

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Rebecca Long (District 2), Member  
Voted: Yes No Abstain

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Jonathan Sena (District 4), Member  
Voted: Yes No Abstain

\_\_\_\_\_  
Pat Sims (District 5), Member  
Voted: Yes No Abstain

**ATTEST:** Keith Manes  
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**LEA COUNTY GOVERNMENT  
LOVINGTON, NEW MEXICO**

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

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

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

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and Lea County Government.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6) and 31 U.S. Code 6505 Intergovernmental Cooperation Act. 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. This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and design, engineering support, and construction services to support the Sponsor's project identified below. The scope of this Agreement supports technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, development of FAA design packages, construction/installation oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. If required, the FAA and the Sponsor will enter into a separate agreement to outline additional work to the scope of this Agreement.

The purpose of this Agreement between the FAA and the Sponsor is to support a request from the Sponsor for a Runway 03-21 extension Southwest, by 602 feet for an end state length of 8000 feet at the Lea County Regional Airport (HOB), Hobbs, New Mexico. The Runway extension will maintain the current Runway 03 threshold and the added length of the Runway will be restricted for aircraft departures only. The extension at Runway 03 will also extend Taxiway D to meet the new Runway configuration and a new Taxiway connector to be constructed to meet the new Runway end.

#### Runway 03 approach end

The new Runway extension will affect the FAA's Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) components. The MALSR components impacted by the project shall be procured, replaced, and or modified by the Sponsor. All new MALSR components will be required to be: FAA approved, FAA supportable and 100% compatible with the existing MALSR, and in-pavement light structures to include the MALSR threshold bar. The new MALSR in-pavement components provided by the Sponsor will also include the required site and depot spares. The Sponsor has submitted the request via letter for FAA to take over the new Non-Fed equipment for ownership and maintenance as part of the FAA owned MALSR. The FAA will consider taking over the ownership and maintenance responsibilities of the MALSR system in accordance with FAA Order 6700.20, Non-Federal Navigational Aids, Air Traffic Control Facilities, and Automated Weather.

Project will require the removal and decoupling of existing pavement of Runway 17-35 from Runway 03 with a creation of a new D1 taxiway between Runway 35 and Taxiway D. Taxiway D1, between Runway 03 and Taxiway D, is to be renamed to D2. The existing Taxiway D2 is to be removed. A new Taxiway D4 to be created at end of Runway 03.

#### Runway 21 approach end

The FAA and the Sponsor will use this project as a Target of Opportunity (TOO) to upgrade the Localizer (LOC) Antenna Array. The new location for the LOC will be in accordance with approved FAA LOC siting orders and standards, and determined by FAA. The current 8 Element LOC antenna array will be replaced with a government furnished material (GFM) 14 Element LOC antenna array. The LOC electronics equipment shelter and the Distance Measuring Equipment (DME) will require relocation. In addition, a Runway End Identifier Lights (REIL) system will be provided as GFM for Sponsor installation. The Sponsor has agreed to incorporate the impacted facilities work as part of the Runway extension project at its expense.

Due to ADO funding apportionments, this project will be accomplished in two phases: The first phase will focus on site surveys, engineering design, reviews,



procuring and securing equipment, and overall coordination. The second phase will focus on coordinating facilities shutdown, construction activities, modifications, relocation, flight inspection, and restoration of services.

FAA support may be affected by government shutdowns, pandemics, natural disasters or other items outside of FAA control. FAA engineer and technician onsite support will be coordinated in advance and scheduled in accordance with FAA travel restrictions. No construction work shall be performed involving FAA facilities, systems, and equipment during FAA maintenance moratorium periods, which will be provided by FAA. Waivers will not be approved during a FAA moratorium.

This Agreement provides funding for the FAA to establish these services. At the Sponsor' request remaining funds from RA number AJW-FN-CSA-19-SW-002984, Airport RSA and Drainage Improvements at approach to Runway 21 ODALS facility, are to be transferred and added to this RA in to support of this new agreement. Therefore, this Agreement is titled:

**Runway 03 extension, modification to MALSR, relocation of LOC–DME, and replacement of LOC antenna and REIL, at the Lea County Regional Airport (HOB), Hobbs, New Mexico.**

B. The FAA will perform the following activities:

**Design:**

1. The FAA will perform Preliminary Design planning activities. This includes technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), and travel in support of the reimbursable agreement program management.
2. Provide to the Sponsor any requirements and/or recommendations related to FAA facilities impacted by the sponsor's project.

