



SPONSOR COPY

U.S. Department of Transportation
Federal Aviation Administration
Airports Division

GRANT AGREEMENT

PART I – OFFER

NOV 12 2009

Date of Offer

Jonesboro Municipal Airport

Airport/Planning Area

3-05-0033-017-2009

Grant No.

073540288

DUNS No.

TO: **City of Jonesboro**
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **October 30, 2009**, for a grant of Federal funds for a project at or associated with the **Jonesboro Municipal Airport** which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the American Recovery and Reinvestment Act of 2009, herein called "the Act", to make grants for discretionary projects as authorized by subchapter 1 of Chapter 471 and subchapter 1 of Chapter 475 of Title 49 United States Code, as amended, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, **One-Hundred percent (100%)** thereof.

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be **\$292,040.00**. For the purposes of any future grant amendments, subject to the availability of funds, which may increase the foregoing maximum obligation of the United States under the provisions of The Act, and applicable provisions of Title 49, United States Code, the following amounts are being specified for this purpose:

\$292,040.00 for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under The Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the United States Secretary of Transportation (herein "Secretary") shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **December 11, 2009**, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal Grant Agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with this Grant Agreement.

9. **TRAFFICKING IN PERSONS:**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity.

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section.
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force,

fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10. **SOUTHWEST REGION ECHO GRANT PAYMENTS:** The sponsor agrees to:

a. Comply with the Southwest Region ECHO Grant Payment Request Guidelines and Procedures (see AIP Sponsor Guide, Section 1500 Grant Payments) and

b. Request cash drawdowns on the ECHO system only when actually needed for reimbursement of eligible project costs and

c. Submit timely reports of such disbursements as required.

It is understood that failure to adhere to this provision may cause revocation of the ECHO Control Number.

11. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108 (b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects;

c. May be increased by not more than 15 percent for land projects.

12. **LETTER AMENDMENT - DEVELOPMENT:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor the grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, if there is an overrun in the eligible project costs, FAA may increase the grant to cover that amount of the overrun not to exceed the statutory fifteen (15%) percent limitation and will advise the sponsor by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.

13. **CONSTRUCTION MANAGEMENT PROGRAM:** The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

- 3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - 4) Qualifications of engineering supervision and construction inspection personnel.
 - 5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - 6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are.
14. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to ensure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory:** The following must be depicted in an appropriate form and level of detail:
 - (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation. For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. Inspection Schedule:

- (1) **Detailed Inspection:** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available; i.e. Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", the frequency of inspections may be extended to three years.
- (2) **Drive By Inspection:** A drive by inspection must be performed a minimum of once per month to detect unexpected changes in pavement condition.

c. Record Keeping: Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) Inspection date,
- (2) Location,
- (3) Distress types, and
- (4) Maintenance scheduled or performed.
- (5) For drive by inspections, the date of inspection and any maintenance performed must be recorded.

d. Information Retrieval: An airport sponsor may use any form of record keeping it deems appropriate, as long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. Reference: Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

15. It is understood and agreed that the procurement of all eligible professional services, including program management, planning and feasibility studies, architectural services, preliminary engineering, design engineering, surveying, mapping and related services will be completed in accordance with Advisory Circular 150/5100-14.
16. It is further understood and agreed that if the sponsor engages the services of a qualified engineer, engineering firm or of any other qualified professional, the engineering agreement or professional services agreement is the basis for FAA's determination of adequate services and reasonable costs. It is further understood and agreed that the sponsor in all cases will submit the proposed draft agreement(s) that fully describe the scope of services and deliverables, the fees or reimbursement applicable and the proposed contract terms to the FAA for approval. As part of that submittal and as applicable, the sponsor will also provide an independent cost estimate for all proposals in excess of \$100,000.

Special Conditions

1. **ARRA SPECIAL REPORTING REQUIREMENT:** It is agreed and understood that in accepting this Grant Offer, the sponsor acknowledges and agrees that it will provide all reports, in a format and with such frequency as determined by the FAA, for all information related to the administration of this grant as required by Congress or any Federal agency with authority to require such reporting including, but not limited to, that required by Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009 (ARRA of 2009). This reporting will include, but not be limited to, schedules, construction progress, project expenditures, job creation, etc. as specified. Attachments numbered Two and Three, attached hereto, set forth specific Transparency and Oversight

Requirements as well as General Reporting Requirements. The sponsor further agrees to provide the FAA with the certifications required by Sections 1201, 1511, and 1607 of the ARRA of 2009 in the format and at the time required by under the Act and related guidance issued by the FAA or another Federal agency. Failure to submit executed certifications required under the Act could affect the award of Economic Recovery funds.

