



# Aviation Development Airport Sponsor's Guide

**August 2012**

## CONTENTS

<b>1.0</b>	<b>INTRODUCTION</b> .....	<b>1</b>
<b>2.0</b>	<b>PROGRAM ADMINISTRATION</b> .....	<b>2</b>
<b>2.1</b>	<b>Roles and Responsibilities</b> .....	<b>2</b>
2.1.1	Federal Aviation Administration .....	2
2.1.2	Pennsylvania Department of Transportation (PennDOT) .....	2
2.1.3	Airport Sponsor.....	2
2.1.4	Consultant .....	3
<b>2.2</b>	<b>Grant Programs</b> .....	<b>3</b>
2.2.1	State Block Grant Program (SBGP) .....	4
2.2.2	Aviation Development Program (ADP) .....	5
2.2.3	Transportation Assistance Program/Capital Budget Program .....	5
2.2.4	Real Estate Tax Rebate Program.....	6
<b>2.3</b>	<b>Grant Eligibility/Requirements</b> .....	<b>6</b>
2.3.1	General Project Eligibility.....	8
<b>3.0</b>	<b>PLANNING AND PROGRAMMING</b> .....	<b>10</b>
<b>3.1</b>	<b>Airport Planning</b> .....	<b>10</b>
3.1.1	Airport Layout Plans .....	10
3.1.2	Airport Master Plans .....	11
3.1.3	Airport Hazard Zoning and Compatible Land Use .....	11
<b>3.2</b>	<b>Program Development</b> .....	<b>13</b>
3.2.1	Program Management System – JACIP (Joint Automated Capital Improvement Program).....	13
3.2.2	Twelve-Year Plan (TYP) and Four-Year Plan (FYP) .....	13
3.2.3	Federal Airport Capital Improvement Program (ACIP) .....	15
<b>4.0</b>	<b>GRANT EXECUTION AND MANAGEMENT</b> .....	<b>17</b>
<b>4.1</b>	<b>Execution</b> .....	<b>17</b>
4.1.1	Grant Management System – dotGrants .....	17
4.1.2	Datasheet and Tentative Allocation .....	17
4.1.3	Grant Offer/Agreement .....	18
4.1.4	Grant Payments.....	20
<b>4.2</b>	<b>Grant Management</b> .....	<b>22</b>

4.2.1	Assurances and Obligations .....	22
4.2.2	Disadvantaged Business Enterprise Requirements.....	23
4.2.3	Grant/Project Close-Out .....	25
4.2.4	Work Completion Requirements for Project Close-Out .....	25
4.2.5	Administrative Requirements for Project Close-Out .....	25
<b>5.0</b>	<b>Project Management .....</b>	<b>27</b>
<b>5.1</b>	<b>Consultant Selection – Engineering Agreements .....</b>	<b>27</b>
<b>5.2</b>	<b>Planning Projects .....</b>	<b>32</b>
5.2.1	Elements of Master Plan Studies.....	34
5.2.2	Project Formulation and Scope of Work .....	36
5.2.3	Project Kick-off .....	36
5.2.4	Interim Report Reviews .....	36
5.2.5	Approval Actions.....	36
5.2.6	Review and Coordination of Draft Final Documents .....	37
<b>5.3</b>	<b>Environmental Projects.....</b>	<b>38</b>
5.3.1	Environmental Requirements .....	39
5.3.2	Environment Assessment and Audit.....	40
5.3.3	Environmental Enforcement .....	40
5.3.4	Sustainable Development.....	40
5.3.5	Airport Noise.....	41
<b>5.4</b>	<b>Design Projects.....</b>	<b>43</b>
5.4.1	Pre-Design Conference .....	43
5.4.2	75% Complete Submission.....	43
5.4.3	Engineer’s Design Report.....	44
5.4.4	Modifications to Design or Construction Standards .....	47
<b>5.5</b>	<b>Construction Projects .....</b>	<b>48</b>
5.5.1	Construction Plans and Technical Specifications .....	50
5.5.2	Safety and Phasing Plans.....	50
5.5.3	Project Bid Information-Contracts.....	51
5.5.4	Pre-Construction Conference .....	58
5.5.5	Notice to Proceed .....	60
5.5.6	Resident Project Representative (RPR) .....	60
5.5.7	Construction Management Procedures .....	61
5.5.8	Stop Work Orders.....	62

5.5.9	Final Inspections and Certification .....	62
<b>5.6</b>	<b>Land Acquisition – Land Release.....</b>	<b>63</b>
5.6.1	NEPA Compliance .....	64
5.6.2	Appraisal Requirements .....	64
5.6.3	Relocation Assistance .....	65
5.6.4	Condemnation Procedures .....	65
5.6.5	Acquisition and Relocation .....	66
5.6.6	Title Certificate.....	66
5.6.7	Resources for Land Release Projects .....	66
5.6.8	Airport Sponsor Actions for Land Release.....	66
5.6.9	Sale of Land .....	67
5.6.10	Title Restrictions for Sale, Lease, or Transfer of Land.....	67
5.6.11	Equipment Acquisition Projects .....	67
5.6.12	Bid Information – Contracts .....	68
5.6.13	Final Inspection and Certification.....	71
<b>6.0</b>	<b>AIRPORT LICENSING AND SAFETY .....</b>	<b>72</b>
6.1	Prioritization of Grant Funding.....	72
6.2	Waiver Request.....	72
<b>7.0</b>	<b>BUREAU ADMINISTRATION .....</b>	<b>73</b>
7.1	Information Technology (IT) and Communications .....	73
<b>8.0</b>	<b>APPENDICES .....</b>	<b>A-1</b>
8.1	Acronyms .....	A-1
8.2	Program References/Links .....	A-5
8.3	Forms.....	A-8
8.3.1	Sample Consultant Rating Form.....	A-9
8.3.2	Bid and Contract Forms.....	A-10
8.3.3	Notice to Proceed .....	A-15
8.3.4	Sponsor Certification and Acceptance.....	A-16
8.3.5	Contractor’s Safety Plan and Compliance Document.....	A-27
<b>8.4</b>	<b>Project/Program Checklists.....</b>	<b>A-36</b>
8.4.1	Engineering Contract Checklist .....	A-37
8.4.2	Design & Construction Project Checklist .....	A-39
8.4.3	Equipment Acquisition Project File Checklist.....	A-47

8.4.4 Land Acquisition Project File Checklist.....	A-50
<b>8.5 Grant Assurances – Federal .....</b>	<b>A-55</b>
<b>8.6 Grant Assurances – State .....</b>	<b>A-76</b>
<b>8.7 Special Conditions.....</b>	<b>A-80</b>
<b>8.8 Planning Timeline .....</b>	<b>A-91</b>

## **1.0 INTRODUCTION**

The Pennsylvania Department of Transportation’s (PennDOT) “Aviation Development Sponsor’s Guide” provides information on the various programs administered by the Bureau of Aviation (BOA). A thorough understanding of PennDOT’s aviation programs and processes is necessary for airport sponsors to effectively manage their airport improvement programs. This guide has been developed to assist interested parties in understanding eligibility and requirements for planning, programming, procuring, and managing projects as part of federal and state grant programs administered by BOA. Additionally, this guide provides information on the Commonwealth’s airport licensing, airport safety, and communications policies and procedures.