**Engineering:**

1. Provide all technical assistance necessary to ensure that the Sponsor's project meets FAA rules, regulations, orders, requirements, and standards.
2. Provide the design layout for new facilities to include footprint for relocated or new equipment, grounding plates, cable trays, lighting fixtures, and power raceways.
3. Provide all FAA standard drawings, specifications, and directives for use by the Sponsor in execution of the project.
4. Meet with the Sponsor as required to coordinate and discuss project planning and engineering.

5. 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.
6. Complete HazMat surveys for all applicable FAA facilities on the Airport and provide information to the Airport Sponsor for use in preparing plans for removal of the FAA facilities and reuse of the airport property. This work will be conducted prior to demolition of the applicable FAA facilities.
7. Complete environmental due diligence documentation for FAA F&E facilities with real property transaction(s) that are associated with this project. The majority of this work will be conducted immediately prior and during the Sponsor's construction project to ensure environmental due diligence documentation is completed in time to support FAA acquisition of new facilities and termination of leases.
8. Develop disposal plan for excessing FAA equipment impacted by Sponsor's project.
9. Ensure modifications to the Frequency Transmitting Authorizations are appropriately processed.
10. Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project that affects FAA systems or equipment.
11. The FAA will require 21 calendar days for review of the 50% and 100% design plans and specifications, and 60 calendar days for review of the 90% design plans submission. The Sponsor's design plans and specifications are not final until FAA Navigational aids Engineering has notified the Sponsor that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications.
12. No work may begin that affects FAA facilities until the design plans and specifications are final.

**Construction/Installation:**

1. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.
2. Locate and physically mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.
3. Provide Resident Engineer (RE) oversight for the Sponsor's construction effort, advise Sponsor regarding FAA requirements, and inspect infrastructure being accepted by the FAA. No work will be accepted unless performed under the oversight of the FAA RE. It is the RE's responsibility to protect the

FAA's interests during the construction phases of the project which impact the FAA facilities, systems, equipment, and their infrastructure. In furtherance of his/her responsibilities, the FAA RE will:

- a. Be the FAA's primary point of contact for the Sponsor during 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 the FAA operations and existing facilities.
- c. Notify the Sponsor and FAA personnel about any observed discrepancy 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 any delays in the schedule.
- e. Ensure compliance with all the FAA rules, regulations, orders, standards, requirements, and agreements.
- f. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all the FAA field cables, and the exothermic welding of grounding, bonding, and lightning protection connections.

The RE does NOT have authority to:

- a. Revoke, alter, or waive any requirement of the design plans and specifications, drawings, or the construction contract let by the Sponsor.
  - b. Act as the contractor's foreman or perform any other duties for the contractor.
  - c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor.
  - d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.
4. A Technical Onsite Representative (TOR) will be available as necessary and available per Agency guidelines during installation, tune up, checkout, optimizing, and flight inspection activities of the project to inspect the installation and observe the establishment of FAA facilities per FAA Orders and specifications.
  5. Provide access to impacted FAA facilities.
  6. Execute the following activities for the listed FAA facilities and geographic areas:

Runway 03 approach end

- a. RWY 03, MALSR, oversee the conversion of light structures to in pavement units including the MALSR threshold bar lights, procured and supplied by Sponsor.
- b. RWY 03, MALSR, oversee the infrastructure modifications as required for all the new in pavement units.

Runway 21 approach end

- c. RWY 03, LOC, oversee the relocation activities of the LOC antenna array with the LOC shelter that contains the LOC and DME electronics equipment. The LOC 8-Element antenna array replaced with a new GFM 14-Element antenna array supplied by FAA for Sponsor installation per FAA guidance.
- d. RWY 03, DME, oversee the relocation of DME collocated with LOC shelter.
- e. RWY 03, LOC, oversee the preparation for shipment of the FAA's 8-element antenna array removed and coordinate disposition per FAA instructions.
- f. RWY 03, MALSR, LOC, and DME, provide technician support for flight inspection prior to return to service.
- g. RWY 03-2, Technician support to turn on/off FAA facilities and allow access as needed.
- h. RWY 21, REIL, oversee the installation of new GFM REIL per FAA instructions
- i. RWY 21, ODALS light structures remove and disposition per FAA instructions.

