

Application for Federal Assistance

Santa Ynez Airport

Santa Barbara County
Santa Barbara County, California

AIP 3-06-0243-015-2016, to include:
Airfield Electrical Upgrades

December , 2015

Santa Barbara County General Services

1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101
Phone: (805) 568-2622

Matthew P. Pontes
Director, General Services



County of Santa Barbara
Santa Ynez Valley Airport

Grant Application

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County of Santa Barbara
Santa Ynez Valley Airport

Application for Federal Assistance
Standard Form 424

Application for Federal Assistance SF-424		
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
* 3. Date Received:	4. Application Identifier:	
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: County of Santa Barbara, General Services		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6002833	*c. Organizational DUNS: 930396841	
d. Address:		
* Street1: 1105 Santa Barbara Street, 2nd Floor		
Street 2:		
* City: Santa Barbara		
County:		
* State: CA		
Province:		
Country:		
*Zip/ Postal Code: 93101		
e. Organizational Unit:		
Department Name: Santa Ynez Valley Airport	Division Name: Airport	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.	First Name: Celeste	
Middle Name:		
* Last Name: Manolas		
Suffix:		
Title: Capital Projects Manager		
Organizational Affiliation: Santa Barbara County General Services		
* Telephone Number: 805-568-2622	Fax Number: 805-568-3249	
* Email: cmanolas@co.santa-barbara.ca.us		

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: B. County Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

Santa Ynez Valley and Northern Santa Barbara County

* 15. Descriptive Title of Applicant's Project:

Airfield electrical upgrades including removal and replacement of runway and taxiway edge lights, guidance signs, PAPI, VASI, internally-lighted primary wind cone, and back-up power including electrical vault upgrades.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant CA - 024; Lois Capps

* b. Program/Project: Ca - 024; Lois Capps

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: June 2016

* b. End Date: January 2017

18. Estimated Funding (\$):

*a. Federal	\$1,207,413.00
*b. Applicant	\$73,787.00
*c. State	
*d. Local	\$60,370.00
*e. Other	
*f. Program Income	
*g. TOTAL	\$1,341,570.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Matthew

Middle Name: P.

*Last Name: Pontes

Suffix:

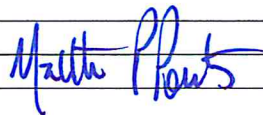
*Title: General Services Director

*Telephone Number: 805-560-1011

Fax Number: 805-568-3249

*Email: mpontes@countyofsb.com

*Signature of Authorized Representative:



Date Signed: 12/14/15

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

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

NONE.



Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Participated in a county-initiated Comprehensive Land Use Plan update.

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

None.

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

No exceptions.

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

Yes.

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

Yes.

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

Yes.

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

N/A

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

N/A

PART II – SECTION C (Continued)

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

No exceptions.

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

County holds clear title to all airport property. No change to airport property since last approved Exhibit A Property Map.

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: _____
 2. Functional or Other Breakout: _____

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$ 70,000.00	\$	\$ 70,000.00
2. Preliminary expense			0.00
3. Land, structures, right-of-way			0.00
4. Architectural engineering basic fees	38,000.00		38,000.00
5. Other Architectural engineering fees	12,500.00		12,500.00
6. Project inspection fees	126,500.00		126,500.00
7. Land development			0.00
8. Relocation Expenses			0.00
9. Relocation payments to Individuals and Businesses			0.00
10. Demolition and removal			0.00
11. Construction and project improvement	1,094,570.00		1,094,570.00
12. Equipment			0.00
13. Miscellaneous			0.00
14. Total (Lines 1 through 13)	1,341,570.00	0.00	1,341,570.00
15. Estimated Income (if applicable)			0.00
16. Net Project Amount (Line 14 minus 15)	1,341,570.00	0.00	1,341,570.00
17. Less: Ineligible Exclusions			0.00
18. Add: Contingencies			0.00
19. Total Project Amt. (Excluding Rehabilitation Grants)	1,341,570.00	0.00	1,341,570.00
20. Federal Share requested of Line 19	1,207,413.00		1,207,413.00
21. Add Rehabilitation Grants Requested (100 Percent)			0.00
22. Total Federal grant requested (lines 20 & 21)	1,207,413.00	0.00	1,207,413.00
23. Grantee share	73,787.00		73,787.00
24. Other shares	60,370.00		60,370.00
25. Total Project (Lines 22, 23 & 24)	\$ 1,341,570.00	\$ 0.00	\$ 1,341,570.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 0.00	\$ 0.00
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		73,787.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		73,787.00
28. Other Shares		
a. State		60370
b. Other		
c. Total Other Shares		60,370.00
29. TOTAL		\$ 134,157.00
SECTION E – REMARKS		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE

