Airport Improvement Program Handbook Appendices

January 8, 2004

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

Distribution: ZRP 510; A-FAS-1 (MAX) Initiated by: APP-520

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Listed below are items that have been found to be non-allowable under the grant program. While some have been declared non-allowable through a legal opinion, most have been found non-allowable because of policy determination:

1. Computer hardware in planning projects;
2. Wildlife hazard management plans, except where airport development may result;
3. Surface transportation origin-destination surveys;
4. Acquisition of communication systems, except that used for safety/security;
5. Installation of airport surface detection systems, except relocation for an approved AIP project;
6. Installation of hangars or fuel farms at other than military airport program airports;
7. Constructing roads, whatever length, exclusively for the purpose of connecting public parking facilities to an access road;
8. Construction of roads serving principally industrial or non-aviation areas or facilities;
9. Construction of general aviation terminals, except at reliever airports;
10. Construction of maintenance/service facilities, except that allowed to service snow removal equipment and required aircraft rescue and fire fighting equipment;
11. Landscaping, unless an incidental part of an eligible project; and
12. Demonstration programs for noise compatibility purposes.

Note: *An HTML version is available at* http://www.faa.gov/arp/order/5100-38bc1a1

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Reserved

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APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application ☐ Construction ☐ Non-Construction	Pre-application ☐ Construction ☐ Non-Construction	**2. DATE SUBMITTED**	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name:		**Organizational Unit**:	
		Department:	
Organizational DUNS:		Division:	
Address:		**Name and telephone number of person to be contacted on matters involving this application (give area code)**	
Street:		Prefix:	First Name:
City:		Middle Name	
County:		Last Name	
State:	Zip Code	Suffix:	
Country:		Email:	
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: ☐☐-☐☐☐☐☐☐☐		Phone Number (give area code)	Fax Number (give area code)

8. TYPE OF APPLICATION: ☐ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) Other (specify) **9. NAME OF FEDERAL AGENCY:**
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: ☐☐-☐☐☐ TITLE (Name of Program):	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*:	

13. PROPOSED PROJECT		**14. CONGRESSIONAL DISTRICTS OF:**	
Start Date:	Ending Date:	a. Applicant	b. Project

15. ESTIMATED FUNDING:		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal	$ .00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
b. Applicant	$ .00	DATE:
c. State	$ .00	
d. Local	$ .00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$ .00	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$ .00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
g. TOTAL	$ .00	☐ Yes If "Yes" attach an explanation. ☐ No

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

a. Authorized Representative

Prefix	First Name	Middle Name
Last Name		Suffix
b. Title		c. Telephone Number (give area code)
d. Signature of Authorized Representative		e. Date Signed

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

Reset Form

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf424.pdf.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 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 (0348-0043), 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.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

SF-424 (Rev. 7-97) Back

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf424.pdf.

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

PART II
PROJECT APPROVAL INFORMATION
SECTION A

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

FAA Form 5100-100 (6-73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7 Page 2

Note: *You can find a fillable PDF version of this form at* http://forms.faa.gov/. *To access this form, type in the form number. Please be sure to view the form processing instructions by selecting the "Information" icon link. An HTML version is available at* http://www.faa.gov/arp/order/5100-38bc1a4

INSTRUCTIONS

PART II

SECTION A

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1. – Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2. – Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3. – Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4. – Furnish the name of the approving agency and the approval date.

Item 5. – Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6. – Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7. – Show the percentage of the project work that will be conducted on federally owned or leased land. Give the name of the Federal installation and its location.

Item 8. – Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9. – State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10. – Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection.

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

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:

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:

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

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

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

PART II – SECTION C (CONTINUED)

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

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

(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":

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

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

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PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No.
2. Functional or Other Breakout _____

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	$	$	$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total *(Lines 1 through 13)*			
15. Estimated Income *(if applicable)*			
16. Net Project Amount *(Line 14 minus 15)*			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. *(Excluding Rehabilitation Grants)*			
20. Federal Share requested of Line 19			
21. Add Rehabilitation Grants Requested *(100 percent)*			
22. Total Federal grant requested *(Lines 20 & 21)*			
23. Grantee share			
24. Other shares			
25. Total project *(Lines 22, 23, & 24)*	$	$	$

INSTRUCTIONS

PART III

SECTION A. GENERAL

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number. However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter basic fees for architectural engineering services.

Line 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 - Enter fees for inspection and audit of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

Line 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 - Enter amounts for items not specifically mentioned above.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 - Enter the amounts for those items which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 - Show the total amount of the Federal grant requested.

Line 23 - Show the amount from Section D, Line 27h.

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

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SECTION C - EXCLUSIONS

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

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

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

SECTION E - REMARKS

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

FAA Form 5100-100 (6-73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7 PAGE 5

INSTRUCTIONS

PART III

SECTION C. EXCLUSIONS

Line 26 a-g - Identify and list those costs in Column (1) which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B. Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a noncash contribution, explain what this contribution will consist of.

Line 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28a - Show the amount that will be contributed by a State or state agency, *only* if the applicant is *not* a State or state agency. If there is a noncash contribution, explain what the contribution will consist of under Section E Re-marks.

Line 28b - Show the amount that will be contributed from other sources. If there is a noncash contribution, explain what the contribution will consist of under Section E Re-marks.

Line 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Line 29 - Enter the totals of Line 27h and 28c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV

PROGRAM NARRATIVE

(Suggested Format)

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

PROJECT:
AIRPORT:
1. Objective:
2. Benefits Anticipated:
3. Approach*: (See approved Scope of Work in final Application)*
4. Geographic Location:
5. If Applicable, Provide Additional Information:
6: Sponsor's Representative: *(incl. address & tel. no.)*

INSTRUCTIONS
PART IV
PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

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PART II
PROJECT APPROVAL INFORMATION

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

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Note: *You can find a fillable PDF version of this form at* http://forms.faa.gov/. *To access this form, type in the form number. Please be sure to view the form processing instructions by selecting the "Information" icon link. An HTML version is available at* http://www.faa.gov/arp/order/5100-38bc1a5

INSTRUCTIONS

PART II

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1. – Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2. – Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3. – Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4. – Furnish the name of the approving agency and the approval date.

Item 5. – Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6. – Show the Federal population residing or working on the federal installation that will benefit from this project.

Item 7. – Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8. – Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9. – State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10. – Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status, and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection.

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

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity	Federal Catalog No.	Estimated Unobligated Funds		New or Revised Budget		
		Federal	Non-Federal	Federal	Non-Federal	Total
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1.		$	$	$	$	$
2.						
3.						
4.						
5. TOTALS		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	$	$	$	$	$
l. Program Income	$	$	$	$	$

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INSTRUCTIONS

PART III

GENERAL INSTRUCTIONS

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

SECTION A. BUDGET SUMMARY

Lines 1-4, Columns (a) and (b).

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions of activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs requires a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank.

For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds that will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus of minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

SECTION B. BUDGET CATEGORIES

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function, or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6 a-h - Show the estimated amount for each direct cost budget (object class) category for each column with program, function, or activity heading.

Line 6i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost. Refer to Office of Management and Budget Circular No. A-87.

Line 6k - Enter the total amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5.

For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k should be the same as the sum of the amounts in Section A, Column (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

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

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	$	$	$	$
9.				
10.				
11.				
12. TOTALS	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$	$	$	$	$
14. Non-Federal					
15. TOTAL	$	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS *(YEARS)*			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16 .	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

(Attach additional sheets if necessary)

21 Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV - PROGRAM NARRATIVE *(ATTACH PER INSTRUCTION)*

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INSTRUCTIONS

PART III (CONTINUED)

SECTION C. SOURCE OF NON-FEDERAL RESOURCES

Line 8-11 - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet. (See Attachment F, Office of Management and Budget Circular No. A-102.)

Column (a) - Enter the program titles identical to Column (a), Section A, A breakdown by function or activity is not necessary.

Column (b) - Enter the amount of cash and in-kind contributions to be made by the applicant as shown in Section A. (See also Attachment F, Office of Management and Budget Circular No. A-102).

Column (c) - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and inn-kind contributions to be made from all other sources.

Column (e) - Enter the totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

SECTION D. FORECASTED CASH NEEDS

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

SECTION E. BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

Lines 16 - 19 - Enter in Column (a) the same grant program title
s shown in Column (a), Section A. A breakdown by function or activity is not necessa
ry. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This Section need not be completed for amendments, changes, or supplements to funds for the current year of existing grants. If more than four lines are needed to list the program titles, submit additional schedules, as needed.

Line 20 - Enter the total for each of the Columns (b) - (e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

SECTION F - OTHER BUDGET INFORMATION.

Line 21 - Use this space to explain amounts for individual direct object cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations required herein or any other comments deemed necessary.

PART IV

PROGRAM NARRATIVE

(Suggested Format)

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

PROJECT:
AIRPORT:
1. Objective:
2. Benefits Anticipated:
3. Approach: *(See approved Scope of Work in final Application)*
4. Geographic Location:
5. If Applicable, Provide Additional Information:
6: Sponsor's Representative: *(incl. address & tel. no.)*

INSTRUCTIONS
PART IV
PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for continuation or refunding and changes on an approved project should respond to item 5b only. Requests for supplemental assistance should respond to question 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.
Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors which might accelerate or decelerate the work and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.
Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

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U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

Airport/Planning Area

Project No

Contract No

DUNS No

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

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

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

all as more particularly described in the Project Application.

(Add the following for a Multi-Year Grant)

WHEREAS, this project will not be completed during Fiscal Year ; and the total United States' share of the estimated costs of the completion will be $.

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a6.htm.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, per centum thereof.