7. FAA support may be affected by government shutdowns, pandemics, natural disasters or other items outside of FAA control. FAA engineer and technician onsite support will be coordinated in advance and scheduled in accordance with FAA travel restrictions. No construction work shall be performed involving FAA facilities, systems, and equipment during FAA maintenance moratorium periods, which will be provided by FAA. Waivers will not be approved during an FAA moratorium.

C. The Sponsor will perform the following activities:

Provide funding for all activities outlined in this Agreement.

**Design:**

1. Provide a full set of plans, including scaled electronic drawings, showing the proposed work.
2. Provide a full schedule for the work to be accomplished, including construction activities related to FAA facilities and equipment.
3. Incorporate requirements and recommendations made by the FAA into the design drawings and specifications impacting FAA-owned systems.
4. Provide survey information and/or documentation to verify the clearance of critical areas and obstruction surfaces relating to FAA facilities.
5. Provide the FAA with access to the project site, including any airport-specific security briefs or driving requirements, for the purposes of site surveys, construction inspection, and other activities.

**Engineering:**

1. Perform all appropriate surveys and engineering design for the Sponsor's project impacting FAA facilities, equipment and infrastructure. The performance of these activities will include but not limited to the following Runway 03-21 equipment: MALSR, GS, AWOS, LOC, DME, REIL, ODALS, and their infrastructure concerning the Sponsor's project.
2. Develop the plans and specifications for the construction of the facilities and the space for FAA equipment, with FAA's participation and approval. The Sponsor shall coordinate any interruptions or changes that may have an impact to FAA facilities, systems, and equipment necessitated by the Sponsor's project. Scope of work includes, but is not limited to; siting of the facilities; all plot site preparation work (i.e. siting, trenching, grading, filing, foundations, power) in establishing new facilities, shelters and supporting infrastructure.
3. Provide the FAA copies of the proposed grading plan showing the contours and site-grading profile information and all critical areas for navigation and weather systems, such as ILS signal-forming areas, for use during facility siting evaluation. Once facilities have been sighted in accordance FAA siting criteria and specifications, the sponsor will provide finished grading plans (including the latitude/longitude coordinates of centerline points and elevations to within 3 inches of final grade) 18 months prior to the expected return to service of final locations.
4. Provide a schedule of engineering deliverables when the design packages will be available for FAA review. The FAA will require 21 calendar days for review of the 60% and 100% packages (or percentages as agreed to between FAA and Sponsor), and 60 calendar days for review of the 90% design plans submission.

5. Coordinate schedule and construction sequencing plan with the FAA Navigational Aids Engineering Center before finalizing the plan to ensure that the Sponsor and FAA are in agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a schedule within 30 days of the effective date of this Agreement, and updated monthly (or as soon as changes occur), including the following tasks:
  - i. Construction bid
  - ii. Construction award
  - iii. Construction start
  - iv. Construction complete
  - v. Overall construction sequencing schedule, to include FAA facilities
  - vi. Runway/Taxiway service available dates
  - vii. Dates when FAA is assume ownership for work on buried infrastructure
  - viii. Each NAVAIDS when electrical power will be available
  - ix. Dates when flight checks of each FAA-owned NAVAIDS are required
  - x. Date when ILS critical areas and image forming areas will be graded to within 3" of final grade.
6. Provide to the FAA in hard-copy format six (6) sets of 11" x 17", (½ size) and three (3) full American National Standards Institute (ANSI) size "D", and one electronic copy using "AutoCAD" Ver. 12 or newer, of the complete and finalized design drawings and specifications, for the FAA's coordination and review at the agreed-upon design phases. 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 Nav aids Engineering Center, 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 Nav aids Engineering Center, has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the design plans and specifications.
7. Provide to the FAA final project plans and specifications that incorporates the FAA's comments from the 100% engineering review no later than 21 days after FAA approval of the 100% drawings. The complete/finalized project plans and specifications shall be sent to the Engineering Services address listed in this section.
8. Complete the contract, construction bid, and award process for the construction phase of the project using approved FAA plans and specifications