The guide does not contain statutory regulations; therefore, PennDOT reserves the option to deviate from this guidance as deemed necessary. All relevant information will be considered when making decisions on airport sponsor requests and/or proposals.

The publication is neither intended to be an all-encompassing document addressing every detail, nor to be a replacement for current FAA Advisory Circulars. Applicants/recipients (hereinafter referred to as ‘airport sponsors’) should be aware of the major requirements highlighted in this guide.

Due to changes in federal and state programs, policies and procedures, BOA often updates requirements and procedures; therefore, airport sponsors and consultants are encouraged to routinely visit the BOA [website](#) for updates.

## **2.0 PROGRAM ADMINISTRATION**

---

### **2.1 Roles and Responsibilities**

Communication is a key element for all parties involved in building and maintaining a safe and efficient aviation system in Pennsylvania. Each party has roles and responsibilities (highlighted below) that support individual airports and the statewide air transportation system. To be successful, all must work collaboratively.

#### **2.1.1 Federal Aviation Administration**

The Federal Aviation Administration (FAA) focuses on U.S. airspace safety and provides leadership in planning and developing a safe and efficient national airport system that contributes to national security. To achieve its mission, the FAA provides financial and technical assistance to eligible airport sponsors through the Airport Improvement Program (AIP) and Passenger Facility Charge (PFC) program. These programs primarily fund the planning, design, and construction of airports and aviation facilities. The FAA is also responsible for establishing design and operation standards for airports.

#### **2.1.2 Pennsylvania Department of Transportation (PennDOT)**

The mission of PennDOT’s Bureau of Aviation is to promote and preserve airports that contribute to a safe, dependable, efficient, and environmentally compatible air transportation system for the Commonwealth of Pennsylvania. Its role is to ensure that future airport development incorporates efficient, economically and environmentally sound solutions to improve Pennsylvania’s system of airports. Much like the FAA, PennDOT achieves its mission by providing financial and technical assistance to general aviation airport sponsors through the FAA State Block Grant Program and several state grant programs.

#### **2.1.3 Airport Sponsor**

The airport sponsor has many obligations, which include enforcing effective management of day-to-day airport operations and promoting airport development. The sponsor must facilitate all of the communication and cooperation required to successfully manage operations, capital development, operating funds, safety, security, and all other aspects of the airport. The sponsor is responsible for ensuring that the airport is in compliance with applicable federal, state, and local regulations, requirements and procedures. Locally, it is the sponsor’s responsibility to work closely with planning organizations and jurisdictional decision-makers to develop and enforce airport hazard zoning and promote land use plans that support compatible land use around the airport.

## 2.1.4 Consultant

The consultant’s role is to provide professional project management expertise, technical support, and administrative services to assist airport sponsors in managing and implementing their airport development plan. As such, the consultant plays a critical role in project delivery. Airport consultants assist sponsors with completion of planning and environmental studies, prioritizing development and funding needs, and meeting grant program requirements, as well as designing and constructing projects. The consultant must ensure that while performing these services, project goals, objectives, budgets, and timelines are effectively managed and communicated to the airport sponsor, FAA, and PennDOT. The consultant must accurately represent the airport sponsor’s policies and decisions, act as directed by the airport sponsor, and serve as an intermediary between the airport sponsor, FAA, and PennDOT.

## 2.2 Grant Programs

BOA administers three grant programs for airport development: the FAA State Block Grant Program (SBGP), the State Aviation Development Program (ADP), and the Capital Budget/Transportation Assistance Program (TAP). In addition, BOA administers the Tax Rebate Grant Program. An airport must be a public-use facility to be considered for a grant under any of these programs.

**TABLE 1: SUMMARY OF GRANT PROGRAMS FOR AIRPORT DEVELOPMENT**

	SBGP	ADP	Capital Budget Program
Revenue Source	Taxes collected nationally on airline tickets, freight waybills, international departure fees, and aviation fuel sales deposited into the FAA Trust Fund. Note: Airport Improvement Program (AIP) is the source of SBGP funds.	Taxes collected on jet fuel sales deposited into Pennsylvania’s Aviation Restricted Account	Commonwealth’s General Fund’s Transportation Assistance Program
Eligible Airports	Non-primary General Aviation Airports included in the NPIAS <sup>1</sup>	Public-Use Airports	Public-use/publicly-owned Airports with active Capital Budget Act Projects
Eligibility and Evaluation	FAA Order 5100.39, Airports Capital Improvement Plan, and FAA Order 5100.38C, The Airport Improvement Program (AIP) Handbook	Provisions of the Aviation Code (74Pa.C.S. Part II), BOA’s aviation grant regulations, and <a href="#">State Project Selection Criteria Guidelines</a>	Provisions of the Aviation Code (74Pa.C.S. Part II), BOA’s aviation grant regulations, and <a href="#">State Project Selection Criteria Guidelines</a>
Funding Distribution	Funds may be allocated up to 90% of the total cost of an eligible project at an SBGP airport.	Funds may be allocated up to 90% of the total cost of an eligible project; or 50% of the non-federal share of a federally-funded project. Note: 90% funding is generally reserved for approved “Safety” related projects. “Non-safety” projects are generally limited to 50-75% of project cost.	Federally Eligible Projects: Up to 75% of non-federal share Non-federally eligible projects: Up to 50% of the project cost

<sup>1</sup> National Plan of Integrated Airport Systems

**TABLE 1: SUMMARY OF GRANT PROGRAMS FOR AIRPORT DEVELOPMENT**

	SBGP	ADP	Capital Budget Program
<b>Deadline for requesting funding</b>	December 1 via JACIP	December 1 via JACIP	December 1 via JACIP
<b>Funding fiscal year</b>	October 1 to September 30	July 1 to June 30	July 1 to June 30
<b>Funding typically available</b>	Spring of fiscal year	July	July
<b>Tentative Allocations (TAs) sent</b>	March/April	July	September/October

Please note that each aviation grant program has specific eligibility requirements.