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

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be $. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

   $ for planning

   $ for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before *, or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

.....
(Typed Name)

.....
(Title)

PART II - ACCEPTANCE

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

.....
(Name of Sponsor)

(SEAL)

_____
(Signature of Sponsor's Designated Official Representative)

By: .....
(Typed Name of Sponsor's Designated Official Representative)

Title: .....
(Typed Title of Sponsor's Designated Official Representative)

Attest:

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at this day of , .

By _____
(Signature of Sponsor's Attorney)

This page left intentionally blank.

GENERAL GRANT SPECIAL CONDITIONS:

A. **LETTER OF CREDIT:** The Sponsor agrees to request cash drawdowns 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.

B. **TAKEOVER INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:** When the Federal Aviation Administration has agreed to takeover the instrument landing system and associated equipment, the sponsor must check the facility prior to its commissioning to assure it meets the operational standards. The sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR part 77 determines that to be acceptable; and mark and light the runway, as appropriate.

C. **AIRPORT-OWNED VISUAL OR ELECTRONIC NAVAIDS IN PROJECT:** The Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.

D. **NON-AIP WORK IN APPLICATION:** It is understood and agreed by and between the parties hereto that notwithstanding the fact that the Project Application includes therein the construction , said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, such accomplishment shall be without any participation in the costs thereof by the United States under this project; it is further understood and agreed that, in the event the work which is excluded from the project is accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined.

It is further understood and agreed that, within 90 days of acceptance of this Offer, the Sponsor will submit a revised Program Statement/cost estimate depicting the excluded costs or a revised cost estimate depicting only those costs eligible for Federal participation in this project.

E. **BUILDING AIP PRORATION:** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the included in the project shall not exceed percent of the actual cost of the entire building.

F. **UTILITIES AIP PRORATION:** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the included in the project shall not exceed percent.

G. **UTILITY RELOCATION IN PROJECT:** It is understood and agreed by and between the parties hereto that the United States shall not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs. FAA participation will be limited to those utilities located on private right-of-way or utilities that exclusively serve the Airport.

H. **REVENUE FROM REAL PROPERTY - LAND IN PROJECT:** The Sponsor agrees that all net revenues produced from real property purchased in part with Federal funds in this grant shall be used on the airport for airport planning, development, or operating expenses, except that all income from real property purchased for noise compatibility purposes or for future aeronautical use be used only to fund projects which would be eligible for grants under the Act. Income from noise or future use property may not be used for the Sponsor's matching share of any airport grant. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.

Note: *An HTML version is available at* http://www.faa.gov/arp/order/5100-38bc1a7

I. **FUTURE DEVELOPMENT LAND:** The Sponsor agrees to perform within years of this Grant the airport development which requires this land acquisition, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the Federal Aviation Administration. In the event the land is not used within the years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.

J. **RUNWAY PROTECTION ZONES:** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:

a. **Existing Fee Title Interest in the Runway Protection Zone:** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.

b. **Existing Easement Interest in the Runway Protection Zone:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

c. **Future Interest in the Runway Protection Zone:** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones for runways that presently are not under its control within ___ years of this Grant Agreement. Said interest shall provide the protection noted in above Subparagraphs a and b.

K. **NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:** No payment shall be made under the terms of this Grant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by Assurance 5d of the Assurances, Airport Sponsors, and such agreement is determined to be satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:

a. The property owner shall subject the construction work on the project to such inspection and approval during the construction or installation of the noise compatibility measures and after completion of the measures as they may reasonably be requested by the Secretary or the Sponsor.

b. The property owner shall assume the responsibility for maintenance and operation of the items installed, purchased, or constructed under this Grant Agreement. Neither the Federal Aviation Administration nor the Sponsor bears any responsibility for the maintenance and operation of these items.

c. If Federal funds for the noise compatibility measures are transferred by the sponsor to the owner of the private property, or the owner's agent, the property owner shall agree to maintain and make available to the Secretary or the Sponsor, upon reasonable request, records disclosing the amount of funds received and the disposition of those funds.

d. The property owner's right to sue the owner of Airport for adverse noise impacts will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation shall remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.

L. **UPDATE APPROVED EXHIBIT "A" FOR LAND IN PROJECT:** It is understood and agreed by and between the parties hereto that notwithstanding the fact that this Grant Offer is made and accepted upon the basis of the current Exhibit "A" Property Map, the Sponsor hereby covenants and agrees that upon completion of the land acquisition in this project, it will update said Exhibit "A" Property Map to standards satisfactory to the Federal Aviation Administration (FAA) and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an eligible administrative cost for participation within the scope of this project.

M. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.

N. **FRICTION MEASURING DEVICES:** The Sponsor assures that it will properly calibrate, operate, and maintain the friction measuring equipment in accordance with the manufacturer's guidelines and instructions and Advisory Circular 150/5320-12. The friction measuring equipment and tow vehicle (if applicable) shall not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities, such as training and calibration.

O. **MULTI-YEAR GRANTS - LETTER OF AGREEMENT:** The maximum obligation for the current fiscal year stated in Condition 1 of this agreement may be increased by the additional amounts, if any, added by the document issued under the subparagraph below, but may not exceed the United States' share of the total estimated cost of completion, except as provided in Section 47108(b) of the Act.

Under Section 47108 of the Act, as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for FY- pursuant to Section 47114 of said Act, and subject to the restrictions on the use of such apportionments now or hereafter imposed on FAA by statute now or hereafter enacted by any regulation. It is further understood by the parties that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use under Section 47114 of said Act to further aid the Sponsor in meeting the cost of this project under the terms of this agreement and limitations of the law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by FAA when such computation and obligation can be made in FY- . The parties agree that upon its issuance, this letter shall be considered incorporated by reference into, and part of, this agreement.

P. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

Q. **GRANTS ISSUED ON ESTIMATES:** It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted based on estimates for ; and the parties hereby covenant and agree that within days from the date of acceptance of this Grant Offer, the Sponsor shall receive bids for contained within the grant description.

R. **PRIVATE SPONSOR AUDITS:** The Sponsor shall provide for an audit of this grant project to be made at the completion of the grant objective in accordance with accepted standard audit practices. Copies of the audit will be sent to the Department of Transportation Office of Inspector General designated by the Federal Aviation Administration office responsible for administering the grant.

S. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

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

a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

(1) location of all runways, taxiways, and aprons;
(2) dimensions;
(3) type of pavement, and;
(4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. Inspection Schedule.

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

(2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

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

(1) inspection date,
(2) location,
(3) distress types, and
(4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

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

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

T. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF $250,000: The Sponsor agrees to perform the following:

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

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

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

(3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

(4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

U. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor 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 special condition.

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

a. may not be increased for a planning project;

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

c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable 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.

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

a. may not be increased for a planning project;

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

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

PLANNING GRANT SPECIAL CONDITIONS:

PA. **COORDINATION:** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider all Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

PB. **GRANT OFFER BASED ON PRELIMINARY WORK PROGRAM:** It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of the preliminary Work Program; and the parties hereto covenant and agree that the Sponsor shall furnish a revised Work Program to the FAA and that a notice to proceed will not be issued until the revised Work Program has been approved by the FAA.

PC. **EXCESS COST:** It is understood and agreed that notwithstanding that the Application includes therein planning work that the Sponsor has estimated at a total cost of $, the total allowable cost for purposes of determining federal participation shall not exceed $. Any project costs in excess of the federal allowable costs shall be the sole responsibility of the Sponsor.

PD. **DISALLOWED WORK:** It is understood and agreed by and between the parties hereto that notwithstanding the fact that the Project Application includes therein the planning of , said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, said accomplishment shall be without any participation in the costs thereof by the United States under this project; it is further understood and agreed that, in the event the work which is excluded from the project is accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined.

It is further understood and agreed that, within days of acceptance of this Office, the Sponsor will submit a revised Program Statement/Cost Estimate depicting the excluded costs or a revised Program Statement/ Cost Estimate depicting only those costs eligible for Federal participation in this project.

PE. **SITE SELECTION:** It is understood and agreed by and between the parties hereto that the Project shall not proceed beyond a) Phase I until the Sponsor and the have formally approved the feasibility and need for an airport or system of airports for the and have requested and received written approval of the Federal Aviation Administration to proceed with Phase II of the Project; and b) Phase II until the Sponsor and have formally selected a tentative site for -owned airport, subject to further environmental assessment, and have requested and received written approval of the Federal Aviation Administration to proceed with Phases III and IV of the Project.

PF. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

AIRPORT IMPROVEMENT PROGRAM
PROJECT EVALUATION REVIEW AND DEVELOPMENT ANALYSIS

Airport Name/Associated City	State	Project No.	Date

PART 1 – CHECKLIST	N/A	Meets Req.	See Part III		N/A	Meets Req.	See Part III
1. ACIP Project Checklist	☐	☐	☐	15. Intergovernmental Review	☐	☐	☐
2. Sponsor Eligibility	☐	☐	☐	16. Compatible Land Use	☐	☐	☐
3. Consistent with Local Plans	☐	☐	☐	17. Public Hearing	☐	☐	☐
4. Designation of Instrument Runway	☐	☐	☐	18. Usable Unit of Work	☐	☐	☐
5. Prior Grant Projects	☐	☐	☐	19. Information on Specific Opposition	☐	☐	☐
6. Runway Marking	☐	☐	☐	20. Flood Insurance	☐	☐	☐
7. Runway Safety Areas, Protection Zones, and Approaches	☐	☐	☐	21. Consultation with Airport Users	☐	☐	☐
8. Runway Lighting	☐	☐	☐	22. Uniform Act Requirements	☐	☐	☐
9. Navigation Aid Requirements	☐	☐	☐	23. Terminal Development/ Bond Retirement	☐	☐	☐
10. Good Title and Exhibit A	☐	☐	☐	24. Noise Compatibility Projects	☐	☐	☐
11. Donations	☐	☐	☐	25. Pavement Reconstruction	☐	☐	☐
12. Force Account	☐	☐	☐	26. Sponsor Certifications	☐	☐	☐
13. Unreasonable Costs	☐	☐	☐	27. Washington Approval Required	☐	☐	☐
14. Runway Surface Treatment	☐	☐	☐				

PART II – DESCRIPTION AND JUSTIFICATION OF WORK ITEMS *(USE ADDITIONAL PAGES AS NEEDED)*

PART III - EXPLANATION OF CHECKLIST ITEMS *(USE ADDITIONAL PAGES AS NEEDED)*

FAA Form 5100-109 (Revised 7-01)

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a8.htm.