2. **ARRA CONTRACT AND NOTICE TO PROCEED:** It is agreed and understood that the Sponsor will have a fully executed contract in place for construction or manufacture of the project described within 15 calendar days of the date of this Grant Offer, and further, that the Sponsor will issue a Notice to Proceed within 30 days of Grant Offer and construction and/or manufacture shall begin work within 15 days of issuance of notice to proceed unless there are extenuating circumstances that do not allow (e.g. long lead time items). The Sponsor further agrees and understands if a contract is not executed within 15 days, and/or Notice to Proceed is not given within 30 days of the Grant Offer, the FAA may unilaterally cancel the grant and recover the grant funds for redistribution.
3. **ARRA GRANT CLOSURE AND RECOVERY:** The FAA may unilaterally close this grant and recover the funds without prejudice if the Sponsor does not comply with any of these Special Conditions or other provisions of the American Recovery and Reinvestment Act of 2009.
4. **ARRA DRAWDOWNS:** The Sponsor shall make timely payments for costs incurred (construction, engineering, etc.) and shall request payment reimbursement or initiate ECHO drawdowns at least every 30 days as evidence of such payments. Payment requests or drawdowns shall only be for reimbursement of work completed and shall only be required if contractor payments have taken place in the preceding period.
5. **ARRA PROJECT COMPLETION:** The Sponsor is expected to take all appropriate actions necessary to promptly carry out and complete the project no later than February 16, 2011. For purposes of this Special Condition, the term "completed" means when the contractor or the manufacturer of equipment is finished as evidenced by the project's Final Inspection Report.
6. **ARRA AMENDMENTS:** It is understood and agreed that this grant can only be amended with funds made available by the American Recovery and Reinvestment Act of 2009, if available. Further, it is understood and agreed that this grant cannot be amended after September 30, 2010.
7. **ARRA AIRPORT SIGNS:** The airport grant recipient of American Recovery and Reinvestment Act of 2009 (ARRA) funds hereby agrees that it will strongly encourage the prime contractor of an airport project funded with ARRA funds to post signs identifying the project as one funded in whole or in part by ARRA funds. Airport signs should be visible to the public using the airport, such as on the main entrance road to the Airport or Terminal. The airport signs should, at a minimum, prominently display the two recovery logos (Recovery.gov and USDOT TIGER). The signs may also contain text explaining that the project is funded, fully or in part, with ARRA funds. The signs should be solely used to publicize ARRA funding of an airport project.
8. **BUY AMERICAN PREFERENCE REQUIREMENT:** The Sponsor hereby acknowledges the requirement to apply the Buy American Preference Requirement (BAPR) (49 USC 50101) to the project (s) funded by this grant. This requirement includes the compliance with the following provision: Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009—Construction Materials.
9. **TRACKING AND DOCUMENTING ARRA EXPENDITURES:** The Sponsor hereby acknowledges the requirement to adhere to certain recipient responsibilities regarding tracking and documenting Recovery Act expenditures. To this end, the Sponsor hereby agrees to the following: Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, "Uniform Administrative Requirements for Grants and

Agreements” and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

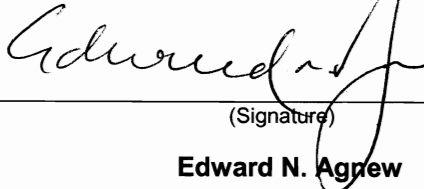
(c) Recipients agree to separately identify each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office

10. **PROHIBITION AGAINST BUSINESS WITH SUSPENDED OR DEBARRED PARTIES:** The Sponsor hereby agrees to award contracts only after determining that the proposed contractor is not listed on the General Services Administration (GSA) Excluded Parties List System available at <https://www.epls.gov/>.
11. **RETROACTIVITY OF MODIFICATION REQUIREMENTS:** The Sponsor hereby agrees to be bound by and to comply with any and all future modifications to the ARRA funding requirements for sponsors by the United States with respect to ARRA grants awarded prior to the date of said modifications.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Edward N. Agnew

Manager, Arkansas/Oklahoma Airports
Development Office

Part II - Acceptance

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

Executed this _____ day of _____, 2009.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative – Must Be Governor, Mayor, Or Chief Executive)

(SEAL)

By: _____

Title: _____

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

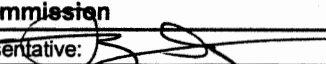
I, _____, acting as Attorney for the Sponsor, do hereby certify:

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

Dated at _____ this _____ day of _____, 2009.