for FAA impacted facilities. The project's scope of work will include but not be limited to all plot site preparation work (e.g., trenching, grading, filling, foundations, demolition) and the installation of all necessary equipment and associated infrastructure. Sponsor will not bid the portion of work that includes the FAA equipment and cabling until the FAA has agreed that all of the drawings and specifications are final. No construction associated with this project that affect FAA facilities or equipment may begin prior to receipt of the foregoing FAA design approval. Furthermore, the Sponsor shall advise the FAA immediately of any proposed changes to the "approved" design plans and specifications before and during the projects construction. Before starting any construction, provide three (3) full size sets of the construction package to FAA Engineering Services:

FAA Navajds Engineering Center- Fort Worth, AJW-2C14C  
ATTN: Ricardo E. Salinas, Manager  
10101 Hillwood Parkway  
Fort Worth, TX 76177  
Phone: (817) 222-4575  
Email: [ricardo.e.salinas@faa.gov](mailto:ricardo.e.salinas@faa.gov)

9. Provide any information on hazardous materials or other environmental conditions that may impact the FAA relocated facilities. This information includes, but is not limited to, previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property. The Sponsor agrees to remediate, at its sole cost, all hazardous substance contamination found to impact the proposed FAA facility sites prior to construction and modification to the land rights MOA. In the event that contaminants are discovered on future FAA equipment areas during the course of the FAA's environmental due diligence documentation process, the FAA will require that those areas be remediated. Should this occur, the FAA would coordinate further details with the Sponsor.
10. 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 and modified as necessary. 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.
11. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form (Outage Request 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 under the Forms section. This form may also be used to notify the FAA of any changes to the project schedule.
12. Provide a copy of the submitted FAA Form 6000-26 to the FAA ES POC outlined in this section.

13. Sponsor shall work with the FAA Airports District Office and submit NRA or NR airspace cases for temporary and permanent locations of all buildings and equipment to be placed on the airfield. As well as required Airspace cases showing information regarding construction vehicles and equipment during each phase of the project to include all trenching operation locations, truck routes, contractor staging areas, cranes, etc. Sponsor shall respond to all NR/NRA case reviewer questions and comply with all reviewer comments. A “determination letter” must be received and reviewed by the FAA ADO before any construction can begin. Airspace cases can be submitted online via <https://oeaaa.faa.gov>.
14. Participate in Flight Inspections (as required) to address systems installed by the Sponsor.

**Construction/Installation:**

1. Services and responsibilities ( construction, installation, environmental, transfer of property, other) to be performed by the Sponsor.
  - a. RWY 03 MALSR - Construct the infrastructure required to support conversion of light structures to in-pavement units including the MALSR threshold bar lights and all light stations located within the proposed extension. This will include all new foundations, conduits and duct banks, electrical cabling and associated hardware. All hardware and equipment shall be procured and supplied by Sponsor. Additionally, several MALSR stations located outside of the proposed extension will require modification to adhere to Runway Safety Area requirements and to accommodate the change in the Approach Light Plane caused by the addition of the aforementioned in-pavement lights. The Runway Safety Area will begin at the edge of usable pavement, extending 1000’ along extended runway centerline. All MALSR stations within the expanded RSA are required to be frangible at 3” above grade.
  - b. RWY 03 Localizer – Construct proposed relocated Localizer Antenna Array foundation, relocated Localizer Equipment Shelter foundation, and associated infrastructure. Relocate existing Localizer Equipment Shelter to new foundation. Install GFM 14-Element Localizer Array on new foundation. Construct new duct bank between proposed Localizer Shelter and Array. Establish utility power to proposed Localizer Shelter site. Furnish and install Heliac RF Cabling, power cabling, and communication cabling between Localizer Shelter and Array. Demolish existing Localizer Antenna Array foundation. Crate existing 8-Element Localizer Antenna Array and prepare for shipment and dispose per FAA direction.