PROJECT: Airfield Electrical Upgrades

AIRPORT: Santa Ynez Valley Airport, Santa Barbara County

1. Objective:

The objective of this effort is to remove and replace existing runway and taxiway edge lighting, guidance signage, PAPI and REIL, internally lighted primary wind, and installation of vault upgrades including back-up power.

2. Benefits Anticipated:

Benefits anticipated as a result of these improvements include addressing ongoing issues related to intermittent outages of existing electrical infrastructure, and enhancements in low-level navigation aids to facilitate safe operation during periods of low fog and poor visibility.

3. Approach:

The County of Santa Barbara secured a design only grant for this effort in 2015. Preliminary design and engineering design including preparation of plans, technical specifications, and contract documents is underway with work being performed by Tartaglia Engineering, the airport consultant. It is anticipated the improvement package will be complete and out for bid in April, 2016. In addition to actual construction of the improvements, the grant received with this application will include construction administration, inspection, materials testing, survey and layout, and owner administration efforts.

4. Geographical Location:

Santa Ynez Airport is located along the south side of Highway 246, east of the community of Santa Ynez, central Santa Barbara County. The airport is owned by the County of Santa Barbara and managed by the local Santa Ynez Valley Airport Authority.

5. Justification for Force Account Work:

Not applicable.

6. Sponsor's Representative:

Santa Barbara County

Celeste Manolas, Capital Projects Manager
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101
Phone: (805) 568-2622

Santa Ynez Valley Airport Authority

Shawn Knight, President
PO Box 1572
Santa Ynez, CA 93460
Phone: (805) 688-8390

County of Santa Barbara
Santa Ynez Valley Airport

Scope and Estimate

Santa Ynez Airport

Airfield Electrical Upgrades

Scope and Estimate

November 12, 2015

Project Scope

The scope of work focuses on upgrades to the airfield electrical facilities throughout the airport. With many of the components in operation for 50+ years, failures and services interruptions are occurring with greater frequency. Breakages in the direct bury cable are becoming a frequent problem. Outages, particularly over weekends, can create safety issues if left un-addressed until the next scheduled work day. In addition, the airfield is without adequate grounding (counterpoise).

Specific items of work:

1. Installation of new conduit and conductor for the runway and taxiway circuits, including home runs and counterpoise grounding system.
2. Installation of new runway edge and threshold lighting, constant-current regulator, and pilot control panel.
3. Installation of new taxiway edge lighting, constant-current regulator, and guidance signs.
4. Installation of shelter to house electrical panels and regulators, with a back up generator.
5. Replace Runway 26 VASI with a PAPI and install a Runway 8 PAPI.
6. Install pilot control REIL's for Runway 8 and 26.
7. Install new, internally-lighted primary wind cone.