### 2.2.1 State Block Grant Program (SBGP)

Pennsylvania entered the [FAA’s State Block Grant Program](#) in 1998, and in doing so, accepted responsibility for administering the Airport Improvement Program (AIP) at most of the Commonwealth’s reliever and general aviation airports.

AIP funding available for the State Block Grant Program is generated through taxes collected nationally on airline tickets, freight waybills, international departures/arrivals, and aviation fuel sales. These taxes are deposited into the [FAA’s Aviation Trust Fund](#), from which Congress appropriates annual funding for the nationwide AIP. Under the SBGP agreement, Pennsylvania receives a portion of this federal authorization to manage directly. Its share of the annual authorization is determined through the following methods:

- **State Apportionment Funds** – This state-level funding allocation is based upon a prescribed area/population formula. These funds are available to general aviation public-use airports and non-primary commercial airports (less than 10,000 annual enplanements) that are part of the FAA’s National Plan of Integrated Airport Systems ([NPIAS](#)).
- **Non-Primary Entitlement (NPE) Funds** – NPE provides set annual funding of up to \$150,000 for each NPIAS non-primary airport based on its documented capital needs, which are demonstrated to BOA/FAA for a five-year period in an airport’s Capital Improvement Program (CIP). Since NPE is specific to each airport, these funds are designated and only available to that airport. These funds, if not expended by the designated airport within a four-year period, are forfeited and lost to both the airport and Pennsylvania.

The BOA utilizes the following parameters when assigning an airport’s NPE allocation:

- Projects must meet FAA eligibility requirements.
  - NPE will be the first source of federal grant funds allocated to an airport's highest priority project.
  - Projects will not automatically be selected solely because a portion of entitlement is requested.
- **National AIP Discretionary Funds** – AIP Discretionary funding is available for individual projects that are competitively selected against a nationwide set of proposed projects. Discretionary funding fluctuates yearly and is not formula-based.

BOA utilizes [FAA Order 5100.39, Airports Capital Improvement Plan](#), to evaluate project requests for all types of federal funding. This order defines the rating process and how a score is assigned to a given project. This score is referred to as the National Priority Rating," or NPR. A minimum threshold score is established by the FAA annually; projects scoring below this mark are generally not competitive or selected.

### 2.2.2 Aviation Development Program (ADP)

The Aviation Development Program (ADP) is authorized by the Pennsylvania Laws Relating to Aviation, [Act 164 of 1984](#), the Aviation Code, as amended ([74 PA. C.S. Part III](#)) and administered in accordance with the Regulations Relating to Pennsylvania Aviation ([67 PA Code Chapter 473](#)).

Pennsylvania Act 164 of 1984 authorized BOA to provide assistance to all public-use airports and provided for expanded airport development. Pennsylvania's responsibilities under this law are to preserve, upgrade, and, when practicable, construct new airport facilities. The ADP is funded through the collection of state taxes on jet fuel that are deposited into Pennsylvania's Aviation Restricted Account. All licensed, public-use airports in the Commonwealth are eligible for ADP grant funding.

BOA utilizes the [State Project Selection Criteria Guidelines](#) to evaluate project requests for ADP grant funding. This guideline defines the rating process and how projects eligible for state grant funding are scored.

### 2.2.3 Transportation Assistance Program/Capital Budget Program

The Transportation Assistance Program (TAP) provides financial assistance for non-highway projects from the Commonwealth's General Fund. The TAP program is commonly referred to as "Capital Budget" and includes aviation, rail, and transit projects. BOA administers the aviation portion of the TAP based on the provisions of the [Aviation Code \(74 Pa.C.S. Part III\)](#) and BOA's aviation grant regulations found at [67 Pa. Code Chapter 473](#).

Publicly-owned, public-use airports with an eligible airport sponsor that have a project listed in an active Capital Budget Act are eligible for this type of funding. Eligibility, however, is limited to the project work scope and amount listed in the Capital Budget

Act and cannot be amended. In addition, to be considered for a grant, a project must be valued at \$100,000 or more and all facility construction must have a minimum useful service life of 30 years. Project amounts identified in the Capital Budget Act represent the maximum allowable grant amounts.

#### **2.2.4 Real Estate Tax Rebate Program**

In addition to the grant programs described above in Table 1, Pennsylvania has a tax rebate program. Pennsylvania's Real Estate Tax Rebate Program allows for annual reimbursement of local real estate taxes paid by qualifying public airport owners. Program details may be found under [Subchapter B of the Aviation Code \(74 Pa. C.S. Sections 6121, 6122, 6123 and 6124\)](#) and [67 Pa. Code Chapter 477](#). Reimbursement is limited to local real estate taxes paid only on those areas of airport property that have a direct aviation-related use. Aviation-related area is defined at [Section 5102 of the Aviation Code \(74 Pa. C.S. §5102\)](#).

This program is funded through the collection of a sales tax assessed on aviation fuels (avgas) that are deposited into the State's Aviation Restricted Account. Real Estate Tax rebate grants are pro-rated in the event that demand exceeds available funding. In order to request a Real Estate Tax Reimbursement, a sketch delineating aviation-related areas; a figure of the total acreage for which tax reimbursement is being sought; and copies of paid county, municipal, and/or school district tax receipts must be submitted to BOA during the annual application period. The final date for annual submission of applications for reimbursement of local real estate taxes paid in calendar year ending December 31<sup>st</sup> is the close of business on February 1<sup>st</sup> of the subsequent year.

Annual requests for existing Real Estate Tax Reimbursement Grants must be submitted on the Commonwealth's Department of Transportation Grants System ([dotGrants](#)). Following the request deadline, BOA prepares offers for successful applicants in the [dotGrants](#) system. The airport sponsor receives electronic notification of this offer and must log onto dotGrants and formally accept the offer. Like all other grant programs, participation requires the sponsor to enter into a legally binding [Grant Assurance](#) agreement with the BOA. Grant Assurances are discussed in section 4.2.1.

For additional assistance with the Local Real Estate Tax Reimbursement Program, BOA Grant Specialist contact information can be found on the BOA website.