- c. RWY 03 DME – Construct new foundation for DME Antenna at proposed Localizer Shelter Location. Furnish and install conduit infrastructure between Localizer Shelter and relocated DME Antenna. Install existing DME Antenna on proposed foundation.
  - d. RWY 21 REIL – Construct proposed REIL foundations and associated infrastructure. Assemble GFM REIL equipment on proposed foundations per FAA direction.
  - e. RWY 21 ODALS - Demolish light structures and associated infrastructure. Remove and dispose per FAA instructions.
2. Provide the following detailed schedules:
    - a. Construction – The sponsor will provide a detailed schedule of all activities involving FAA impacts no later than 60 calendar days prior to commencing construction. The activities will be delineated by location and phases of construction. Construction requiring FAA oversight shall be phased in such a manner that there are no gaps, which would require multiple return trips. If such gaps are necessary, the FAA reserves the right to renegotiate the agreement.
    - b. Work Schedule – The sponsor will provide a detailed schedule that includes the number of crews, their location and the number of shifts that will be utilized no later than 60 calendar days prior to construction. Update schedule bi-weekly or as soon as changes occur.
  3. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with scheduling of FAA or its contracted onsite presence.
  4. Verify marked FAA power and control cables by hand digging, or hydro excavation, at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and equipment impacted by the project activities in accordance with applicable FAA rules, regulations, orders, requirements, and standards.
  5. In the case of a cut cable, the sponsor will replace the damaged cable between termination points, the FAA will not accept a new/additional splice in the damaged cable. The FAA will participate in a joint inspection of the repaired cable in each hand hole/man hole for proper racking and tags, as well as grounding and terminations.
  6. Provide copies of all critical shop drawings, as required.

7. Provide all appropriate documentation on make/models numbers and manuals on all systems installed as required.
8. Notify and coordinate with the FAA all requests to shut down any FAA navigation facilities, systems, or equipment no-less-than 45 days prior to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigation facility, system, or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. A request to shut down a specific FAA navigation facility, system, or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, or pavement or grading work.

**Note: No construction work shall be performed during FAA maintenance moratorium periods, which will be provided by FAA.**

9. Notify Mr. Ricardo E. Salinas (ricardo.e.salinas@faa.gov) Manager, Navajids Engineering Center, Fort Worth, at least 60 calendar days in advance of when FAA construction oversight services are required. A RE will be required when any construction associated with or on FAA facilities, systems, or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA RE does not relieve the Sponsor or its contractor from any requirement contained in this Agreement, nor is the RE authorized to change any term or condition of the Agreement without the FAA Contracting Officer's written authorization. **No work will be accepted unless performed under the oversight of the FAA RE.**
10. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.
11. For any items completed by the FAA, the Sponsor will pay the FAA in advance.
12. Provide the FAA unencumbered access to all site areas impacting FAA facilities.
13. Ensure its Contractor maintains an adequate inspection system and performs work in accordance with the requirements of this Agreement. The Sponsor's contractors shall maintain complete inspection records and make them available to the FAA. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.
14. Ensure that no other activities or projects at the Airport, scheduled or otherwise, interfere with the FAA's acceptance testing or other scheduled activities.

15. Participate in all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities at the end of construction for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions. The FAA will conduct a JAI prior to the commissioning and return-to-service of any FAA system. Exceptions noted will be remedied by the sponsor no later than 60 calendar days after the CAI/JAI. If exceptions are not corrected within 60 calendar days of the CAI/JAI, the FAA will clear the remaining exceptions and charge the cost to the sponsor through the reimbursable agreement.
16. Provide to the FAA at the time of the CAI, all warranty information and documentation for all FAA facilities, systems, and infrastructure on work done by the Sponsor's contractor, including material and equipment provided, and cable and grounding/ lightning protection system testing.
17. Establish or modify electrical service for any FAA facilities, equipment and 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 following essential information, so that FAA can initiate the transfer of the electrical service account:
  - a. Name, address, and phone number of local electrical service supplier;
  - b. Service address, meter number, and account number; and
  - c. Any related information such as service type, estimated energy consumption, and copies of monthly billing charges.
18. Through a separate Reimbursable Agreement, the Sponsor will pay the FAA for utility (telco and power) and depot support for the remainder of the governmental fiscal year, plus the next fiscal year following the facility commissioning date into the National Airspace System; a period up to 24 months when FAA is to take over a non-federal navigational facility.
19. Provide the FAA three sets of ANSI size "D" of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using AutoCAD Ver. 12 or newer format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the "As-Built" drawings within 60 days of completion of the project, as required by this Agreement, the FAA will complete the "As-Built" drawings and bill the Sponsor. The As-Built drawings must show what was actually built, not just the proposed construction. All exceptions and "As-Built" drawings must be cleared or otherwise resolved before the agreement can be closed out.