Santa Ynez Airport

Airfield Electrical Upgrades

Scope and Estimate

November 12, 2015

Construction Cost Estimate

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1.0	LS	\$50,000.00	\$50,000.00
2	Airport Safety & Security	1.0	LS	\$30,000.00	\$30,000.00
3	Sawcut	4,600.0	LF	\$2.00	\$9,200.00
4	Paved Trench Repair	2,300.0	LF	\$15.00	\$34,500.00
5	Electrical Conduit, 2"	16,400.0	LF	\$7.00	\$114,800.00
6	Electrical Conduit, 2", Encased	2,440.0	LF	\$18.00	\$43,920.00
7	Junction Box - Small	26.0	EA	\$1,100.00	\$28,600.00
8	Junction Box - Large	5.0	EA	\$3,000.00	\$15,000.00
9	Airfield Electrical Conductor	21,700.0	LF	\$2.50	\$54,250.00
10	Counterpoise Conductor	17,500.0	LF	\$2.40	\$42,000.00
11	Counterpoise Ground Rods	430.0	EA	\$180.00	\$77,400.00
12	Runway Edge Light	28.0	EA	\$1,400.00	\$39,200.00
13	Runway Threshold Light	12.0	EA	\$1,200.00	\$14,400.00
14	Taxiway Edge Light	197.0	EA	\$1,200.00	\$236,400.00
15	Guidance Sign (1 module)	1.0	EA	\$2,800.00	\$2,800.00
16	Guidance Sign (2 module)	4.0	EA	\$3,000.00	\$12,000.00
17	Guidance Sign (3 module)	3.0	EA	\$3,200.00	\$9,600.00
18	Constant Current Regulator	2.0	EA	\$16,000.00	\$32,000.00
19	Pilot Control Panel	1.0	EA	\$6,500.00	\$6,500.00
20	Electrical System Enclosure	1.0	LS	\$20,000.00	\$20,000.00
21	Back-Up Power Generator	1.0	LS	\$120,000.00	\$120,000.00
22	REIL's, Rwy 8 & 26	2.0	EA	\$14,000.00	\$28,000.00
23	Install PAPI, Runway 8	1.0	LS	\$30,000.00	\$30,000.00
24	Remove VASI, Install PAPI, Runway 26	1.0	LS	\$34,000.00	\$34,000.00
25	Internally-Lighted Primary Wind Cone	1.0	LS	\$10,000.00	\$10,000.00
Total Estimated Construction Cost					<u>\$1,094,570.00</u>

Santa Ynez Airport

Airfield Electrical Upgrades

Scope and Estimate

November 12, 2015

Overall Project Financial Summary

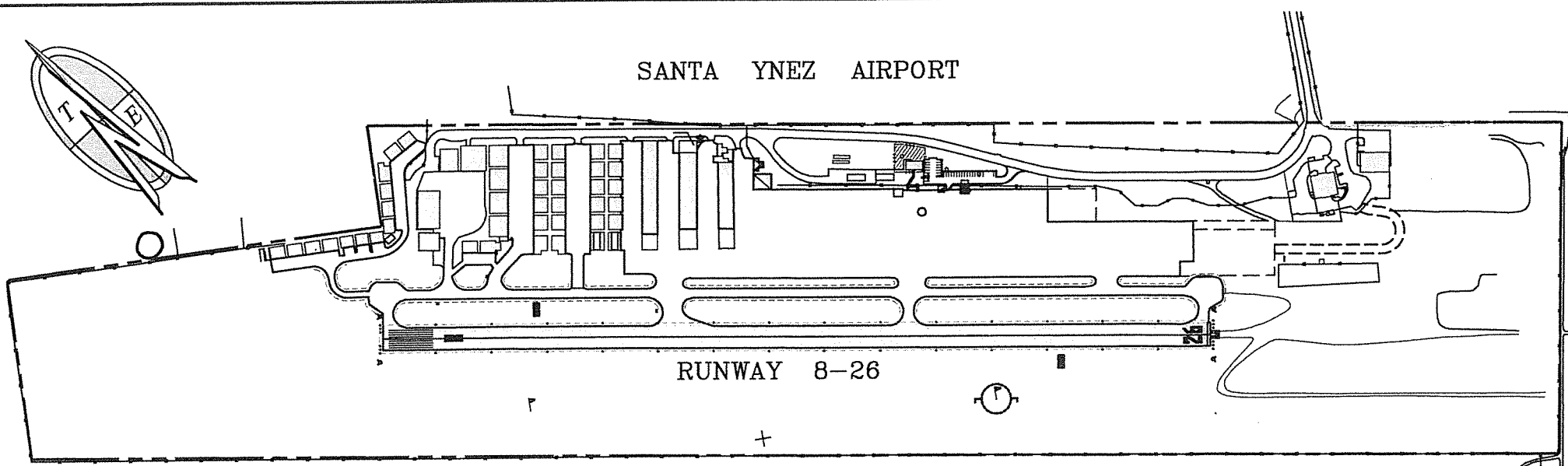
Project Costs			Project Funding	
Item	Description	Cost		
1	Grant Management: App., ACIP's, 271's	\$2,500.00		
2	Topographic Survey for Design**	\$0.00		
3	Preparation of Plans and Specifications**	\$0.00	FAA Grant (90% of total project)	\$1,207,413.00
4	Environmental Documentation - Cat Ex**	\$0.00		
5	Permit - County	\$0.00		
6	Construction (see above)	\$1,094,570.00	Caltrans (5% of FAA grant)	\$60,370.00
7	Construction Administration	\$38,000.00		
8	Inspection: 90 working days	\$90,000.00		
9	Construction Staking	\$18,000.00		
10	Construction Materials Testing	\$18,500.00	Santa Ynez Airport (balance of costs)	\$73,787.00
11	Project Close Out: As-Built Plans, Report	\$5,000.00		
12	Document Duplication & Advertising	\$5,000.00		
13	Sponsor Administration	\$70,000.00		
	TOTAL	\$1,341,570.00	TOTAL	\$1,341,570.00