---

### **2.3 Grant Eligibility/Requirements**

Eligibility to receive BOA-administered grant funding is determined by the airport sponsor type and the activity for which funds are sought. More specifically, eligibility for funding is dependent on airport ownership and use:

- PA Publicly Owned/Public-Use Airports are eligible for funding through the State Aviation Development Program, Commonwealth Capital Budget Program (with

appropriate CB line item) and the Federal Airport Improvement Program (if in the NPIAS).

- PA Privately Owned/Public-Use are eligible funding through the State Aviation Development Program, and the federal Airport Improvement Program (if in the NPIAS and designated as a Reliever). This type of airport is also eligible for the Real Estate Tax Rebate Program.
- PA Privately Owned/Private-Use Airports are not eligible for funding.

The general classifications of eligible airport sponsors are:

- Planning agencies
- Public agencies
- Public airport owners/operators

Airport sponsors must be legally, financially, and otherwise able to assume and carry out all required certifications, representations, warranties, federal or state assurances, covenants, and obligations referenced in the grant agreement. A prospective airport sponsor generally must provide BOA with the documentation below:

<b>Sponsor and Grant Eligibility Requirements</b>	
<b>Legal Opinion of Sponsor’s Authority</b>	States that the airport sponsor is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, federal or state assurances, covenants, and other obligations required of airport sponsors.
<b>Financial Capability of Sponsor</b>	Documented from a third party CPA stating that the organization is in good financial standing to assume all financial responsibility associated with the airport.
<b>Enabling Legislation, Resolution, or Act (for public entities)</b>	The legislation that gives the sponsor the authority to operate and own the airport.
<b>Sales Agreement (for private owners)</b>	Documents transferring ownership of the airport to the new airport sponsor.
<b>Exhibit A Property Map, Airport Layout Plan, and Land Inventory map</b>	Detailed drawings/maps of airport property, facilities, and/or grant-acquired land.
<b>Airport Business Plan</b>	Business plan prepared by the new airport sponsor, including an Airport Master Plan.
<b>Categorical Exclusion Form</b>	Environmental clearance.
<b>Grant Obligation Assignment and Assumption Agreement</b>	Agreement transferring the outstanding grant assurance obligations from the current airport sponsor to the new airport sponsor.
<b>Central Vendor Management Unit (CVMU) Vendor Number</b>	Number received when a new airport sponsor registers with the Commonwealth. Satisfying this requirement also entails submitting a completed W-9 form and Automated Clearing House (ACH) form.

Aviation grant funding is available to licensed public use airports. Eligible public-use airports may be publically or privately owned, but must meet all requirements to be licensed as a public airport. Federal funding eligibility is limited to public-use airports that meet the criteria required to be included in the NPIAS. Further information on federal eligibility may be found in [FAA Order 5100.38C](#), The Airport Improvement Program (AIP) Handbook.

For a planning project that involves a new public Airport Sponsor for an airport acquisition or airport site selection, the new Airport Sponsor must meet the following conditions before a planning grant can be issued:

- The proposed new airport sponsor must conduct a public information meeting, for which time and place is advertised to the public, to announce its intention to pursue a grant and to accept public comment.
- The representative body must pass a resolution authorizing the municipal body to submit a request for funding.
- A representative of the new airport sponsor must meet with BOA to discuss the sponsor’s intention to acquire or site an airport, and the various aspects associated with airport ownership and operation.

### 2.3.1 General Project Eligibility

Projects eligible for funding under BOA-administered aviation grant programs generally fall into the classes listed in the table below.

Types of Projects Eligible for Grant Funding	
<b>Planning</b>	<ul style="list-style-type: none"> <li>• Airport Master Plans</li> <li>• Airport Layout Plans</li> <li>• Feasibility studies</li> <li>• Benefit/cost analysis</li> <li>• Environmental studies</li> <li>• Noise and land use studies</li> <li>• Wildlife hazard assessments</li> </ul>
<b>Airport Development and Improvement</b>	<ul style="list-style-type: none"> <li>• Construction, improvement, or repair of airport facilities, such as runways, taxiways, aprons, lighting, public areas of terminal buildings, other building structures for airport operational use, access roads, and airport navigational facilities</li> <li>• Safety- related projects such as obstruction removal</li> </ul>
<b>Acquisition of Airport Equipment</b>	<ul style="list-style-type: none"> <li>• Snow removal equipment</li> <li>• Runway surface friction measuring equipment</li> <li>• Security, fencing and firefighting equipment</li> <li>• Other aviation-related equipment required by FAA regulations</li> </ul>
<b>Land Acquisition</b>	<ul style="list-style-type: none"> <li>• Land acquisition required for eligible airport development</li> <li>• Land interests required for approach and clear zone purposes</li> </ul>

<b>Pavement Maintenance/Rehabilitation</b>	<ul style="list-style-type: none"><li>• Crack sealing</li><li>• Patching</li><li>• Seal coating</li><li>• Pavement repairs</li><li>• Joint sealing, including sealing equipment</li></ul>
--	---

Projects that are typically **ineligible** are:

- Emergency planning
- Landscaping, unless an incidental part of an eligible project
- Buildings other than public use areas of terminal building and buildings dedicated to crash/fire rescue and snow removal purposes or buildings for non-aviation use
- Routine airport or building maintenance projects other than the pavement maintenance or rehabilitation noted above.

## 3.0 PLANNING AND PROGRAMMING

---

### 3.1 Airport Planning

#### 3.1.1 Airport Layout Plans

Federal regulations require that all federally obligated airport sponsors maintain an Airport Layout Plan (ALP) that ensures the safety, utility, and efficiency of the airport. An airport’s ALP is an official document that is approved by the FAA (or SBGP designated representative) and a prerequisite to AIP funding. In fact, only projects that are depicted on an airport’s approved ALP are eligible for federal funding. For this reason, SBGP airports are required to have an approved ALP on file with BOA.

The ALP depicts existing facilities and proposed development, as determined by airport planners through a comprehensive needs analysis. The analysis often includes an inventory of existing facilities, an evaluation of future requirements (based on condition of facilities and forecasts of future activity), and an evaluation of alternatives. Changes to the airport are annotated on the approved ALP via “Pen and Ink” changes for a period of up to five years unless major development is proposed for the airport in the interim. Details of the ALP preparation process are outlined in [FAA Advisory Circular 150/5070-6B](#), “Airport Master Plans,” which also contains a checklist of information required to be included on the ALP.