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U.S. Department of Transportation
Federal Aviation Administration

Period Ending

CONSTRUCTION PROGRESS AND INSPECTION REPORT

AIRPORT GRANT PROGRAM

Project Number

Airport Name

Project Description

Contractor's Name

1. Rough Estimate of Percent Completion to Date of Construction Phases *(include Items such as clearing, grading, drainage, base, surface, lighting, etc.)*

2. Work Completed or in Progress this period

3. Brief Weather Summary This Period Including Approximate Rainfall and Periods of Below Freezing Temperature
(On earthwork jobs include soil conditions)

4. Contract Time

No Days Charged To Date	Last Working Day Charged (Date)

5. Summary of Laboratory and Field Testing This Period *(Note failing tests and any retests. Summarize out-of-tolerance.)*

Material. *(Identify material subject to pay reduction.)*

6. Describe Anticipated Work by Contractor for Next Period

7. Problem Areas/Other Comments *(Revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)*

SPONSOR'S INSPECTOR OR REPRESENTATIVE

Date	Typed or Printed Name and Title	Signature

FAA Form 5370-1 (8-89) Supersedes Previous Edition

Note: *You can find a fillable PDF version of this form at* http://forms.faa.gov/. *To access this form, type in the form number. Please be sure to view the form processing instructions by selecting the "Information" icon link. An HTML version is available at* http://www.faa.gov/arp/order/5100-38bc1a9

INSTRUCTIONS FOR PREPARATION OF FAA FORM 5370-1 (8-89)

CONSTRUCTION PROGRESS AND INSPECTION REPORT

AIRPORT GRANT PROGRAM

This preaddressed form is to be filled out, with ballpoint pen or typewriter by the Sponsors Inspector on the project, folded with return address out, fastened, and mailed to the address shown below. No postage Is required since the postage has been prepaid by the Federal Aviation Administration.

Submit one copy for each report. If additional space Is required to complete any of the items, continue on a separate sheet of plain paper, identifying it with the project number, fold and insert inside the report before mailing.

If additional blank copies of the form are required, submit your request to the address provided below.

U.S. GPO:1989-261-335/03364

1st Fold

TAPE HERE

Paperwork Reduction Act Statement: The information collected on this form documents the progress of construction work on a project funded with a Federal grant under the AIP in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47121, requires cost and progress reporting by the sponsor. The burden associated with sponsor certification of qualified engineering and construction specifications, compliance with wage regulations, and periodic performance reporting is estimated to be 1/2 hour. Sponsors benefit by receiving proceeds of the grant based on documented performance. No assurance of confidentiality can be given since these become public records. Please note that an agency may conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection.

2nd Fold

U.S. Department
of Transportation
Federal Aviation
Administration

800 Independence Avenue, S.W.
Washington, D.C. 20591

Official Business
Penalty for Private Use $200

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO. 12438 WASHINGTON D.C.

POSTAGE WILL BE PAID BY THE FEDERAL AVIATION ADMINISTRATION

Federal Aviation Administration

AIP FINAL INSPECTION REPORT	Reports Identification Symbol: AS 5100-4		
	PROJECT NO.		
SPONSOR'S NAME	DATE COMPLETED	DATE INSPECTED	
SPONSOR'S ADDRESS	NUMBER OF CONTRACTS THIS PROJECT		
	FUNDS		
		FAAP / ADAP	OTHER
AIRPORT NAME	TOTAL BID		
LOCATION	TOTAL AMOUNT CHANGE ORDERS		
CONTRACTOR'S NAME	TENTATIVE TOTAL COST		

1. DESCRIPTION OF WORK (Indicate portion of project description applicable to the contract inspected. Additional description may be given to define the scope of the contract and to indicate eligible work and ineligible work.)

2. QUALITY OF WORK
ALL ELIGIBLE FAAP / ADAP WORK IS: ☐ SATISFACTORY ☐ UNSATISFACTORY *(Explain in item 3)*

3 SUMMARY OF TEST RESULTS Describe any unusual construction or installation conditions. If unsatisfactory ineligible work which can adversely affect eligible work exists, explain in detail. If previous inspection reports indicate unsatisfactory work, give date of inspection and comment on conditions found at the time of this inspection.

4. COMMENTS

5. NAMES AND TITLES OF PERSONS PRESENT DURING INSPECTION

DATE	TITLE	SIGNATURE

FAA Form 5100-17 (7-70) SUPERSEDES FAA FORM 1627

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a10.htm.

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Below are the reverter clauses to be placed in Grant agreements, as necessary, in accordance with Title VI requirements. See Chapter 14.

1. TO BE INCLUDED IN LICENSES, LEASES, PERMITS, ETC.

"That in the event of breach of any of the above nondiscrimination covenants, (name of sponsor) shall have the right to terminate the (license, lease, permit, etc.) and to reenter and repossess said land and facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued; provided, however, that the (licensee, lessee, permitee, etc.) allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of (license, lease, permit, etc.), shall be withheld pending completion of such procedures."

2. TO BE INCLUDED IN DEEDS.

"That in the event of breach of any of the above nondiscrimination covenants, (name of sponsor) shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (name of sponsor) and its assigns; provided, however, that the party allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and the right of reverter shall not be exercised until completion of such procedures."

Note: *An HTML version is available at* http://www.faa.gov/arp/order/5100-38bc1a11

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DEPARTMENT OF TRANSPORTATION

LABOR STANDARDS INTERVIEW

(Routine & Special)

CONTRACT NUMBER OR PROJECT NUMBER

PRIME CONTRACTOR	EMPLOYER

NAME OF EMPLOYEE	ADDRESS TEMPORARY: PERMANENT:

DATES EMPLOYED ON THE PROJECT		WORK CLASSIFICATION	NAME OF SUPERVISOR
FROM	TO		

HOURS OF WORK	DO YOU WORK OVER 8 HOURS PER DAY	WAGE RATE		HOW PAID
	☐ YES ☐ NO	S.T.:	O.T.:	☐ CASH ☐ CHECK

IS ANY MONEY DEDUCTED FROM YOUR PAY EXCEPT INCOME TAX AND SOCIAL SECURITY
☐ YES ☐ NO *(If "yes," state what types of deductions are made)*

WHAT KIND OF WORK DO YOU DO ON THIS PROJECT:

DATE YOU STARTED DOINGTHIS WORK ON THIS PROJECT	TOOLS USED	APPRENTICES			DATE OF REGISTRATION CARD
		CRAFT	STEP	RATE	

DO YOU HAVE PAYMENT RECORDS? ☐ YES ☐ NO; RECORDS OF HOURS WORKED? ☐ YES ☐ NO; LIST NAMES AND ADDRESSES OF OTHERS DOING SAME WORK:

ADDITIONAL COMMENTS:

IS PERMISSION GIVEN TO DIVULGE TO YOUR EMPLOYER THE INFORMATION IN THIS STATEMENT? ☐ YES ☐ NO

CERTIFICATION OF EMPLOYEE
I HAVE READ THE INFORMATION REPORTED AS OBTAINED FROM ME AND CERTIFY IT TO BE CORRECT TO THE BEST OF MY BELIEF.

DATE AND SIGNATURE OF EMPLOYEE	DATE AND SIGNATURE OF INTERVIEWER

INTERVIEWER'S EVALUATION: IS THE EMPLOYEE PROPERLY CLASSIFIED? ☐ YES ☐ NO
PROPERLY PAID? ☐ YES ☐ NO

REMARKS:

FOR USE OF PAYROLL CHECKER: IS THE ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA AND CONTRACT REQUIREMENTS?
☐ YES ☐ NO

COMMENTS:

DATE	TITLE	SIGNATURE

Form DOT F 4220.5 GPO 910-270

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a12.htm.