Signature of Sponsor's Attorney

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION		2. DATE SUBMITTED October 23, 2009	Applicant Identifier
Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Pre-application Construction <input type="checkbox"/> Non-Construction <input type="checkbox"/> Pre-application Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY AGENCY	Federal Identifier AIP 3-05-0033-017-2009
5. APPLICANT INFORMATION			
Legal Name: Jonesboro Municipal Airport Commission		Organizational Unit: Jonesboro Municipal Airport Commission	
Organizational DUNS: 073540288		Department:	
Address: Street: P.O. Box 17116		Division:	
City: Jonesboro		Name and telephone of person to be contacted on matters involving this application (give area code)	
County: Craighead		Prefix: Mr.	First Name: Philip
State: AR Zip Code: 72403		Middle Name:	
Country: United States		Last Name: Steed	
		Suffix:	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 7 1 - 6 0 1 3 7 4 9		Email: psteed@suddenlinkmail.com	
		Phone Number (give area code) (870) 935 - 8669	Fax Number (give area code) (870) 935 - 8669
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		7. TYPE OF APPLICANT (See back of form for Application Types) Municipal Other (Specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 2 0 - 1 0 6		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration	
TITLE (Name of Program): Airport Improvement Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Taxiway "A" Pavement Rehabilitation	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Jonesboro, Craighead County, Arkansas		14. CONGRESSIONAL DISTRICTS OF:	
13. PROPOSED PROJECT		a. Applicant 01	b. Project 01
Start Date: 11/2009 Ending Date: 7/2010			
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 292,040. ⁵⁰	a. YES. <input checked="" type="checkbox"/>	THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE : <u>October 23, 2009</u> PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
b. Applicant	\$ 0. ⁰⁰	b. NO. <input type="checkbox"/>	
c. State	\$ 0. ⁰⁰	<input type="checkbox"/>	
d. Local	\$. ⁰⁰	<input type="checkbox"/>	
e. Other	\$. ⁰⁰	<input type="checkbox"/>	
f. Program Income	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
g. TOTAL	\$ 292,040. ⁵⁰	<input type="checkbox"/> Yes, if "Yes", attach an explanation <input checked="" type="checkbox"/> 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: Brian		Middle Name:	
Last Name: Fulkerson		Suffix:	
b. Title: Chairman, Airport Commission		c. Telephone: 870-932-1246	
d. Signature of Authorized Representative: 		e. Date Signed: 10-30-09	

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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 Rating _____

Item 2.
Does this assistance request require State, or 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 Airport Layout Drawing-FAA SW Region

Item 6.
Will the assistance requested serve a Federal installation? Yes No
Name of Federal Installation _____
Federal Population benefiting from Projects _____

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 instruction for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals families, business, 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.

*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.

PART II - SECTION C (SECTION B OMITTED)

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:

The airport is located within the city limits of Jonesboro. The City will exercise its zoning authority to prevent non-compatible land use.

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

None

3. Possible Disabilities. - There are not 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:

None

4. 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 property map designated as Exhibit "A".

Exhibit "A", Airport Property Map, on file with the Airport and the FAA from previous projects.

*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.

PART II - SECTION C (Continued)

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

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

None

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

None

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

None

**PART III - BUDGET INFORMATION - CONSTRUCTION
SECTION A - GENERAL**

Federal Domestic Assistance Catalog No. 20-106

Functional or Other Breakout AIP

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administrative expense	\$	\$	\$ 15,000.00
2. Preliminary expense			4,190.00
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			32,300.00
5. Other architectural engineering fees			7,500.00
6. Project inspection fees			8,900.00
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			215,525.50
12. Equipment			
13. Miscellaneous (Testing)			8,625.00
14. Total (Lines 1 through 13)			292,040.50
15. Estimated income (if applicable)			
16. Net Project Amount (line 14 minus 15)			292,040.50
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (excluding rehabilitation grants)			292,040.50
20. Federal Share requested of line 19			292,040.50 <i>PH</i>
21. Add rehabilitation grants requested (100 percent)			
22. Total Federal grant requested (lines 20 & 21)			292,040.50 <i>PH</i>
23. Grantee share			
24. Other shares			
25. Total Project (Lines 22, 23 & 24)			\$292,040.50