Airport Layout Plan drawing sets typically include 3 to 14 separate drawings/sheets. The following drawings, at minimum, are required to be included:

- **Airport Layout Plan** – sheet depicting all airport facilities
- **Airport Airspace Drawing** – often referred to as a Height Hazard Plan, based on the protected surfaces identified in [14 CFR 77](#), “Objects Affecting Navigable Airspace.”
- **Inner Portion of the Approach Surface Drawing** – shows the approaches to each runway end and any objects penetrating the approach surfaces.

FAA Advisory Circular 150/5070-6B identifies five primary purposes served by an approved Airport Layout Plan:

- It is a working tool for the airport sponsor.
- It provides a blueprint for development and a guideline for ensuring that development maintains the design standards of the airport.
- It provides eligibility for grants under NPIAS or other programs.
- It is a public document that serves as a record of aeronautical requirements, both present and future, and as a reference for community deliberations on land use proposals and budget resource planning.

- It allows the FAA to plan for facility improvements and to protect the airspace required for new facilities or airspace procedures.

### 3.1.2 Airport Master Plans

Airport sponsors also develop Airport Master Plans, which are more comprehensive than an ALP and developed with the input of a wider community of stakeholders. The master plan produces a recommended program of capital improvements to address the airport's needs over a short, intermediate, and long-term planning horizon (typically 5, 10, and 20 years). The master plan incorporates and provides updates to the ALP and typically includes the following elements:

- pre-planning, which may include development of a mission statement for the airport and goals and objectives for the master planning effort;
- stakeholder participation, including a robust public involvement process;
- an inventory of existing conditions;
- a demand forecast;
- a statement of facilities requirements;
- alternatives development and evaluation;
- an assessment of environmental impacts;
- an updated Airport Layout Plan;
- a Facilities Improvement Plan (also known as a Capital Improvement Plan), identifying near-term, mid-range, and long-term development needs; and
- a financial feasibility study, which typically includes a capital budget based on estimated costs, a financing plan for the proposed improvements and a cost/benefit analysis.

Airports typically prepare master plans prior to major investment decisions. Additional details on preparation of master plans are contained in [FAA Advisory Circular 150/5070-6B](#) and [FAA Order 5100.38](#).

**Note: State-only eligible airports are required to have a sketch of the airport depicting proposed development on file with the BOA to be considered for state funding.**

### 3.1.3 Airport Hazard Zoning and Compatible Land Use

Airport Hazard Zoning is an important planning tool designed to protect the critical airspace around an airport. It provides for safe, obstruction free access to Pennsylvania's public use airports. In addition, communities with public use airports or those nearby are also encouraged to consider land development plans that are compatible with airport operations.

According to PA Act 164, municipalities within the Federal Aviation Regulations (FAR) 14 CFR Part 77 (i.e., "Part 77") areas around an airport are required to have ordinances that restrict the height of objects that could interfere with airport operations. Act 164 outlines zoning responsibilities, requirements, and administrative processes. For

regulation narrative see 1984 Pa. Laws 164 codified at 744 Pa. Cons. Stat. 5912, available at the [BOA website](#) under Aviation Laws, Forms & Pubs > Chapter 59 – Airport Operation and Zoning > § 5912.

Airports accepting aviation grant funding are required to take appropriate action, to the extent reasonable, to work with their communities to adopt airport hazard zoning and promote compatible land use.

## **3.2 Program Development**

### **3.2.1 Program Management System – JACIP (Joint Automated Capital Improvement Program)**

The Joint Automated Capital Improvement Program (JACIP) was developed to electronically manage aviation programming efforts including the Twelve-Year Plan, Airport Capital Improvement Program and Four-Year Plan. It is a web-based tool designed to assist each stakeholder—airport, state, and FAA—with their unique but interrelated airport planning and programming responsibilities.

#### **JACIP is....**

- an aviation project programming tool with many automated features such as project coding and scoring capabilities
- a simplified, user-friendly data entry port for electronic submission of Twelve-Year Plans and Datasheets
- an Internet database application that tracks, analyzes, and reports on airport capital improvement data as well other planning-related information such as airport facility and services inventory
- an efficient mechanism to share real-time information on airport development needs and proposed projects included in the Four-Year Plan
- a flexible report generator for both individual airport or statewide analysis

### **3.2.2 Twelve-Year Plan (TYP) and Four-Year Plan (FYP)**

Airports are required to participate in the Department's Twelve-Year Plan to be considered and/or programmed for any type of aviation grant funding. Airport development priorities identified in planning documents such as Master plans/ALPs are conveyed electronically (via JACIP) to the BOA through the annual submission/update of their Twelve-Year Plan. These development needs are evaluated, scored, and if selected, programmed within BOA's statewide Four-Year Plan. TYP projects must be submitted to and accepted by BOA by the December 1<sup>st</sup> deadline each year to be considered for funding and/or inclusion in the FYP the following year. The first four-year period of the TYP should identify high priority projects that the airport is ready and able to undertake if selected for FYP funding. The following steps illustrate the Twelve-Year Plan and Four-Year Plan process:

#### **Planning and Submission (August - December 1<sup>st</sup>)**

BOA conducts annual planning sessions each fall with airport sponsors wishing to apply for federal and/or state aviation grant funding. Airport improvement needs are discussed and guidance is offered on effectively managing their Four- and Twelve-Year Plans. Attendance at an annual planning session is required to be considered for funding. Airport sponsors are encouraged to solicit feedback on proposed FYP and TYP projects from their local government and Metropolitan/Rural Planning Organization

(MPO/RPO). This is an important step toward integrating airport proposed development with that of the community. It could also present an early opportunity to identify permitting requirements and/or other development that might be complementary or conflicting. Once airport development needs are thoroughly evaluated, sponsors are required to request any change to either their Four- and/or Twelve-Year Plan electronically through [JACIP](#) by the December 1<sup>st</sup> deadline. Only change requests submitted by the deadline will be considered for the Four-Year Plan update. Airport sponsors are responsible for ensuring estimated costs for projects included in the Four Year Plan are complete and accurate. For more information or assistance on this process please contact your regional planner. Contact information can be found at the [BOA website](#).