DEPARTMENT OF TRANSPORTATION **SUMMARY OF LABOR STANDARDS INVESTIGATION REPORT**		CONTRACT OR PROJECT NUMBER
1. PROJECT DESCRIPTION		
2. PROJECT LOCATION	3a. CONTRACT PRICE	3b. DATE OF CONTRACT
	4a. CONTRACT WAGE DETERMINATION NUMBER:	4b. WAGE DETERMINATION DATE
5. TYPE OF CONTRACT ☐ FIXED PRICE ☐ CPFF ☐ OTHER		6. PERCENT OF COMPLETION OF CONTRACT WORK:
7. HAS FINAL PAYMENT BEEN MADE TO CONTRACTOR? ☐ YES ☐ NO		
8. NAME OF CONTRACTOR		
9. DOES THE REPORT PERTAIN TO EMPLOYEES OF THE PRIME CONTRACTOR ☐ YES ☐ NO		
10. NAME(S) OF SUBCONTRACTOR(S) INVOLVED		
11. TOTAL NUMBER OF EMPLOYEES AFFECTED BY VIOLATIONS?	12. TOTAL UNDERPAYMENT UNDER DAVIS-BACON ACT $	CWHSA*
13. NUMBER OF CWHSA VIOLATIONS	14. TOTAL RESTITUTION MADE UNDER DAVIS-BACON ACT $	CWHSA*
15. TOTAL AMOUNT OF CONTRACT FUNDS BEING RETAINED TO COVER DAVIS-BACON ACT AND CWHSA UNDERPAYMENT $		CWHSA* LIQUIDATED DAMAGES
16. IS NON ASSESSMENT OF CWHSA LIQUIDATED DAMAGES RECOMMENDED? ☐ YES ☐ NO (IF YES, JUSTIFY FULLY IN REPORT)		
17. DOES REPORT CONTAIN EMPLOYER"S SIGNED STATEMENT OF REASONS FOR NONCOMPLIANCE? ☐ YES ☐ NO (IF NO, JUSTIFY IN REPORT		18. DATE INVESTIGATION BEGAN
18. REMARKS:		

DATE	*CONTRACT WORK HOURS STANDARDS ACT	SIGNATURE AND TITLE OF INVESTIGATOR

Form DOT F4220.6 (4-71) GPO 910.273

Examples of Increasing Maximum Obligation

This Appendix applies to grants issued in any of three time periods: on or before September 30, 1987; between October 1, 1987, and, September 30, 1992; and grants issued on or after October 1, 1992. In reviewing the legislative intent, we have concluded that the examples now reflect the way development and land increases should be handled. The effects are reflected in the following examples for each period. Throughout, where the terms "costs" or "project costs" are used, they are meant to read as allowable costs.

SCENARIO: A project includes land acquisition and development other than land. Total project costs are estimated to be $1 million, and the total grant amount is $900,000 (assuming a 90 percent participation rate); these are broken down as follows:

ITEM	PROJECT COSTS	GRANT AMOUNT
Development	$800,000	$720,000
Land	$200,000	$180,000
Totals	$1,000,000	$900,000

Five examples of changes in project costs are shown to compare the effects of legislative changes. Each example is calculated for the three specific time periods covered by legislative changes. In considering changes in project costs and subsequent grant changes, we have considered the projects for land and development as if they were separate grants. The resulting grant changes are a combination of allowable increases for each portion of the grant. The following chart reflects final project costs for each example considered:

ITEM	EXAMPLE 1	EXAMPLE 2	EXAMPLE 3	EXAMPLE 4	EXAMPLE 5
Development	$800,000	$700,000	$850,000	$950,000	$950,000
Land	$260,000	$260,000	$260,000	$260,000	$400,000
Totals	$1,060,000	$960,000	$1,110,000	$1,210,000	$1,350,000

A. GRANTS ISSUED ON OR BEFORE SEPTEMBER 30, 1987

For grants issued during this period, the maximum obligation (grant amount) may be increased by not more than 10 percent for airport development (other than a project for land acquisition). In land only grants, or in the land portion of mixed grants, the grant may be increased by an amount not to exceed 50 percent of the total increase in allowable project costs attributable to acquisition of land or interests in land, based upon credible appraisals. Although this set of examples assumes the Federal share of costs to be 90 percent, this provision makes no distinction as to the type of airport to which it applied. The effect of this provision on each of the examples is as follows:

Note: The maximum allowable increase for development other than land is 10 percent of $720,000 ($72,000). Therefore, the original grant amount can be increased to a maximum of $792,000 for development. Land costs are based on the 50 percent limit and are added to the development.

Example A1

Development: No change in development cost. Therefore, grant amount portion remains at $720,000.

Land: Total cost of land increases by $60,000. The grant can be adjusted by 50 percent of the increase, or $30,000. Consequently, the $180,000 original grant amount for land can be increased to $210,000.

New Total: $720,000 + $210,000 = $930,000

Example A2

Development: Development cost decreases by $100,000. Therefore, this portion of the grant amount decreases by $90,000, resulting in a revised amount of $630,000.

Land: Same as in Example A1.

New Total: $630,000 + $210,000 = $840,000

Note: The revised Federal amount for development is decreased, but the decrease is partly offset by the increase in land costs ($90,000 versus $60,000). Since the statute treats land separately from development, the original grant amount must be reduced. The result is that the total grant amount is less than 90 percent of total costs. To allow otherwise, however, would require that reimbursement for land costs be higher than the $210,000 cost permitted, thereby exceeding authority contained in the statute.

Example A3

Development: Development cost increases by $50,000. Therefore, the development portion of the grant amount can be increased by $45,000. This results in a new grant amount for development of $765,000.

Land: Same as in Example A1.

New Total: $765,000 + $210,000 = $975,000

Example A4

Development: Development cost increases by $150,000. The development portion of the grant amount can be increased by a maximum of 10 percent. Therefore, the maximum increase for this portion is $72,000. The amended grant amount for development is $792,000.

Land: Same as in Example A1.

New Total: $792,000 + $210,000 = $1,002,000

Note: In this case, the maximum Federal obligation is increased by an amount which is more than 10 percent of the original total amount. This is because the provision allowing a 10 percent increase in the maximum Federal obligation does not apply to the total original grant amount of $900,000. Rather, the provision must be read to require that each component be treated separately.

Example A5

Development: Same as in Example A4.

Land: Total cost of land increases by $200,000. The grant can be adjusted by 50 percent of the increase, or $100,000. Consequently, the $180,000 original grant amount for land can be increased to $280,000.

New Total: $792,000 + $280,000 = $1,072,000

Note: In this case, the maximum Federal obligation is increased by an amount which is more than 10 percent of the original total amount. This is because the provision allowing a 10 percent increase in the maximum Federal obligation does not apply to the total original grant amount of $900,000. Rather, the provision must be read to require that each component be treated separately.

B. GRANTS ISSUED OCTOBER 1, 1987, THROUGH SEPTEMBER 30, 1992

For grants issued during this period, the maximum obligation may be increased by not more than 15 percent in the case of a project for airport development. By definition contained in former Section 503(a)(2)(C), land is considered airport development. Therefore, a project for land acquisition and a project for development other than land acquisition are treated the same. In each example, therefore, there is no requirement to separate the development and land costs to compute the changed grant amounts. Also, there is no prohibition against using lower development costs to cover increased land costs. The effect of this provision on each example is as follows:

Note: The maximum allowable increase is 15 percent of $900,000 ($135,000). Therefore, the original grant amount can be increased to a maximum of $1,035,000.

Example B1

Development: No change in development cost.
Land: Total cost of land increases by $60,000.
New Total: $800,000 + $260,000 = $1,060,000 * 90% = $954,000. This is less than the maximum amount of $1,035,000 and may be used as the amended grant amount.

Example B2

Development: Development cost decreases by $100,000.
Land: Total cost of land increases by $60,000.
New Total: $700,000 + $260,000 = $960,000 * 90% = $864,000. The amended grant amount is reduced from the original amount.

Example B3

Development: Development cost increases by $50,000.
Land: Total cost of land increases by $60,000.
New Total: $850,000 + $260,000 = $1,110,000 * 90% = $999,000. This is less than the maximum amount of $1,035,000 and may be used as the amended grant amount.

Example B4

Development: Development cost increases by $150,000.
Land: Total cost of land increases by $60,000.
New Total: $950,000 + $260,000 = $1,210,000 * 90% = $1,089,000. The increase is more than the maximum of $1,035,000. Therefore, the new grant amount is limited to $1,035,000.

Example B5

Development: Development cost increases by $150,000.
Land: Total cost of land increases by $200,000.
New Total: $950,000 + $400,000 = $1,350,000 * 90% = $1,215,000. The increase is more than the maximum of $1,035,000. Therefore, the new grant amount is limited to $1,035,000.

C. GRANTS ISSUED ON OR AFTER OCTOBER 1, 1992

Amendments for grants issued to primary airports during this period are computed as for grants issued October 1, 1987 through September 30, 1992; i.e., with a maximum of 15 percent for combined land and development. Grants at non-primary airports are treated differently, however. The maximum obligation can be increased by not more than 15 percent for airport development (other than a project for land acquisition). In land only grants, or in the land portion of mixed grants, the grant amount attributable to land costs can be increased by an amount not to exceed 15 percent of the original grant amount for land or by an amount not to exceed 25 percent of the total increase in costs attributable to acquisition of land or interests in land, based upon credible appraisals or a court award in a condemnation proceeding, whichever is greater. The effect of this provision on non-primary airports in each of the examples is as follows:

Example C1 Non-primary

Development: No change in development cost. Therefore, grant amount portion remains at $720,000.

Land: Total cost of land increases by $60,000. The grant amount may be increased by 25 percent of the increase ($15,000), or by 15 percent of the original grant portion pertaining to the land ($27,000), whichever is greater. Consequently, the land portion of the original grant amount $180,000 can be increased by $27,000 to $207,000.

New Total: $720,000 + $207,000 = $927,000

Example C2 Non-primary

Development: Development cost decreases by $100,000. Therefore, the grant amount portion decreases by $90,000, resulting in a revised amount of $630,000.

Land: Same as in Example C1.
New Total: $630,000 + $207,000 = $837,000

Note: The revised Federal amount for development is decreased, but the decrease is partly offset by the increase in land costs ($90,000 versus $60,000). Since the statute treats land separately from development, the original grant amount must be reduced. As in example A2, the result is that the total grant amount is reduced and is less than 90 percent of total costs. Further, in this case, the amended grant amount is less than in example A2 because the adjustment is based on 25 percent, not 50 percent, of the increase in land cost.