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26.		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g.		
h.		
TOTALS	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (by applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (explain	
h. TOTAL - grantee share	
28. Other Shares	
a. State	
b. Other	
c. Total other shares	
29. TOTAL	\$

SECTION E - REMARKS

The following documents are attached hereto and incorporated herein:

1. Title VI Assurances

The following documents are incorporated herein by reference:

1. Plans & Specifications approved by the FAA.
2. Property Map - Exhibit "A"

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

Jonesboro Municipal Airport

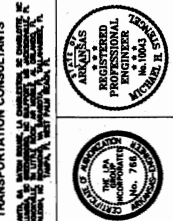
Taxiway "A" Pavement Rehabilitation Program Narrative

This application is submitted in support of the rehabilitation of portions of Taxiway "A" pavement at the Jonesboro Airport.

The total AIP-eligible project budget is **\$292,040.50**. AIP funds required would be **\$292,040.50**.

The primary components of this project are as follows:

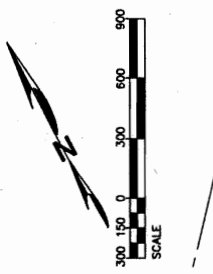
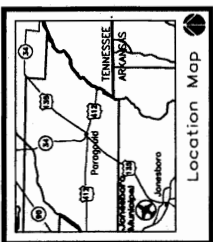
1. **Rehabilitation of the Taxiway Pavement.** This component includes an asphalt overlay. Primary areas include Taxiway "A1" and Taxiway "A".



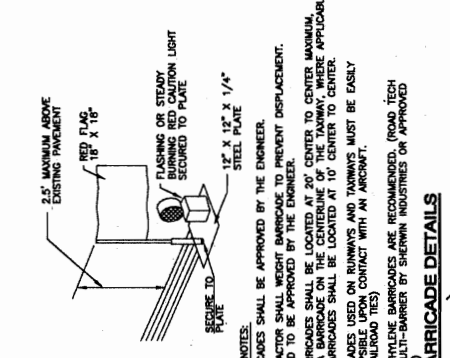
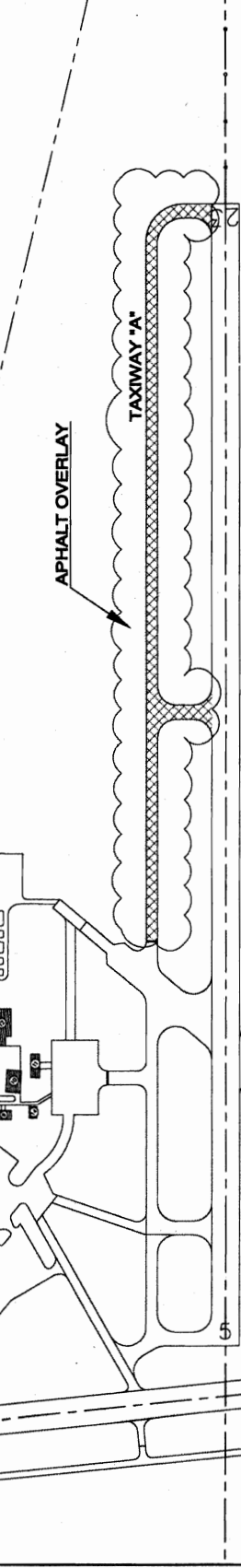
Contractor: BHS
 Project Number: 0710008
 Designer: BHS
 Revision: BHS

No.	Description	Date	By

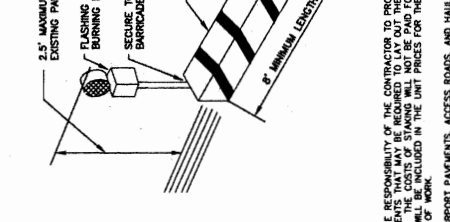
PROJECT NAME: TAXIWAY "A" PAVEMENT REHABILITATION
 PROJECT: LAYOUT PLAN
 PROJECT NUMBER: 3-05-0033-017
 DATE: SEPTEMBER 2009
 SHEET NUMBER: 2
 DRAWING NUMBER: PLP-1
 SCALE: 1"=300'



CAUTION: UTILITIES EXIST IN AND ABOUT THE LIMITS OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES AND FOR PROTECTING THEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO UTILITIES.