#### **Development (January -February)**

The FYP is reviewed and updated annually. A particular focus is placed on the accuracy of projects listed for the first year and the addition of new and/or adjusted projects in Year Four of the plan. BOA uses various tools to select projects for inclusion in the updated FYP in this phase. Changes submitted by the December deadline and an airport's eligible top priority project(s) are given the opportunity to compete for anticipated funds. It is these funding needs that are evaluated further and scored using the [FAA's National Priority Rating \(NPR\)](#) and/or the BOA Selection Criteria. Additionally, projects previously selected and included in year one of the current Four-Year Plan that have not yet been granted are re-evaluated for fundability and readiness. Project readiness includes the completion of all prerequisite tasks including [environmental clearances](#), [7460 airspace determination](#), benefit/cost analysis, and/or local permits. BOA also references the Statewide Airport System Plan ([SASP](#)), and each airport's approved Master Plan/Airport Layout Plan or sketch for determining the appropriateness of a particular development objective. Priority projects that are sufficiently justified and documented compete most favorably. New projects are sorted based on their score and evaluated for selection and inclusion in the fourth year of the Four-Year Plan. BOA will select projects up to the anticipated funding level projection for each grant program.

#### **Verification (March)**

When the desired FYP adjustments and additions are complete, the [JACIP](#) database is opened for airport sponsor review and comment. This step ensures that there were no significant oversights by BOA. It is important to note that minor changes such as cost adjustments for inflation may not be reflected, because grants are written on bid amounts rather than estimated amounts listed in the program. However, significant changes in cost or a project scope of work must be noted as they generally impact the timing of a particular project and/or other programmed projects. BOA submits the federal projects (ACIP—see section 3.2.3) listed in the FYP to the FAA to compete/secure federal funding.

#### **Approval (April - May)**

The updated and verified FYP is then presented to PennDOT's Program Management Committee (PMC) and the Commonwealth's State Transportation Commission (STC) for approval. Once the plan is approved and funding is available, the press release and legislative notifications will take place, and Tentative Allocation Letters will be sent electronically through [dotGrants](#).

### **3.2.3 Federal Airport Capital Improvement Program (ACIP)**

The Airport Capital Improvement Plan serves as the primary tool for systematically identifying, prioritizing, and assigning funds to critical airport development and associated capital needs for the National Airspace System (NAS). In Pennsylvania, the ACIP is integrated into its Twelve-Year and Four-Year Plans. Through the State Block Grant Program, responsibility for development of the ACIP and administering the Airport Improvement Program (AIP) at most of the Commonwealth's non-primary commercial services, reliever and general aviation airports is delegated to BOA.

The BOA utilizes [FAA Order 5100.39A – Airports Capital Improvement Plan](#) to evaluate project requests. This order defines the rating process and how a score is assigned to a given project. This score is referred to as the "National Priority Rating," or NPR. A minimum threshold score is established annually and projects with scores falling below this mark are generally considered non-competitive.

The ACIP is used as the basis for the distribution of grant funds under the Airport Improvement Program. An airport must be registered in the National Plan of Integrated Airport Systems (NPIAS) in order to be eligible for federal funds.

#### **National Plan of Integrated Airport Systems (NPIAS)**

The NPIAS is a 10-year plan that is continually updated and published every other year by the FAA. It identifies nearly 3,400 existing and proposed airports that are significant to national air transportation and thus eligible to receive federal grants under the Airport Improvement Plan (AIP). Airports included in the NPIAS are:

- Publicly owned airports
- Privately owned but designated as a reliever by the FAA or with scheduled air service of at least 2,500 annual enplanements
- General aviation reliever airports
- Airports receiving scheduled air carrier transport where a freight forwarder is in contract with the U.S. Postal Service
- Any public-use airport where a unit of the Air National Guard or a reserve component of the Armed Forces is permanently based or adjacent to that operates permanently assigned aircraft out of the airport

The NPIAS includes estimates of the amount of AIP funds needed to fund infrastructure development projects that will bring these airports up to current design standards and add capacity to congested airports. The NPIAS identifies for Congress and the public those airports included in the national system, the role they serve, and the amounts and types of airport development eligible for federal funding under the AIP over the next five years. Only AIP-eligible development is included in the NPIAS.

**FAA’s Role:** The FAA communicates with all parties to process required airspace approval, ALP approval, environmental approval, and coordination with other FAA lines of business.

**BOA’s Role:** BOA works intensively with airports to develop a plan for the most effective use of federal and state airport development funds. BOA integrates each airport’s improvement plan into a statewide funding plan (i.e., Four Year Plan). The federal portion of this plan is the ACIP. Development and submission of the ACIP by the BOA for designated airports is outlined in State Block Grant Program Agreement.

**Airport Sponsor’s Role:** The sponsor’s main role is to prepare a capital improvement program based on federal and state requirements, with accurate data and justification for each of the projects. The airport sponsor should ensure that their capital improvement plan depicts realistic program and funding expectations. It is the responsibility of the sponsor to respect deadlines and rules when preparing a capital improvement program.

**Consultant’s Role:** An airport consultant’s role is to provide the sponsor advice and guidance on airport development, project scopes, and costs. They assist the sponsor with the development and preparation of Airport Capital Improvement Plan documents for review, approval, and submittal to the Bureau of Aviation.

## 4.0 GRANT EXECUTION AND MANAGEMENT

---

### 4.1 Execution

#### 4.1.1 Grant Management System – dotGrants

Airport sponsors seeking grant funding must meet state project eligibility requirements and federal eligibility guidelines. These grant related requirements and documentation are primarily coordinated and managed electronically via PennDOT’s “dotGrants” system. This includes electronically collecting requisite documents through invoicing and grant closeout. The shift from a programmed project to a granted project begins when grant funding becomes available and approved FYP projects are transferred from JACIP to dotGrants.

#### 4.1.2 Datasheet and Tentative Allocation

##### Datasheet

A detailed project datasheet is necessary to capture additional information on the project before a Tentative Allocation can be generated and grant be written. A **datasheet** consists of the following elements:

- A brief narrative statement describing the project, the purpose and need, the method of accomplishment and the anticipated benefits
- A refined cost estimate
- A sketch depicting the proposed development

**The datasheet should present more precise details of the various tasks needed to meet the project objective and develop a better approximation of the associated costs.** Too often, this step in the process is not adequately performed, resulting in delayed project/grant execution. Development of a realistic scope and timetable is critical to successful management of the project. Once approved, failing to adhere to a project schedule may result in the project’s elimination from the program and loss of access to funding.

##### Tentative Allocations

Availability of grant funding will be conveyed through a Tentative Allocation (TA) notification. It is generated through [dotGrants](#) and electronically provided to each official airport sponsor representative. A hard copy TA letter is also sent, via certified mail, to the airport sponsor. A TA details the information the airport sponsor is required to provide to BOA before a grant offer can be generated.

Funding amounts offered in the TA letter will not receive automatic increases in the event that project bids are higher than anticipated in the grant application. Unless

additional funds can be allocated, developing alternative bids or reducing the project scope of work may be necessary.