** Work performed under previous grant.

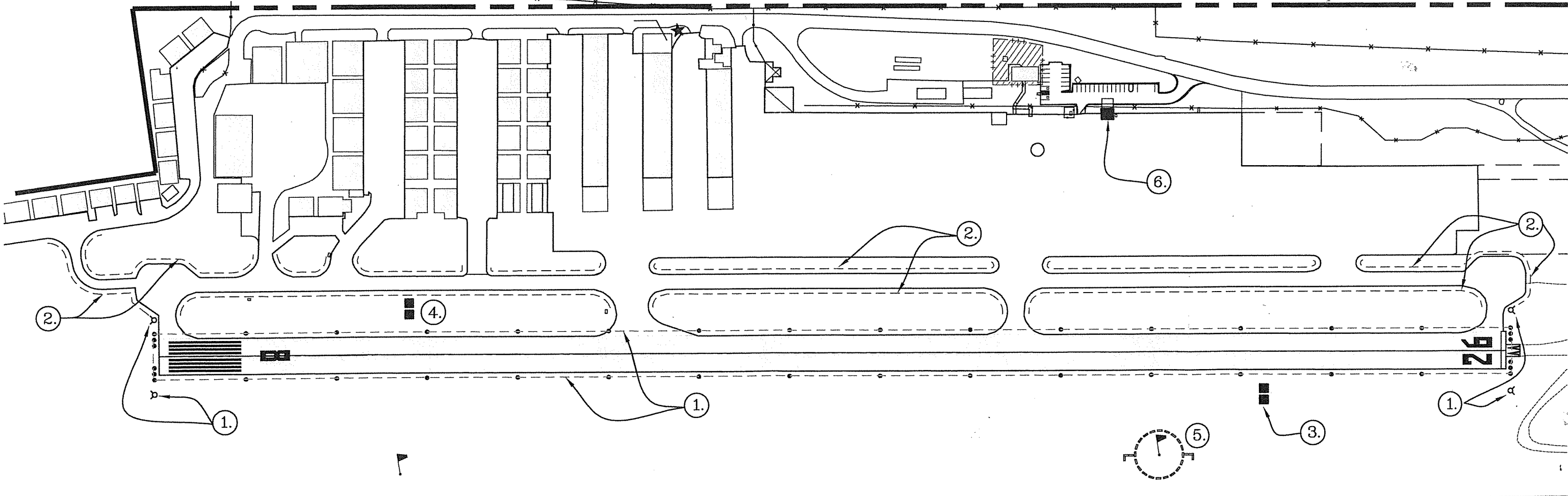
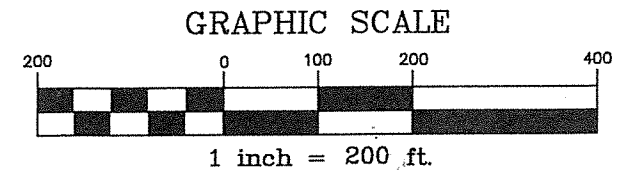
In the event Caltrans does not participate, the Santa Ynez Airport participation would be \$134,157.00.