Example C3 Non-primary

Development: Development cost increases by $50,000. Therefore, the development portion of the grant amount can be increased by $45,000. This results in a new grant amount for development of $765,000.

Land: Same as in Example C1.
New Total: $765,000 + $207,000 = $972,000

Example C4 Non-primary

Development: Development cost increases by $150,000. The development portion of the grant amount can be increased by a maximum of 15 percent. Therefore, the maximum increase is $108,000. The amended grant amount for development is $828,000.

Land: Same as in Example C1.
New Total: $828,000 + $207,000 = $1,035,000

Note: In this example, the amended total grant amount is increased by an amount which is exactly equal to 15 percent of the original grant amount.

Example C5 Non-primary

Development: Development cost increases by $150,000. As in example C4, the amended grant amount for development is $828,000.

Land: Total cost of land increases by $200,000. The original grant amount for land may be increased by the greater of 25 percent of the increase ($50,000), or by 15 percent of the original grant amount for land ($27,000). Consequently, the original grant amount for land ($180,000) can be increased to $230,000.

New Total: $828,000 + $230,000 = $1,058,000

Note: In this case, the amended total grant amount is increased by an amount which is more than 15 percent of the original grant amount.

U.S. Department of Transportation
Federal Aviation Administration

Page of Pages

Contract No

DUNS No

Airport/Planning Area

(Location)

AMENDMENT NO. TO GRANT AGREEMENT AIP PROJECT NO.

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the *[Sponsor Name]* (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on *[Acceptance Date]*, be amended in conformance with the Sponsor's letter dated and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of the day of , .

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

(Typed Name)

(Title)

FAA Form 5100-38 (10-89) Supersedes FAA Form 5100-38 pages 1 and 2

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a14.htm.

Page of Pages

Contract No

DUNS No

Airport/Planning Area

(Location)

(Name of Sponsor)

(SEAL)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

Attest:

Title:

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at this day of , .

By

(Signature of Sponsor's Attorney)

U.S. Department of Transportation
Federal Aviation Administration

Region/Airports District Office
Address
City, State Zip

Sponsor
Address
City, State Zip

Dear:

Airport
AIP Project No
Contract No
DUNS No
Letter Amendment (Amendment No.)

This is in response to your letter dated , requesting an amendment to the Grant Agreement for the subject AIP project to: (1) revise the project description, and (2) increase (***OR** decrease) the maximum obligation of the United States, as set forth in the Grant Agreement accepted by the Sponsor *(OR)* Co-Sponsors on *(use **last** co-sponsor acceptance date)*. *(IF APPLICABLE➔)* , as amended on .

*USE FOLLOWING PARAGRAPH IF: REVISING PROJECT DESCRIPTION **NOT** REVISING MAXIMUM OBLIGATION*

This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to delete the project description, as shown in the above referenced Grant Agreement, and to substitute the following project description:

*USE FOLLOWING PARAGRAPH(S) IF: REVISING PROJECT DESCRIPTION **IN**CREASING MAXIMUM OBLIGATION*

This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to delete the project description, as shown in the above referenced Grant Agreement, and to substitute the following project description:

Furthermore, this letter commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by $ (from $ to $) to cover the Federal share of the total actual eligible and allowable project costs.

*USE FOLLOWING PARAGRAPH(S) IF: REVISING PROJECT DESCRIPTION **DE**CREASING MAXIMUM OBLIGATION*

This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to delete the project description, as shown in the above referenced Grant Agreement, and to substitute the following project description:

Furthermore, this letter commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to decrease the maximum obligation of the United States by $ (from $ to $) to cover the Federal share of the total actual eligible and allowable project costs.

***Note:** You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a15.htm.

*USE FOLLOWING PARAGRAPH IF: **NOT** REVISING PROJECT DESCRIPTION*
***IN**CREASING MAXIMUM OBLIGATION*

This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by $ (from $ to $) to cover the Federal share of the total actual eligible and allowable project costs of the above referenced Grant Agreement.

Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

(Typed Name)
(Title)

U.S. Department of Transportation
Federal Aviation Administration

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act).

(Name of Transferor Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c)(1) of the Act.

	Amount	Fiscal Year
	$	20
	$	20
	$	20
TOTAL	$	

On the condition that the Federal Aviation Administration makes the waived amount available to:

(Name of Transferor Sponsor)

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of *(date)* or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

FOR THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

(Typed Name)

(Title)

(Date)

FOR

(Signature)

(Typed Name)

(Title)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of and the Act.

Dated at this day of , .

By _____
(Signature of Sponsor's Attorney)

FAA Form 5100-110 (10/89)

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a16.htm.

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U.S. Department of Transportation
Federal Aviation Administration

Region/Airports District Office
Address
City, State Zip

Sponsor
Address
City, State Zip

Dear:

Airport
AIP Project No
Contract No
DUNS No
Letter Amendment (Multi-Year Amendment No.)

This letter transmits the FAA's current Fiscal Year statement of the maximum obligation for the Multi-Year Grant agreement for Project No. .

The above-captioned grant agreement commits the Federal Aviation Administration (FAA), acting for and on behalf of the United States of America, to increase the maximum obligation of the United States, as authorized by Section 47108(a) of the Act, as amended. The maximum obligation is increased by $ (from $ to $) to include the current Fiscal Year (FY-) obligation of the multi-year Grant Agreement for the subject project.

(Insert specific description of changes to be incorporated by this Amendment.)

Sincerely,

(Typed Name)
(Title)

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a17.htm.

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FEDERAL CASH TRANSACTIONS REPORT

(See instructions on the back. If report is for more than one grant or assistance agreement, attach completed Standard Form 272A.)

OMB APPROVAL NO. 0348-0003

1. Federal sponsoring agency and organizational element to which this report is submitted

2. RECIPIENT ORGANIZATION

Name:

Number and Street:

City, State and ZIP Code:

4. Federal grant or other identification number

5. Recipient's account number or identifying number

6. Letter of credit number

7. Last payment voucher number

Give total number for this period

8. Payment Vouchers credited to your account

9. Treasury checks received *(whether or not deposited)*

10. PERIOD COVERED BY THIS REPORT

FROM *(month, day, year)*

TO *(month, day, year)*

3. FEDERAL EMPLOYER IDENTIFICATION NO.

11. STATUS OF FEDERAL CASH *(See specific instructions on the back)*		
	a. Cash on hand beginning of reporting period	$
	b. Letter of credit withdrawls	
	c. Treasury check payments	
	d. Total receipts *(Sum of lines b and c)*	0.00
	e. Total cash available *(Sum of lines a and d)*	0.00
	f. Gross disbursements	
	g. Federal share of program income	
	h. Net disbursements *(Line f minus line g)*	0.00
	i. Adjustments of prior periods	
	j. Cash on hand end of period	$

12. THE AMOUNT SHOWN ON LINE 11j, ABOVE, REPRESENTS CASH REQUIREMENTS FOR THE ENSUING *Days*	**13. OTHER INFORMATION**	
	a. Interest income	$
	b. Advances to subgrantees or subcontractors	$

14. REMARKS *(Attach additional sheets of plain paper, if more space is required)*

15. CERIFICATION

I certify to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the grant or agreement.	**AUTHORIZED CERTIFYING OFFICIAL**	**SIGNATURE**	**DATE REPORT SUBMITTED** 01/12/2004
		TYPED OR PRINTED NAME AND TITLE	**TELEPHONE** *(Area Code, Number, Extension)*

THIS SPACE FOR AGENCY USE

NSN 7540-01-016-5434
272-103

STANDARD FORM 272 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf272.pdf.

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 120 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 (0348-0003), 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.

Please type or print legibly. Items 1, 2, 8, 9, 10, 11d, 11e, 11h, and 15 are self explanatory, specific instructions for other items are as follows:

Item	*Entry*
3	Enter Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or the FICE (institution) code.
4	If this report covers more than one grant or other agreement, leave items 4 and 5 blank and provide the information on Standard Form 272A, Report of Federal Cash Transactions - Continued. Enter Federal grant number, agreement number, or other identifying numbers if requested by sponsoring agency.
5	This space reserved for an account number or other identifying number that may be assigned by the recipient.
6	Enter the letter of credit number that applies to this report. If all advances were made by Treasury check, enter "NA" for not applicable and leave items 7 and 8 blank.
7	Enter the voucher number of the last letter-of-credit payment voucher (Form TUS 5401) that was credited to your account.
11a	Enter the total amount of Federal cash on hand at the beginning of the reporting period including all of the Federal funds on deposit, imprest funds, and undeposited Treasury checks.
11b	Enter total amount of Federal funds received through payment vouchers (Form TUS 5401) that were credited to your account during the reporting period.
11c	Enter the total amount of all Federal funds received during the reporting period through Treasury checks, whether or not deposited.
11f	Enter the total Federal cash disbursements, made during the reporting period, including cash received as program income. Disbursements as used here also include the amount of advances and payments less refunds to subgrantees or contractors; the gross amount of direct salaries and wages, including the employee's share of benefits if treated as a direct cost, interdepartmental charges for supplies and services, and the amount to which the recipient is entitled for indirect costs.
11g	Enter the Federal share of program income that was required to be used on the project or program by the terms of the grant or agreement.
11i	Enter the amount of all adjustments pertaining to prior periods affecting the ending balance that have not been included in any lines above. Identify each grant or agreement for which adjustment was made, and enter an explanation for each adjustment under "Remarks." Use plain sheets of paper if additional space is required.
11j	Enter the total amount of Federal cash on hand at the end of the reporting period. This amount should include all funds on deposit, imprest funds, and undeposited funds (line e, less line h, plus or minus line i).
12	Enter the estimated number of days until the cash on hand, shown on line 11j, will be expended. If more than three days cash requirements are on hand, provide an explanation under "Remarks" as to why the drawdown was made prematurely, or other reasons for the excess cash. The requirement for the explanation does not apply to prescheduled or automatic advances.
13a	Enter the amount of interest earned on advances of Federal funds but not remitted to the Federal agency. If this includes any amount earned and not remitted to the Federal sponsoring agency for over 60 days, explain under "Remarks." Do not report interest earned on advances to States.
13b	Enter the amount of advance to secondary recipients included in item 11h.
14	In addition to providing explanations as required above, give additional explanation deemed necessary by the recipient and for information required by the Federal sponsoring agency in compliance with governing legislation. Use plain sheets of paper if additional space is required.