- BARRICADE NOTES:**
1. BARRICADES SHALL BE APPROVED BY THE ENGINEER.
 2. CONTRACTOR SHALL WEIGH BARRICADES TO BE APPROVED BY THE ENGINEER.
 3. BARRICADES SHALL BE LOCATED AT 10' CENTER TO CENTER MAXIMUM WITH A BARRICADE ON THE CENTERLINE OF THE TAXIWAY, WHERE APPLICABLE.
 4. BARRICADES SHALL BE LOCATED AT 10' CENTER TO CENTER.
 5. BARRICADES USED ON RUNWAYS AND TAXIWAYS MUST BE EASILY COLLAPSIBLE UPON CONTACT WITH AN AIRCRAFT.
 6. POLYETHYLENE BARRICADES ARE RECOMMENDED. (ROAD TECH EQUAL)



LIGHTED BARRICADE DETAILS
 SCALE: NONE

DESCRIPTION	TOP ELEVATION
1. PRO TERMINAL / HANGAR	288.9
2. HANGAR	288.9
3. HANGAR	284.1
4. HANGAR	280.8
5. HANGAR	289.3
6. HANGAR (LOWLER)	278.9
7. HANGAR (AVIATION HANGAR)	278.9
8. HANGAR (AVIATION HANGAR)	278.9
9. ASI BUILDING	278.2
10. CIVIL AIR PATROL BUILDING	273.6
11. FSS (LIGHT SERVICE STATION) /	274.3
12. FAA EQUIPMENT BUILDINGS	282.3
13. HANGAR (LANDRY)	282.3
14. HANGAR (LANDRY)	282.3
15. HANGAR (CONTROL)	UNKNOWN
16. SHARP AVIATION MAINTENANCE FACILITY	UNKNOWN

5. CONSTRUCTION STAKE-OUT SHALL BE PERFORMED BY CONTRACTOR IN ACCORDANCE WITH ARTICLE 50-08 OF THE SPECIFICATIONS.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE CLEANUP AND DISPOSAL OF ALL TRASH AND DEBRIS CREATED BY HIS WORK OR THE WORK OF OTHERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND DISPOSAL OF ALL TRASH AND DEBRIS IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.
7. CONTRACTOR WILL PROTECT ALL EXISTING UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO UTILITIES.
8. IN THE EVENT THE CONTRACTOR SERVICES HIS EQUIPMENT ON AIRPORT PROPERTY, ALL OIL AND FLUIDS REMOVED FROM THE CONTRACTOR'S EQUIPMENT SHALL BE COLLECTED AND REMOVED FROM THE AIRPORT PROPERTY IN ACCORDANCE WITH THE LOCAL, STATE AND FEDERAL ENVIRONMENTAL LAWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND DISPOSAL OF ALL OIL AND FLUIDS REMOVED FROM THE AIRPORT PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND DISPOSAL OF ALL OIL AND FLUIDS REMOVED FROM THE AIRPORT PROPERTY.
9. CONTRACTOR SHALL VISIT THE SITE TO DETERMINE EXISTING CONDITIONS PRIOR TO SUBMITTING BIDDING.
10. PRIOR TO DIGGING ANY TRENCHES, CONTRACTOR SHALL NOTIFY THE AIRPORT MANAGER TO HAVE ALL AIRPORT/FAA CABLES LOCATED.
11. ANY DAMAGES DONE TO AIRPORT PROPERTY OR UTILITIES (SUCH AS RUNWAY, TAXIWAYS, APRONS, FENCING, EXISTING AIRPORT AND/OR TAXIWAY MARKERS, ETC.) SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRS.
12. APPROVED CUTS IN PAVEMENT OR CONCRETE SHALL BE MADE USING SURFACE PATCHING MATERIAL APPROVED BY THE ENGINEER.
13. EXISTING ASSIGNMENTS TO OTHER PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL MEASUREMENTS THAT MAY BE REQUIRED TO LAY OUT THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF STAKING AND TO BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF STAKING AND TO BE PAID FOR BY THE CONTRACTOR.
15. THE EXISTING AIRPORT PAVEMENTS, ACCESS ROADS, AND HAUL ROUTES MAY NOT BE CAPABLE OF SUPPORTING CERTAIN TYPES OF EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO THE EXISTING PAVEMENTS, ACCESS ROADS, AND HAUL ROUTES CAUSED BY HAULING OR ANY OTHER CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRS AND REMOVAL OF ALL HAUL ROUTES SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE FOR MOBILIZATION.
16. UNLAWFUL, UNAPPROVED, OR ACCIDENTAL SHUTDOWN OR INTERFERENCE OF SERVICE TO ANY LIGHTING CIRCUIT OR OTHER AIRPORT EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRS AND REMOVAL OF ALL HAUL ROUTES SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE FOR MOBILIZATION.
17. ANY DAMAGE TO EXISTING UTILITIES OR UNDERGROUND UTILITIES ON AIRPORT PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRS AND REMOVAL OF ALL HAUL ROUTES SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE FOR MOBILIZATION.
18. CONTRACTOR SHALL COORDINATE WORK AREAS WITH ENGINEER AND AIRPORT MANAGER. CONTRACTOR SHALL PLACE SURROUNDING BARRICADES ON ALL SIDES OF WORK AREA TO SEPARATE CONSTRUCTION ACTIVITIES FROM AIRPORT WORKING AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF BARRICADES AND EQUIPMENT ARE WORKING IN APRON AREA.