In the event that modifications are required for an approved project with an issued TA letter, the airport sponsor should request the project change as soon as the need becomes evident. Reductions of project scope should be undertaken with caution to ensure that a usable unit of work is provided and the operating capability of the airport is not negatively affected.

Adding project work items requires an airport sponsor to submit a request to BOA containing the same information and documentation required for the initial project submission. Typical items include revised project estimates, airport sponsor availability of funds, and revised project sketches.

### **4.1.3 Grant Offer/Agreement**

#### **Grant Offer**

Upon issuance of a grant offer, the dotGrants system will send an electronic notification to the airport sponsor, followed by a grant offer letter sent via certified mail. Grant offers consist of a combination of a grant agreement, clauses, forms and special conditions. The exact make up of a grant offer is dependent on type of monies used to fund the development project. The acceptance of the grant offer and its conditions, and submittal of required forms, shall be completed no later than 30 days from receipt of the grant offer. Failure of an airport sponsor to comply will be considered a rejection of the grant offer and termination of the application. The project may proceed when a grant offer is made, however costs cannot be reimbursed until both parties execute the grant agreement.

#### **Grant Agreements**

All grant agreements are the same regardless of grant type. Grant agreements are one page in length plus attachments. ADP and SBGP grants are written to expire at the end of June of the third state fiscal year. TAP grants are written to expire after 36 months.

#### **Clauses**

The types of funding associated with a grant offer will determine which clauses will be included. These clauses must be acknowledged and agreed to within dotGrants when accepting a grant agreement. The clauses can be derived from federal and/or state requirements.

#### **Forms**

The grant offer will also contain forms that airport sponsor must use to supply BOA with additional information. These forms include the Prospectus, Project Cash Flow, and Project Schedule.

### **Special Conditions**

Other special conditions, performance criteria, or site specifications, which may be a condition of a grant receipt, will be set forth on a case-by-case basis in the offer ([Appendix 8.7](#)).

### **General Consent**

The airport sponsor must agree to federal and/or state grant assurances. These assurances will be included in each grant agreement by referencing the date the general consent terms were accepted by the airport sponsor. After the grant offer has been accepted in [dotGrants](#), BOA will review it for accuracy and completeness and may request the airport sponsor furnish supplemental information or make changes. During this review, BOA will determine whether the amount of funding requested by the airport sponsor is in conformance with BOA funding approvals.

After the grant offer has been executed and the grant is in Awarded status, the airport sponsor will be able to print a copy of the Grant Agreement from the dotGrants system that will contain the electronic signatures (e-signatures) and dates of e-signatures. Once a grant has been formally executed, dotGrants will send an electronic notification to the members of the airport sponsor organization and a Grant Execution Letter will be sent to the airport sponsor via certified mail.

Airport sponsors representing municipally owned airports must provide an authorization resolution letter indicating those positions possessing grant agreement e-signature authority. This submission remains in effect until changes are necessary. Resolutions should authorize signatures by title rather than by individual name to allow for a measure of redundancy. This may be allowed for in the following manner: *"...it is hereby resolved by authority of the same, that the Chairman OR Vice Chairman of said Municipality be authorized and directed..."* This resolution is not required for sole proprietors, partnerships, or corporations. The grant agreement is considered a binding contract between BOA and the airport sponsor. Therefore, the official duly authorized to accept the grant should execute the grant.

### **Electronic Access Licensing Agreement**

The Commonwealth accepts e-signatures on most documents related to grant execution. An Electronic Access Licensing Agreement (EALA) must also be physically signed and submitted to BOA for any new airport sponsor who wishes to use dotGrants.

Grants may be amended by letter (scope changes and money increases). **Grants are written based on actual bids received or professional service contract amounts.** Projects are combined under one grant when feasible. A grant agreement may be amended to:

- Add an item of work that does not increase the amount of the grant
- Increase the life of a grant if possible
- Reduce the amount of the grant if an item is deleted

- Cover the cost of an eligible overrun for work included in the original or amended grant description (except a planning grant)

Amendments are not automatic and must be requested prior to the completion of work related to the amendment. A request for a grant amendment to increase the maximum obligation must be made by the airport sponsor using [dotGrants](#). It may be approved by BOA, provided:

- Funds are available.
- The cost(s), which make up the increased amount, are determined eligible, allowable and reasonable.
- A determination is made that the amendment is necessary to complete the project or to accommodate immediate needs of the airport.

#### **4.1.4 Grant Payments**

The grant programs administered by BOA provide for reimbursement to an airport sponsor for the stipulated portion of eligible project costs as costs are incurred. An airport sponsor shall forward requests for payment to BOA on the forms provided. A request shall be for completed work-in-place. The airport sponsor must satisfy any invoices submitted as part of a Request for Reimbursement (RFR) within 30 days of payment by the Commonwealth. BOA will not approve any payment on the last 10 percent of the total grant amount without a BOA approved final inspection. The following items must be adhered to as part of the grants payment process:

- RFRs are to be created and submitted using [dotGrants](#).
- Proof of payment is not required unless performance issues exist or there is a need based on audit findings.
- Target payment processing time is 30 days from the time of payment package receipt through funds dispersal.
- The Commonwealth will utilize Automated Clearing House (ACH) electronic payments for most reimbursements.
- Invoices for amounts under \$1,000 will generally only be accepted for final payments.
- Invoices are not required with payments but may be requested at the Regional Project Manager's discretion.
- A project cost summary must be used by all airport sponsors.
- Invoice certification must be used by all airport sponsors.
- The airport sponsor may be audited after final payment and project completion, at BOA's discretion.

It is important that the airport sponsor submitting the payment request properly completes the forms and submits accurate supporting data to expedite reimbursement. The following information is required with all partial or final reimbursement requests:

- A completed Invoice Certification form, including:

- Invoice Details: Invoice date, invoice number, vendor name, and invoice amount
  - Professional Fees: Basic services and reimbursable additional services
  - Construction Costs: Administrative costs, legal fees, and advertising. These expenses should be itemized in the project's approved administrative cost plan.
- A completed Project Cost Summary form.
  - An indication of whether it is the final payment or not.
  - A completed Payment Voucher Form, which is populated by dotGrants.

The following actions will be taken in the event that BOA's review of the reimbursement request reveals problems or omissions:

- BOA will send the RFR back to the airport sponsor for modifications within dotGrants. The system will send electronic notification that modifications are required.
- Airport sponsor must correct errors and resubmit to BOA within 30 days.
- If corrections are not made and the RFR is not resubmitted within the required timeframe, it will be rejected. The airport sponsor will receive electronic notification of this rejection.