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.

- B. This agreement is in whole or in part funded with funding from an AIP grant  Yes  No. If Yes, the grant date is: \_\_TBD\_\_ and the grant number is: \_\_\_\_\_TBD\_\_\_\_\_. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

#### **ARTICLE 4. Points of Contact**

A. FAA:

1. The Central Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Miguel Negrete is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4619 or via email at [miguel.negrete@faa.gov](mailto:miguel.negrete@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA Central Service Area Navigational Aids Engineering Center, Fort Worth will perform the scope of work included in this Agreement. Ricardo E. Salinas is the Manager, Nav aids Engineering Center, Fort Worth and liaison with the Sponsor and can be reached at (817) 222-4575 or via email at [ricardo.e.salinas@faa.gov](mailto:ricardo.e.salinas@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan who can be reached at (817) 222-4395 or via email at [brad.logan@faa.gov](mailto:brad.logan@faa.gov).

B. Sponsor:

Corey Needham, P.E.  
Assistant County Manager of Operations  
Lea County Government  
100 Main Street  
Lovington, New Mexico 88260  
Telephone (575) 605-3497

email: [cneedham@leacounty.net](mailto:cneedham@leacounty.net)

#### **ARTICLE 5. Non-Interference with Operations**

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

#### **ARTICLE 6. Property Transfer**

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.
- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

**ARTICLE 7. Estimated Costs**

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

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>Labor</b>	
WB4020 Engineering	\$125,152.72
WB4030 Environmental and Occupational Safety and Health Compliance	\$21,553.20
WB4050/WB4060/WB4070 Construction/Install/JAI	\$276,825.62
Labor Subtotal	\$423,531.54
Labor Overhead	\$67,059.16
<b>Total Labor</b>	<b>\$490,590.70</b>
<b>Non-Labor</b>	
WB4020/WB4030/WB4050/WB4060/WB4070 Travel	\$95,941.25
WB4030 Environmental and Occupational Safety and Health Compliance	\$18,000.00
WB4060 Site Preparation, Installation, Test and Checkout (Conduct Flight Inspection)	\$44,880.00
Non-Labor Subtotal	\$158,821.25
Non-Labor Overhead	\$12,705.70
<b>Total Non-Labor</b>	<b>\$171,526.95</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$662,117.65</b>

**ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

**ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest

bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

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

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration  
Reimbursable Receipts Team  
800 Independence Ave S.W.  
Attn: Rm 612A  
Washington D.C. 20591  
Telephone: (202) 267-1307

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

Lea County Government  
Attn: Corey Needham P.E.  
Assistant County Manager of Operations  
100 Main Street  
Lovington, New Mexico 88260  
Telephone (575) 605-3497  
Email: [cneedham@leacounty.net](mailto:cneedham@leacounty.net)

- 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 amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the

estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Amendments**

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

#### **ARTICLE 11. Termination**

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

#### **ARTICLE 12. Order of Precedence**

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

- A. This Agreement



B. The attachments

### **ARTICLE 13. Legal Authority**

This Agreement is entered into under one or more of the following authorities; 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Each of 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, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et

seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

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

**ARTICLE 19. Protection of Information**

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

**ARTICLE 20. Security**

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

**ARTICLE 21.RESERVED**

**ARTICLE 22. Entire Agreement**

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

**AGREED:**

**FEDERAL AVIATION  
ADMINISTRATION**

**LEA COUNTY GOVERNMENT**

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

NAME \_\_\_\_\_

TITLE Contracting Officer

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_