GENERAL NOTES

1. ALL NON-PAVED AREAS OUTSIDE LIMITS OF CONSTRUCTION INCLUDING EXISTING PAVED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER. THERE WILL BE NO SEPARATE PAY ITEM FOR THIS WORK.
2. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE STORAGE AND SECURITY OF HIS MATERIAL AND EQUIPMENT AND SHALL ERECT CONSTRUCTION FENCES AND FENCING AS NECESSARY TO PROTECT THE LOCATION SHOWN ON DRAWINGS.
3. CONTRACTOR WILL NOT BE ALLOWED TO USE ANY OF THE EXISTING RUNWAYS OR TAXIWAYS AS PART OF THE HAUL ROAD UNLESS APPROVED BY THE ENGINEER.
4. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE PROJECT AREA THROUGH THE PROJECT ACCESS ROUTES AS DETERMINED BY THE OWNER AND ENGINEER.

Attachment 1-A (two pages)

Airport Sponsor Certifications

The Sponsor hereby certifies to the following:

1. The funding request contained in this grant application is based upon competitive bids that were received on October 16, 2009 and the associated bid tabulation is hereby attached to this certification. The Sponsor complied with all State and local procurement laws and regulations applicable to competitive bidding.
2. The Sponsor hereby acknowledges FAA's need to approve and issue, as appropriate, any waiver to the Buy American Preference Requirement (BAPR) (49 USC 50101). Additionally, the Sponsor understands that any waiver request issued to the BAPR under the American Recovery and Reinvestment Act of 2009 requires specific information related to the waiver request, if granted, to be published in a Federal Register Notice. Accordingly, so as to not delay the processing of the subsequent Grant Offer and resulting contract documents between the Sponsor and the lowest responsible bidder, attached hereto are all Request for Waiver to the BAPR necessary to complete this project.
3. The Sponsor further certifies that it will issue a Notice to Proceed to the contractor (or equipment supplier in the case of equipment acquisition) within 30 days of issuance of a Grant Offer.
4. Pursuant to Title XV, Subtitle A, section 1511 of the American Recovery and Reinvestment Act (Pub. L. 111-5 (Feb. 17, 2009) ("ARRA"), I Harold Perrin*, hereby certify that the infrastructure investment funded by ARRA has received the full review and vetting required by law and that I accept responsibility that such investment is an appropriate use of taxpayer dollars. I further certify that the specific information required by section 1511 concerning each such investment (a description of the investment, the estimated total cost, and the amount of ARRA funds to used) is enclosed and is provided on the City of Jonesboro website, available to the public at www.Jonesboro-ORg and linked to Recovery.gov.

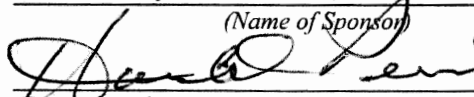
I understand that the Sponsor making application for ARRA funding may not receive ARRA infrastructure investment funding unless this certification is received by the FAA with the ARRA grant application and posted on the Sponsor's website.