STANDARD FORM 272 (Rev. 7-97) Back

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf272.pdf.

FEDERAL CASH TRANSACTIONS REPORT

CONTINUATION

(This form is completed and attached to Standard Form 272 only when reporting more than one grant or assistance agreement.)

OMB APPROVAL No. 0348-0003

1. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

2. RECIPIENT ORGANIZATION *(Give name only as shown in item 2, SF-272)*

3. PERIOD COVERED BY THIS REPORT *(As shown on SF-272)*

FROM *(month, day, year)*	TO *(month, day, year)*

4. List information below for each grant or other agreement covered by this report. Use additional forms if more space is required.

FEDERAL GRANT OR OTHER IDENTIFICATION NUMBER *(Show a subdivision by other identifying numbers if required by the Federal Sponsoring Agency)* *(a)*	RECIPIENT ACCOUNT NUMBER OR OTHER IDENTIFYING NUMBER *(b)*	FEDERAL SHARE OF NET DISBURSEMENTS	
		NET DISBURSEMENTS *(Gross disbursements less program income received)* FOR REPORTING PERIOD *(c)*	CUMULATIVE NET DISBURSEMENTS *(d)*
		$	$
5. TOTALS *(Should correspond with amounts shown on SF 272 as follows: column (c) the same as line 11h; column (d) the sum of lines 11h and 11i of the SF-272 and cumulative disbursements shown on last report. Attach explanation of any differences.)*		$	$

Public reporting burden for this collection of information is estimated to average 120 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 (0348-0003), 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.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous Edition Usable
272-203

STANDARD FORM 272A (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf272a.pdf.

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REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004

PAGE OF PAGES

1. TYPE OF PAYMENT REQUESTED
   a. *"X" one or both boxes* ☐ ADVANCE ☐ REIMBURSEMENT
   b. *"X" the applicable box* ☐ FINAL ☐ PARTIAL

2. BASIS OF REQUEST ☐ CASH ☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST
   FROM *(month, day, year)*
   TO *(month, day, year)*

9. RECIPIENT ORGANIZATION

Name:

Number and Street:

City, State and ZIP Code:

10. PAYEE *(Where check is to be sent if different than item 9)*

Name:

Number and Street:

City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►		(a)	(b)	(c)	TOTAL
a. Total program outlays to date *(As of date)*		$	$	$	$ 0.00
b. *Less:* Cumulative program income					0.00
c. Net program outlays *(Line a minus line b)*		0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period					0.00
e. Total *(Sum of lines c & d)*		0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e					0.00
g. Federal share of amount on line e					0.00
h. Federal payments previously requested					0.00
i. Federal share now requested *(Line g minus line h)*		0.00	0.00	0.00	0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				0.00
	2nd month				0.00
	3rd month				0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	$
b. *Less:* Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested *(Line a minus line b)*	$ 0.00

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf270.pdf.

13. CERTIFICATION		
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 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 (0348-0004), 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.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

STANDARD FORM 270 (Rev. 7-97) Back

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf270.pdf.

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS (See instructions on back)	OMB APPROVAL NO. 0348-0002	PAGE OF PAGES
	1. TYPE OF REQUEST ☐ FINAL ☐ PARTIAL	2. BASIS OF REQUEST ☐ CASH ☐ ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY	5. PARTIAL PAYMENT REQUEST NO.
6. EMPLOYER IDENTIFICATION NUMBER / 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	PERIOD COVERED BY THIS REQUEST FROM *(Month, day, year)*	TO *(Month, day, year)*
9. RECIPIENT ORGANIZATION *Name:* *No. and Street:* *City, State and ZIP Code:*	10. PAYEE *(Where check is to be sent if different than item 9)* *Name:* *No. and Street:* *City, State and ZIP Code:*	

11. STATUS OF FUNDS

CLASSIFICATION	PROGRAMS -- *(a)*	FUNCTIONS -- *(b)*	ACTIVITIES *(c)*	TOTAL
a. Administrative expense	$	$	$	$ 0.00
b. Preliminary expense				0.00
c. Land, structures, right-of-way				0.00
d. Architectural engineering basic fees				0.00
e. Other architectural engineering fee				0.00
f. Project inspection fees				0.00
g. Land development				0.00
h. Relocation expense				0.00
i. Relocation payments to individuals and businesses				0.00
j. Demolition and removal				0.00
k. Construction and project improvement cost				0.00
l. Equipment				0.00
m. Miscellaneous cost				0.00
n. Total cumulative to date *(sum of lines a thru m)*	0.00	0.00	0.00	0.00
o. Deductions for program income				0.00
p. Net cumulative to date *(line n minus line o)*	0.00	0.00	0.00	0.00
q. Federal share to date				0.00
r. Rehabilitation grants (100% reimbursement)				0.00
s. Total Federal share *(sum of lines q and r)*	0.00	0.00	0.00	0.00
t. Federal payments previously requested				0.00
u. Amount requested for reimbursement	$	$	$	$ 0.00
v. Percentage of physical completion of project	%	%	%	%

12. CERTIFICATION			
I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.	a. RECIPIENT	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED
		TYPED OR PRINTED NAME AND TITLE	TELEPHONE *(Area code, number, and extension)*
	b. REPRESENTATIVE CERTIFYING TO LINE 11V	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED
		TYPED OR PRINTED NAME AND TITLE	TELEPHONE *(Area code, number, and extension)*

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION USABLE
271-103

STANDARD FORM 271 (Rev. 7-97)
Prescribed by OMB Circular A-102 and A-110

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf271.pdf.

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 60 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 (0348-0004), 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.

Please type or print legibly. Items 3, 4, 5, 8, 9, 10, 11s and 11v are self explanatory; specific instructions for other items are as follows:

Item	*Entry*
1	Mark the appropriate box. If the request is final, the amounts billed should represent the final cost of the project.
2	Show whether amounts are computed on an accrued expenditure or cash disbursement basis.
6	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
11	The purpose of vertical columns (a) through (c) is to provide space for separate cost breakdowns when a large project has been planned and budgeted by program, function or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. All amounts are reported on a cumulative basis.
11a	Enter amounts expended for such items as travel, legal fees, rental of vehicles and any other administrative expenses. Include the amount of interest expense when authorized by program legislation. Also show the amount of interest expense on a separate sheet.
11b	Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.
11c	Enter all amounts directly associated with the acquisition of land, existing structures and related right-of-way.
11d	Enter basic fees for services of architectural engineers.
11e	Enter other architectural engineering services. Do not include any amounts shown on line d.
11f	Enter inspection and audit fees of construction and related programs.
11g	Enter all amounts associated with the development of land where the primary purpose of the grant is land improvement. The amount pertaining to land development normally associated with major construction should be excluded from this category and entered on line k.
11h	Enter the dollar amounts used to provide relocation advisory assistance and net costs of replacement housing (last resort). Do not include amounts needed for relocation administrative expenses; these amounts should be included in amounts shown on line a.
11i	Enter the amount of relocation payments made by the recipient to displaced persons, farms, business concerns, and nonprofit organizations.
11j	Enter gross salaries and wages of employees of the recipient and payments to third party contractors directly engaged in performing demolition or removal of structures from developed land. All proceeds from the sale of salvage or the removal of structures should be credited to this account; thereby reflecting net amounts if required by the Federal agency.
11k	Enter those amounts associated with the actual construction of, addition to, or restoration of a facility. Also, include in this category, the amounts for project improvements such as sewers, streets, landscaping, and lighting.
11l	Enter amounts for all equipment, both fixed and movable, exclusive of equipment used for construction. For example, permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.
11m	Enter the amounts of all items not specifically mentioned above.
11n	Enter the total cumulative amount to date which should be the sum of lines a through m.
11o	Enter the total amount of program income applied to the grant or contract agreement except income included on line j. Identify on a separate sheet of paper the sources and types of the income.
11p	Enter the net cumulative amount to date which should be the amount shown on line n minus the amount on line o.
11q	Enter the Federal share of the amount shown on line p.
11r	Enter the amount of rehabilitation grant payments made to individuals when program legislation provides 100 percent payment by the Federal agency.
11t	Enter the total amount of Federal payments previously requested, if this form is used for requesting reimbursement.
11u	Enter the amount now being requested for reimbursement. This amount should be the difference between the amounts shown on lines s and t. If different, explain on a separate sheet.
12a	To be completed by the official recipient official who is responsible for the operation of the program. The date should be the actual date the form is submitted to the Federal agency.
12b	To be completed by the official representative who is certifying to the percent of project completion as provided for in the terms of the grant or agreement.

STANDARD FORM 271 (Rev. 7-97) Back

Note: *You can find a fillable PDF version of this form at* http://www.whitehouse.gov/omb/grants/sf271.pdf.