County of Santa Barbara
Santa Ynez Valley Airport

Project Sketch



- LEGEND**
- ① Runway Lights, End Identifiers, Circuit, Signs
 - ② Taxiway Lights, Circuit, Signs
 - ③ Replace VASI w/ PAPI
 - ④ Install PAPI
 - ⑤ Replace Wind Cone
 - ⑥ Install Back-up Generator with Transfer Switch and Regulator and Panel Enclosure



AIRFIELD ELECTRICAL UPGRADES PROJECT SKETCH

SANTA YNEZ AIRPORT

TE	TARTAGLIA ENGINEERING		DESIGN NA
	CIVIL ENGINEERS		DRAWN PJW
7360 El Camino Real, Suite E, Atascadero, CA 93422 805-466-5660 FAX: 805-466-5471			CHECKED JAS
SANTA BARBARA COUNTY			SCALE AS NOTED
			DWG.NO. NA
			DATE 10/17/14
			SHEET 1 of 1

County of Santa Barbara
Santa Ynez Valley Airport

County Board Resolution

A copy of the County Board of Supervisors Resolution supporting the grant application and all associated obligations will be forwarded after adoption by the Board of the County of Santa Barbara at the next opportunity for placement on the agenda.

County of Santa Barbara
Santa Ynez Valley Airport

**Terms and Conditions of Accepting
Airport Improvement Program Grants
(Includes FAA Advisory Circulars List)
January 2012**



U.S. Department
of Transportation
**Federal Aviation
Administration**

April 2012

Terms and Conditions of Accepting Airport Improvement Program Grants

Sponsor: County of Santa Barbara

Airport: Santa Ynez Valley

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
- 2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
- 3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace

- 1. The sponsor certifies that it will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
 - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits 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.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. 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 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.

- G. 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 a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. Single Audit Act Requirements. Single Audits are required in accordance with the Single Audit Act of 1984 (as amended) and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organization," as referenced in Federal Regulation 49 CFR Part 18.26. Non-federal entities (airport sponsors including sub-grants recipients under the FAA's State Block Grant Program) that expend \$500,000 or more of federal funds in the sponsor's fiscal year must have a single or program-specific audit conducted for that year. The \$500,000 threshold represents all federal funding sources, not just grants from the Federal Aviation Administration. Note: Airport sponsors that are part of a larger government entity (city or county) commonly are covered by the larger entity's Single Audit submission, and should coordinate with such entity to ensure this submission fulfills their audit requirement. The audit report is due from the sponsor by the earlier date of either 30 days after receipt of the auditor's report(s), or nine months after the end of the sponsor's fiscal year end date and must be submitted electronically to the Federal Audit Clearinghouse (FAC).
- L. 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—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) 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 –
 - a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
 - b) 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—
 - (1) Associated with performance under this award; or
 - (2) 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--
 - a) Associated with performance under this award; or
 - b) 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:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b) 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:

- a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b) 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 subsection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- a) 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.
- b) Includes:
 - (1) 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).
 - (2) 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).

M. Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

III. Assurances. The following FAA document titled *Assurances Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions

**Assurances
Airport Sponsors
April 2012**

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 IIIC 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.²
- 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 – 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

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹

- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
4. **Good Title.**
- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or

zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **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 Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into 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. The following exceptions apply to this paragraph:
 - (1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - (2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - (3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- 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:
 - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. 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; (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- 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 except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.** It will 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) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be

considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels 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 most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP

Funded and PFC Approved Projects”, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS
Dated: 1/25/2012

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B and Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver’s Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
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
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvement or Changes
150/5300-13 and Changes 1 –18	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

NUMBER	TITLE
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics

NUMBER	TITLE
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5395-1	Seaplane Bases
150/5100-14D	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 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D and Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program

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's 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, if any, the airport will be able to accommodate 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.

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

- A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
- B. It will insert the following clauses in every contract subject to the Act and the Regulations:

"During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions or Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."

- C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- E. It will include the following clauses, as appropriate:

"1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. *The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

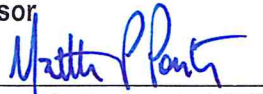
1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
1. 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
 2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
- H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.