* In accordance with section 1511 of ARRA, the Certifying Official may be either the Governor, mayor, or other chief executive, as appropriate.

(SEAL)

City of Jonesboro, Arkansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative - Must be Governor, Mayor or Chief Executive)

By: HAROLD PERRIN

(Typed Name of Sponsor's Designated Official Representative)

Title: MAYOR

(Typed Title of Sponsor's Designated Official Representative)

Attest:

CERTIFICATE OF SPONSOR'S ATTORNEY

I Phillip W. Creso, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to certify to the above representations under the laws of the State of Arkansas. Further, I have examined representations and documentation as attached and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State.

Dated at this 6 day of November 2009

By: Phillip W. Creso
(Signature of Sponsor's Attorney)

PART V
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 Antikickback 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 Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- 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 that are not to be paid by the United States. It as 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 that 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, nontenant, 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 nontenants and signatory carriers and nonsignatory 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 that 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, (a) 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 (b) 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 (a) It may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) 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 and safety 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 7/1/05 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.

CURRENT FAA ADVISORY CIRCULARS FOR AIP/PFC PROJECTS

Updated on: 7/1/05

CURRENT FAA ADVISORY CIRCULARS FOR BOTH AIP and PFC PROJECTS

NUMBER	TITLE
70/7480-1and Change 1	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability-RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5100-15A	Civil Rights Requirements For The Airport Improvement Program
150/5070-6A	Airport Master Plans
150/5190-5 and Change 1	Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities
150/5200-28B	Notices to Airmen (NOTAMS) for Airport Operators
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7C	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14A	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10C	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems for Nonfederal Applications
150/5220-17A and Change 1	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22 and Change 1	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5300-13 and Changes 1 through 8	Airport Design
150/5300-14 and Changes 1 and 2	Design of Aircraft Deicing Facilities
150/5320-5B	Airport Drainage
150/5320-6D and Changes 1 through 3	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 through 6	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-15 and Change 1	Management of Airport Industrial Waste
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4A and Change 1	Runway Length Requirements for Airport Design
150/5335-5 and Change 1	Standardized Method of Reporting Pavement Strength PCN
150/5340-1J	Standards for Airport Markings
150/5340-5B and Change 1	Segmented Circle Airport Marker System
150/5340-18D	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5345-3E	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26C	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B and Change 1	FAA Specification L853, Runway and Taxiway Centerline Retro reflective Markers
150/5345-42D	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43E	Specification for Obstruction Lighting Equipment
150/5345-44G	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46B	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L854, Radio Control Equipment

CURRENT FAA ADVISORY CIRCULARS FOR AIP/PFC PROJECTS

Updated on: 7/1/05

150/5345-50 and Change 1	Specification for Portable Runway Lights
150/5345-51 and Change 1	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53B	Airport Lighting Equipment Certification Program
150/5345-54A and Change 1	Specification for L-1884 Power and Control Unit for Land and Hold Short
150/5345-55	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-11	Energy Conservation for Airport Buildings
150/5360-12D	Airport Signing & Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10B	Standards for Specifying Construction of Airports
150/5370-13	Off-peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-8A	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7	Pavement Management System
150/5380-8	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements
150/5390-2B	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases
150/5200-30	Airport Winter Safety and Operations
150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-8	Construction Progress and Inspection Report-Airport Grant Program

THE FOLLOWING ADDITIONAL APPLY to AIP PROJECTS ONLY

NUMBER	TITLE
150/5100-14C	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements For The Airport Improvement Program
150/5100-17 and Changes 1 through 4	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5190-5 and Change 1	Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities
150/5200-30A and Changes 1 through 8	Airport Winter Safety and Operations
150/5200-33A	Hazardous Wildlife Attractants on or Near Airports
150/5300-15	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5360-11	Energy Conservation for Airport Buildings
150/5370-8B	Construction Progress and Inspection Report—Airport Grant Program
150/5370-11A	Use on Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-13	Off-peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7	Pavement Management System
150/5380-8	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

THE FOLLOWING ADDITIONAL APPLY to PFC PROJECTS ONLY

NUMBER	TITLE
150/5000-12	Announcement of Availability—Passenger Facility Charge (PFC) Application (FAA Form 5500-1)