LETTER OF INTENT - -
Airport

(Location)

The Federal Aviation Administration ("FAA") hereby announces its intention, effective this date, in accordance with the provisions of section 47110(e) of title 49, United States Code (ACT), to obligate funds from future budget authority to issue grants to pay the [airport sponsor] ("Sponsor") for the United States share of allowable costs at the [airport] for the project described as follows:

[project description]

as more fully described in the Sponsor's [revised] application for a Letter of Intent, dated

("Project").

The maximum United States obligation pursuant to this Letter of Intent for the Project described above shall be an amount not to exceed $. [This amount is in addition to $ covered by a grant to be issued from fiscal year 20 budget authority for work which will commence after the date of execution of the grant agreement.] Upon application by the Sponsor, the FAA shall issue grants from future budget authority, as funds become available, according to the following schedule:

Fiscal Year	Federal Funds		
	Apportionment *[amount]*	**Discretionary** *[amount]*	**Total** *[amount]*
Year	**10**	**20**	**$ 30**
Year	**10**	**20**	**$ 30**
Year	**10**	**20**	**$ 30**
Year	**10**	**20**	**$ 30**
Year	**10**	**20**	**$ 30**
Year	**50**	**50**	**$ 100**
Year			**$ 0**
Year			**$ 0**
Year			**$ 0**
Year			**$ 0**
Totals	**$ 100**	**$ 150**	**$ 250**

*(**Note:** Enter Federal funds in Apportioned and Discretionary fields. When completed, highlight all fund entries, including Totals, and press F9 to calculate Totals)*

It is expressly understood by the FAA and the Sponsor that the amounts set forth above under "apportionment" are estimated, and that the actual apportionment amounts will vary with the actual levels of passenger enplanements, the aggregate annual landed weight of all-cargo aircraft, total program level for the Airport Improvement Program and with any revision of the existing statutory formula for calculating such apportionments. Should the amount actually apportioned to the Sponsor in any fiscal year be less than the amount estimated above for such fiscal year, the amount listed above under "discretionary" for such fiscal year shall not be increased to supplement the lesser amount actually apportioned to the Sponsor. If, in any fiscal year, funds apportioned to a sponsor are greater than those listed in this Letter of Intent, the FAA, at its option, may adjust the payment schedule to increase the amount listed for apportionments with a corresponding reduction in the amount listed for discretionary funds.

***Note:** You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a21.htm.

The announcement of this intention shall not be deemed an obligation of the United States Government under section 1501 of Title 31, United States Code, nor shall this Letter of Intent be deemed an administrative commitment for funding. This Letter of Intent shall be regarded as an intention to obligate funds from future budget authority. No obligation or administrative commitment may be made pursuant to this Letter of Intent except as funds are provided in authorization and appropriation acts.

The FAA may, from time to time, following consultation with the Sponsor, amend this Letter of Intent to adjust the payment schedule or the maximum United States obligation specified above, or both. Such adjustment may be made by the Federal Aviation Administrator when occasioned by changes in the actual allowable costs of the Project, in the actual time required to complete the Project, in actual or estimated future obligating authority, or otherwise, when determined at the Administrator's discretion to be in the best interests of the United States.

The FAA will give full consideration to the aggregate amount of future obligations and the payments scheduled under all outstanding Letters of Intent in formulating its annual budget requests. A statutory restriction on total obligating authority in a future fiscal year, however, may necessitate a reduction in funds to be apportioned for that year, pursuant to section 47115(g) of the Act, or in discretionary funds available for obligation under section 47115 of the Act, or both. This may result in a concurrent reduction in a payment scheduled under this Letter of Intent. In such event, the ratio of the discretionary fund component of a scheduled payment, as reduced, to such component prior to reduction, shall be not less than the ratio of discretionary funds newly available for obligation in the fiscal year in which such reduction occurs, to the total discretionary funds made available for obligation in the fiscal year in which this Letter of Intent was executed.

If, in any given year and for whatever reason (including such reasons as inability of sponsor to make sufficient progress for the project or a lapse in obligating authority under chapter 471 of the Act), a payment is deferred in whole or in part, any later reimbursement for the deferred amounts will be subject to negotiation between the parties, subject again to the availability of funds and statutory authority. No amendment to this Letter of Intent shall impair the Sponsor's eligibility for future reimbursement of the United States share of allowable Project costs pursuant to section 47110(e) of the Act, as funds become available.

The Sponsor should understand that, having proceeded with the Project without the aid of funds under the Act, in order to receive reimbursement as specified in the schedule set forth above, it must comply with all statutory and administrative requirements that would be applicable to the Project were the Project carried out with funds made available under the Act. Failure to comply with all such requirements, or failure to proceed with the Project in a timely manner, may lead to revocation of this Letter of Intent.

Further, in the event of default on the part of the Sponsor, or any other action by the Sponsor which threatens the Federal investment in the Project, the FAA will pursue all remedies available in law or equity, including but not limited to the withholding of future financial assistance (provided that applicable hearing requirements are complied with) and termination or suspension of all or part of the violated grant agreement.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

.....
(Typed Name)

.....
(Title)

.....
(Date)

LETTER OF INTENT - -
Airport

(Location)

Letter of Intent Number - -, by which the Federal Aviation Administration ("FAA") announced its intention to obligate funds from future budget authority to reimburse the [sponsor] ("Sponsor") for the Federal share of allowable costs for the project described therein, is hereby amended to revise the project description as follows:

[revised project description]

Letter of Intent Number - - is hereby further revised to amend the maximum United States obligation and the payment schedule as follows:

[revised language on maximum obligation and payment schedule]

[additional revisions may be included if necessary]

All other provisions set forth in Letter of Intent - - continue to remain in force.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

(Typed Name)

(Title)

(Date)

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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM

AGREEMENT ON STATE SPONSORSHIP AND AIRPORT SPONSOR OBLIGATIONS

Airport

(Associated City)

In accordance with Title 49, United States Code, section 47105(a)(1)(B),

(Name of Airport Sponsor)

hereinafter called the "Airport Sponsor," hereby consents to Project sponsorship by the State of

(Name of State)

for the Project at the above airport and associated city described as follows:

(Project Description)

I assure and certify, for the Project identified herein, Airport Sponsor will comply with terms, Conditions, and Assurances contained in the Project Application submitted to the Federal Aviation Administration by the State and to Grant Agreement Conditions required by the Federal Aviation Administration. A copy of the Project Application Assurances and Grant Agreement Conditions is attached and made part of this Agreement on State Sponsorship and Airport Sponsor Obligations.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a22.htm.

CERTIFICATE OF AIRPORT SPONSOR'S ATTORNEY

.....
(Name of Sponsor)

I, , acting as Attorney for the Airport Sponsor, do certify that I have examined the foregoing Agreement and find the execution thereof by said Airport Sponsor has been duly authorized and is in all respects due and proper in accordance with laws of the State, and that in my opinion said Agreement constitutes a legal and binding obligation of the Airport Sponsor in accordance with the terms thereof.

Dated at this day of , .

By _____
(Signature of Sponsor's Attorney)

Listed below are various upward adjustments in the percentage Federal shares of allowable project costs applicable to some airports where different than specified in paragraph 26 for States with certain nontaxable and public land areas.[1]

State	Associated City	Airport	Federal Share
Alaska	*All Locations*	All Airports	93.75
Arizona	*Phoenix*	Phoenix Sky Harbor International	75.00
	All Other Locations	All Other Airports	91.06
California	*Burbank*	Burbank-Glendale-Pasadena	80.59
	Oakland	Metropolitan Oakland International	80.59
	Sacramento	Sacramento International	80.59
	San Diego	San Diego International-Lindbergh Field	80.59
	San Jose	San Jose International	80.59
	Santa Ana	John Wayne Airport/Orange County	80.59
Nevada	*Las Vegas*	McCarran International	75.00
	All Other Locations	All Other Airports	93.75
New Mexico	*Albuquerque*	Albuquerque International	84.29
Oregon	*Portland*	Portland International	83.33
Utah	*Salt Lake City*	Salt Lake City International	90.63
	All Other Locations	All Other Airports	90.94

[1] The innovative finance demonstration, and pilot program on private ownership of airports, may involve the use of further adjustments to the Federal shares. In addition, if a privately owned reliever airport contributes any lands, easements, or rights-of-way to carry out a project, the current fair market value of such shall be credited toward the non-Federal shares of the allowable project costs. Contact APP-520 for assistance on adjustments of Federal shares.

Note: *An HTML version is available at* http://www.faa.gov/arp/order/5100-38bc1a23

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Reserved

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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS

(Sponsor)	(Airport)	(Project Number)

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	☐	☐	☐
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☐	☐	☐
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☐	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	☐	☐	☐
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.	☐	☐	☐
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☐	☐	☐
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	☐	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	☐	☐	☐

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a25.htm.