County of Santa Barbara

Name of Sponsor


Signature Sponsor's Designated Official Representative

Director, General Services

Title

December 7, 2015

Dated

County of Santa Barbara
Santa Ynez Valley Airport

Assurances

1. Assurances - Construction Programs
2. Standard DOT Title VI Assurances
3. Contractor Contractual Requirements, Attachment 1
4. Clauses for Deeds, Licenses, Leases, Permits or Similar Instruments, Attachment 2

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism, Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with the environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic preservation Act of 1974 916 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with the applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED/CERTIFIED OFFICIAL  Matthew P. Pontes	TITLE Director, General Services
APPLICANT ORGANIZATION County of Santa Barbara	DATE SUBMITTED <i>12-14-15</i>

STANDARD DOT TITLE VI ASSURANCES

GENERAL

County of Santa Barbara (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) And all requirements imposed by 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 (hereinafter referred to as the “Regulations”) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each “program” and “facility” (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:
 - (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.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 12.14.15

County of Santa Barbara

(Sponsor)

By Math Pouts

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR
INSTRUMENTS**

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

County of Santa Barbara
Santa Ynez Valley Airport

Airport Improvement Program Statements

SANTA YNEZ VALLEY AIRPORT
COUNTY OF SANTA BARBARA, CALIFORNIA

AIRPORT IMPROVEMENT PROGRAM
AIP 3-06-0243-

STATEMENTS

Initial

MP

Consultation With Users. In making a decision to undertake this project, we have undertaken reasonable consultations with affected parties using the airport at which the project is proposed.

MP

Opposition. As pertaining to Section 509(b)(1)(a), (4), (5), (6), and (7) of the Act, there has been no opposition, either expressly or by proposed revision of the project, by any Federal, State or local government agency or by any persons other than one of those agencies.

MP

National Flood Insurance Program. For projects which include eligible buildings or equipment and the area in which the building will be constructed or the equipment housed is identified by HUD as having a special flood hazard, we are participating in the National Flood Insurance Program.

MP

Intergovernmental Review of Federal Program. This application has not been submitted to the State Clearinghouse for review. Refer to the Clearing House Review Exemption included in this application.

MP

Pavement Maintenance Management Program (PMMP). As per Grant Assurance #11, we are currently complying with the requirements set forth in Public Law 103-305, Section 107, regarding the implementation of an effective pavement maintenance management program. Details of our program and relevant documentation are available upon request. PMMP last updated on (not available).

N/A

An updated Exhibit "A" Airport Property Map dated _____ is submitted for land projects or if airport property interests have changed since the last Federally-funded project. **(No change in airport property interests since approval of last Exhibit "A" Property Map.)**

Matthew P. Poutas

Matthew P. Poutas, Director, General Services

12.14.15

Date

County of Santa Barbara
Santa Ynez Valley Airport

Disclosure of Lobbying Activities

SANTA YNEZ VALLEY AIRPORT
COUNTY OF SANTA BARBARA, CALIFORNIA

AIRPORT IMPROVEMENT PROGRAM
AIP 3-06-0243-

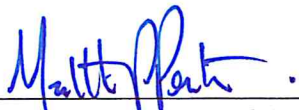
CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Signature/Authorized Certifying Official

Matthew P. Pontes, Director, General Services

Typed Name and Title

County of Santa Barbara

Applicant/Organization

12.14.15

Date Signed

County of Santa Barbara
Santa Ynez Valley Airport

**Certification Regarding Drug-Free
Workplace Requirements**

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**
Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**
(Continued)

Alternate I. (Grantees Other Than Individuals)

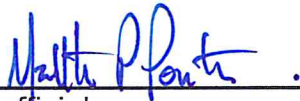
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.



Signature of certifying official

Director, General Services
Title

Date

12-14-15

County of Santa Barbara
Santa Ynez Valley Airport

Intergovernmental (Clearinghouse) Review

County of Santa Barbara
SANTA YNEZ VALLEY AIRPORT

Intergovernmental (Clearinghouse) Review of Project Exemptions

This project is exempt from clearinghouse review in accordance with Executive Order 12372.
The numbers identified refer to Executive Order Exemptions:

Project Element: Rehabilitate Airfield Electrical

- #10. Segmented circles, wind or landing direction indicators, or measuring devices.

- #12. Installation of airport lighting systems including beacons.