	Yes	No	N/A
9. 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 five years.	☐	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

.....
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

.....
(Typed Name of Sponsor's Designated Official Representative)

.....
(Typed Title of Sponsor's Designated Official Representative)

.....
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

PROJECT PLANS AND SPECIFICATIONS

(Sponsor)	(Airport)	(Project Number)

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☐	☐	☐
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.	☐	☐	☐
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	☐	☐	☐
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	☐	☐	☐
5. The 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.	☐	☐	☐
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	☐	☐	☐
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	☐	☐	☐

	Yes	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 the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	☐	☐	☐
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	☐	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

.....
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

.....
(Typed Name of Sponsor's Designated Official Representative)

.....
(Typed Title of Sponsor's Designated Official Representative)

.....
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

EQUIPMENT/CONSTRUCTION CONTRACTS

_____	_____	_____
(Sponsor)	*(Airport)*	*(Project Number)*

(Work Description)

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☐	☐	☐
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☐	☐	☐
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	☐	☐	☐
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	☐	☐	☐
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (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 responsible bidder,	☐	☐	☐
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding $100,000 require (will require) the following provisions: **a.** A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent; **b.** Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contact terms; and **c.** 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), and Executive Order 11738.	☐	☐	☐
7. All construction contracts contain (will contain) provisions for: **a.** Compliance with the Copeland "Anti-Kick Back" Act, and **b.** Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	☐	☐	☐
8. All construction contracts exceeding $2,000 contain (will contain) the following provisions: **a.** Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and **b.** Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.	☐	☐	☐
9. All construction contracts exceeding $10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☐	☐	☐
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☐	☐	☐
11. Appropriate checks have been (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 U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	☐	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

.....
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

.....
(Typed Name of Sponsor's Designated Official Representative)

.....
(Typed Title of Sponsor's Designated Official Representative)

.....
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

REAL PROPERTY ACQUISITION

(Sponsor)	(Airport)	(Project Number)

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	☐	☐	☐
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	☐	☐	☐
3. If property for airport development is (will be) leased, the following conditions have been met: **a.** The term is for 20 years or the useful life of the project, **b.** The lessor is a public agency, and **c.** The lease contains no provisions that prevent full compliance with the grant agreement.	☐	☐	☐
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	☐	☐	☐
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	☐	☐	☐
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: **a.** The right of flight, **b.** The right of ingress and egress to remove obstructions, and **c.** The right to restrict the establishment of future obstructions.	☐	☐	☐

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following: **a.** Valuation data to estimate the current market value for the property interest acquired on each parcel, and **b.** Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.	☐	☐	☐
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	☐	☐	☐
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	☐	☐	☐
10. Effort was (will be) made to acquire each property through the following negotiation procedures: **a.** No coercive action to induce agreement, and **b.** Supporting documents for settlements included in the project files.	☐	☐	☐
11. If a negotiated settlement is not reached, the following procedures were (will be) used: **a.** Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and **b.** Supporting documents for awards included in the project files.	☐	☐	☐
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	☐	☐	☐
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	☐	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked “no” that is correct and complete.

.....
(Name of Sponsor)

_____
(Signature of Sponsor’s Designated Official Representative)

.....
(Typed Name of Sponsor’s Designated Official Representative)

.....
(Typed Title of Sponsor’s Designated Official Representative)

.....
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE

(Sponsor)	(Airport)	(Project Number)

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 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.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	☐	☐	☐
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows: **a.** Work in progress, **b.** Quality and quantity of materials delivered, **c.** Test locations and results, **d.** Instructions provided the contractor, **e.** Weather conditions, **f.** Equipment use, **g.** Labor requirements, **h.** Safety problems, and **i.** Changes required.	☐	☐	☐
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	☐	☐	☐
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	☐	☐	☐
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	☐	☐	☐
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	☐	☐	☐

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	☐	☐	☐
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	☐	☐	☐
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	☐	☐	☐
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	☐	☐	☐
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	☐	☐	☐
12. Applicable close out financial reports have been (will be) submitted to the FAA.	☐	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

.....
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

.....
(Typed Name of Sponsor's Designated Official Representative)

.....
(Typed Title of Sponsor's Designated Official Representative)

.....
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

(Sponsor)	(Airport)	(Project Number)

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published 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 to be taken against employees for violation of such prohibition.	☐	☐	☐
2. An ongoing drug-free awareness program has been (will be) established to inform employees about: **a.** The dangers of drug abuse in the workplace; **b.** The sponsor's policy of maintaining a drug-free workplace; **c.** Any available drug counseling, rehabilitation, and employee assistance programs; and **d.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☐	☐	☐
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	☐	☐	☐
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: **a.** Abide by the terms of the statement; and **b.** 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.	☐	☐	☐
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☐	☐	☐

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take 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	☐	☐	☐
b. Require 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.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☐	☐	☐

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

.....
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

.....
(Typed Name of Sponsor's Designated Official Representative)

.....
(Typed Title of Sponsor's Designated Official Representative)

.....
(Date)

PART II – APPLICATION FORM
STATE INFORMATION

AVIATION BLOCK GRANT PROGRAM

Part II is the second of three-part application forms to be used for the State block grant program under the Airport Improvement Program. Part II is the principal information on a State's qualifications to administer non-primary airport projects under the AIP.

States receiving block grants will be expected to carry out the program in accordance with the information presented in these application forms. States may use any written format they choose to provide the information below. Each item should be addressed.

1. Describe your State's general approach to the block grant program.

2. Describe your agency or organization to show that it is capable of administering effectively a block grant.

3. Describe your airport system planning process. Specify how safety and security projects are justified in your airport system planning process.

4. Describe your environmental study and protection requirements as they apply to airport development.

5. Define your project programming process as well as the project priority ranking system and compare it with the FAA system. This item must include how your programming process provides for meeting critical safety and security projects. It must also describe how the programming process ensures that the needs of the national airport system are addressed.

6. Describe your procedure for compliance with Federal procedural and other standard requirements.

7. Describe any channeling act that requires the State to be an agent, sponsor, or otherwise participate in financial oversight of a Federal airport project.

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a26.htm.

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U.S. Department of Transportation
Federal Aviation Administration

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

_____
Date of Offer

_____
Block Grant No

_____
Contract No

DUNS No

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

WHEREAS, the State has submitted to the FAA a Block Grant Application dated , for a grant of Federal funds for a block grant as authorized under Title 49, United States Code (USC), section 47128 (herein called the "Act"), which Block Grant Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a block grant for the State as more particularly described in the Block Grant Application to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are not primary airports as defined in the Act.

NOW THEREFORE, in consideration of the State's ratification of said Block Grant Application and Acceptance of this Offer as hereinafter provided, **THE FEDERAL AVIATION ADMINISTRATION OFFERS AND AGREES** to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer shall be $. Of this amount a minimum of $ must be expended for projects at airports as prescribed in Condition 9.

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a27.htm.

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

Conditions

1. Future grant amendments may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act.

2. The allowable costs of the projects shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States' share of the allowable costs will be made pursuant to and in accordance with the provisions of such regulations, and procedures, as the United States Secretary of Transportation (herein call the “Secretary”) shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The State shall assure that projects are carried out and completed without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the Assurances that were made part of the Block Grant Application.

5. The FAA reserves the right to amend or withdraw this Offer at any time prior to its Acceptance by the State.

6. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the projects unless this Offer has been accepted by the State on or before *, or such subsequent date as may be prescribed in writing by the FAA.

7. The State shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects 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 State 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 State, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

9. Entitlements for non-primary airports must be utilized as follows:

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

Executed this day of , .

.....
(Name of State)

(SEAL)

_____
(Signature of State's Designated Official Representative)

By: .....
(Typed Name of State's Designated Official Representative)

Title: .....
(Typed Title of State's Designated Official Representative)

Attest: .....

Title: .....

CERTIFICATE OF STATE'S ATTORNEY

I, , acting as Attorney for the State do hereby certify:

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of . Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at this day of , .

By _____
(Signature of Sponsor's Attorney)

Title: .....
(Title of Sponsor's Attorney)

Airport Improvement Program (Form 5100-107)							
Grant Number		Site Number		Locid		Sponsor Code	
Worksite		City		State	Airport Type		Hub Type
Region		ADO Name		LOI			
Environmental Actions						Grant Type	
Description Abbreviated				Grant (Project) Purpose			

Grant Description and Remarks

Grant Information (Funding)				
Federal (AIP)	Federal Other	Non-Federal	Total	Percent AIP

Project Information (Work Codes & Associated Funding)				
Work Code	Runway Number	Discretionary Funds	Entitlement Funds	Total Funds
TOTAL				

Funds Assigned By Limitation Code				
Limitation	Sponsor Code (Transfer)	Transaction Date	Transaction Amount	1413
TOTAL				

Grant Status				
Amendment	Grant Process	Date	Recommended By	Approved By

Note: This is a screen print of the interface for entry of appropriate grant data related to specific AIP grants. The form is generated by the AIP-ACAIS automation system and the format expands to conform to the data supplied by the system user. This form, an explanation of its purpose, and instructions for use can be found in FAA Order 5100-20, Programming Control and Reporting Procedures Grant-in-Aid Program.

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FINANCE TEMPLATE FOR LOI APPLICANTS

The Federal Aviation Administration has established a finance template for the purpose of standardizing the submission of airport's financial plans under the Letter of Intent (LOI) application. The FAA will utilize this information so that a comprehensive financial analysis of selected applicants' funding requests can be made to ensure the most effective utilization of available federal funds. Airport sponsors are required to submit their financial plans in a format comparable to this template. If a sponsor is interested in utilizing a pre-formatted template, please contact Dennis Walsh, FAA Airports Financial Assistance Division, at 202-493-4890 (APP-510).

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OBLIGATIONS IN BLOCK GRANT SUSPENSION OR TERMINATION

Associated City	Name of Obligated Airport	Date of Regional Agreement*	Date of Block Grant Agreement*	Date of Airport Project Agreement*	Scope of Work (Type of Elements and Activities in Planning, Land, Construction, or Equipment Projects)	Closeout Status of Airport Project	Amount of Federal Funds	Funding Categories and Restrictions*	Comments

*For preparing a summary of airport project obligations in block grant suspension or termination, see the definitions of terms within Chapter 10, Section 9.

Note: *You can find an accessible HTML version of this form at* http://www.faa.gov/arp/aip/order/5100-38bc1a30.htm.

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