County of Santa Barbara
Santa Ynez Valley Airport

Sponsor Certifications

(Any or all of the following may be included, based on applicability)

- Sponsor Certification for Selection of Consultants
- Sponsor Certification for Project Plans and Specifications
- Sponsor Certification for Equipment/Construction Contracts
- Sponsor Certification for Project Final Acceptance

Sponsor Certification for Project Plans and Specifications

County of Santa Barbara
Sponsor's Name

Santa Ynez Valley
Airport

3-06-0243-015-2016
Project Number

Airfield Electrical Upgrades

Project Description

Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended (herein called the Act), authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. Every certified item must be marked. Each certified item with a "no" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item "N/A." General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in the Grant Assurances.

1. The plans and specifications (~~were~~) (will be) developed in accordance with all applicable Federal standards and requirements, and no deviation from or modification to standards set forth in the advisory circulars (~~was~~) (will be) necessary other than those previously approved by FAA.
Yes XX No _____ N/A _____
2. Specifications for the procurement of equipment (~~are not~~) (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
Yes XX No _____ N/A _____
3. The development (~~included~~) (to be included) on the plans is depicted on an Airport Layout Plan approved by FAA.
Yes XX No _____ N/A _____
4. Development which is ineligible for AIP funding (~~has been~~) (will be) omitted from the plans and specifications.
Yes XX No _____ N/A _____
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 (~~are~~) (will be) included in the project specifications.
Yes XX No _____ N/A _____
6. If a value engineering clause is incorporated into the contract, concurrence (~~was~~) (will be) obtained from FAA.
Yes XX No _____ N/A _____
7. The plans and specifications (~~incorporate~~) (will incorporate) applicable requirements and recommendations set forth in the Federally-approved environmental funding.
Yes XX No _____ N/A _____

8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 (~~have been~~) (will be) discussed with FAA and incorporated into the specifications. A safety/phasing plan (~~has been~~) (will be) prepared, and FAA concurrence (has been) (will be) obtained, if required Yes XX No _____ N/A _____
9. The project (~~was~~) (will be) physically completed without Federal participation in costs due to errors or omissions in the plans and specifications which were foreseeable at the time of project design. Yes XX No _____ N/A _____

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that the attachments, if any, are correct and complete.

Signed: Matthew Pontes
Sponsor's Authorized Representative

Dated: 12.14.15

Matthew P. Pontes, Director, General Services
Typed Name and Title of Sponsor's Representative

Sponsor Certification for Selection of Consultants

County of Santa Barbara
Sponsor's Name

Santa Ynez Valley
Airport

3-06-0243-015-2016
Project Number

Airfield Electrical Upgrades
Project Description

Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended (herein called the Act), authorizes the Secretary to require certification from sponsor that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. Every certified item must be marked. Each certified item with a "no" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item "N/A." General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. Advertisements (~~were~~) (will be) placed to ensure fair and open competition from a wide area of interest. Yes XX No _____ N/A _____
2. For contracts over \$25,000, consultants (~~were~~) (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation. Yes XX No _____ N/A _____
3. An independent cost analysis (was) (~~will be~~) performed, and a record of negotiations (has been) (~~will be~~) prepared reflecting the considerations involved in the establishment of fees. Yes XX No _____ N/A _____
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval (~~was~~) (will be) obtained from FAA. Yes XX No _____ N/A _____
5. The consultant services contracts clearly (establish) (~~will establish~~) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project. Yes XX No _____ N/A _____
6. Costs associated with work ineligible for AIP funding (~~are~~) (will be) clearly identified and separated from eligible items. Yes XX No _____ N/A _____
7. All mandatory contract provisions for grant-assisted contracts (have been) (~~will be~~) included in all consultant services contracts. Yes XX No _____ N/A _____

8. If the contract is awarded without competition, pre-award review and approval (was) (will be) obtained from FAA. Yes XX No _____ N/A _____
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards (were not) (will not be) used. Yes XX No _____ N/A _____
10. If the services being procured cover more than the single grant project referenced in this certification, the scope of work (was) (will be) specifically described in the advertisement, and future work will not be initiated beyond three years. Yes XX No _____ N/A _____

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that the attachments, if any, are correct and complete.

Signed: Matthew Pontes
Sponsor's Authorized Representative

Dated: 12.14.15

Matthew P. Pontes, Director, General Services
Typed Name and Title of Sponsor's Representative