***For Planning, Development, Land Acquisition, and Force Account reimbursement requests***, the following information is required in addition to those items listed above. This data mentioned above is generally included in the Project Cost Summary.

#### **Reimbursement for Planning Projects**

A progress report is required to show the percent complete of each phase and/or element of the project with each reimbursement request. BOA will not process a request for more than 90 percent reimbursement until final documentation of reports and drawings is received, reviewed, and accepted.

#### **Reimbursement for Development and Equipment Projects**

This includes the related administrative, engineering, inspection, and other costs associated with equipment and development projects. The engineering costs should be broken down in a manner similar to the approved engineering agreement. The construction costs should be supported by a summary of quantities with work completed to date.

#### **Credit for Force Account Work**

Force Account refers to grant fund reimbursement for project work performed by airport staff (e.g., an Airport Maintenance Manager performs crack sealing under a crack sealing project). The airport sponsor must submit complete documentation of the labor and equipment hours and costs as well as any material cost, in accordance with rules outlined in the [FAA AIP Handbook](#). Airport force account work must have written BOA approval prior to the project's commencement. Airport sponsors must submit proposals containing justification to employ force account labor to BOA. Proposals must contain the following information, at minimum:

- Justification for performing work by force account rather than by contract.
- A complete cost estimate for the work, including hourly rates, number of hours, indirect costs, non-salary costs, and a comparison of the force account cost versus the cost of contracting the work.
- The names and qualifications of the personnel performing the work.
- Details of the personnel experience with airport work of similar nature as the work proposed in the force account.
- Information on the capacity of the personnel to perform the work as it relates to schedules and work completion dates.
- If the force account work is to be conducted using SBGP funds, additional requirements as stipulated in the current edition of the Airport Improvement Program Handbook must be followed.

Federally funded force account projects should refer to [FAA Order 5100.38C](#), the Airport Improvement Program Handbook, for specific requirements in addition to those listed above. Written approval of the proposal by BOA constitutes a Force Account Agreement with the airport sponsor. The procedures for force account work are similar to contracted work. BOA requirements for the initial planning conferences and certifications, etc., apply to force account the same as contracted work. Airport sponsors must keep accurate project records of the materials, equipment, cost rates, and hours of personnel employed on force account projects. Documentation of all expenditures is required for reimbursement of the eligible portion of project funds and prior to the closeout of any project involving force account work.

### **Reimbursement for Land Acquisition Projects**

Total costs for all administrative, legal, and professional services costs (e.g., appraisers, surveys) associated with each parcel are to be included and identified in a summary sheet attached to the pay request. Payment reimbursement will normally require the Certificate of Title and a copy of the closing statement (settlement sheet) indicating final costs. Prior to final payment a “Title Opinion” from the airport sponsor’s legal representation and a copy of the recorded deed must be submitted.

---

## **4.2 Grant Management**

### **4.2.1 Assurances and Obligations**

An airport sponsor receiving an aviation development grant shall keep records that fully disclose the amount and disposition of the proceeds. Records shall also document the total cost of the plan or program with which the aviation development grant is connected. The amount and nature of that portion of the cost of the plan or program supplied by other sources, as will facilitate an effective audit, shall be maintained as part of the airport sponsor’s record. BOA will have access, for the purpose of audit and examination, to books, documents, papers, and records of the airport sponsor that are pertinent to the aviation development grant. This includes progress audits during the project.

An airport sponsor is required to establish and maintain an adequate accounting record for an individual project, which will allow BOA to determine whether the costs incurred for the project are allowed. A separate non-interest bearing project account must be maintained by the airport sponsor and cannot be mixed with operating expenses. Within this project account, the airport sponsor must have ledger accounts for each project showing that all invoices were paid out of that account and that draw downs from the Commonwealth were deposited into that account. The airport sponsor must maintain a complete accounting record for each project funded through BOA.

The airport sponsor shall include, in the contracts related to a project funded by a grant issued by BOA, a clause that allows PennDOT (and the FAA, if a Block Grant project) access to the airport sponsor's records for purposes of accounting and audit.

An airport sponsor shall retain, for a period of **three years** after the date of the submission of the final BOA payment, documentary evidence such as invoices, cost estimates, appraisal reports, and negotiation documents relating to an item or project cost. These documents shall include, but are not limited to, vendor's invoices, applicable purchase orders, receiving reports, inventory records, method of pricing, returns, production cost reports, weight tickets, physical inventories, production cost accounts, final inspection report showing acceptance of the airport development performed under the project, and a record of disposition or correction of unsatisfactory work.

### **Special Conditions**

Airport sponsors must submit their projects for local review by their responsible local governing body and its respective departments, agencies, and/or authorities as created and/or incorporated under the applicable laws of the Commonwealth of Pennsylvania. Those airports that are a part of a metropolitan planning organization (MPO) or rural planning organization (RPO) must submit their projects to their respective MPO/RPO. It is not necessary for the local governing body to approve the projects; it is only necessary that they be informed of the project.

## **4.2.2 Disadvantaged Business Enterprise Requirements**

### **Disadvantaged Business Enterprise (DBE)**

Airport sponsors must adhere to the DBE requirements set forth in the grant conditions and assurances contained in each grant issued by BOA. Regional Project Managers can provide information on the most current DBE goals. Airport recipients of federal funds should obtain a copy of the [FAA Disadvantaged Business Enterprise Program Development Kit](#) for Grant-in-Aid Recipients for compliance with 49 CFR 23. This kit is intended to assist airport sponsors, planning agencies, and other FAA recipients that are required to implement a DBE Program with oversight and administration. The kit contains a sample DBE program, DBE program guidance, and leasing requirements. A copy of the kit can be obtained by contacting the Civil Rights Officer of any FAA Region or from the Washington Headquarters Office at the following address:

Office of Civil Rights, ACR – 1  
Federal Aviation Administration  
800 Independence Avenue, Southwest  
Washington, DC 20591 (202) 267-3270

### **Small Business Element (SBE)**

Airport sponsors must adhere to SBE requirements set forth in the grant conditions and assurances contained in each grant issued by BOA. Grant recipients of state funds should ensure that every effort is made to solicit subcontracting opportunities from registered Small Business Enterprises. A list of certified SBE firms and additional information on the SBE program may be obtained by contacting PennDOT's Bureau of Equal Opportunity.

Bureau of Equal Opportunity  
Pennsylvania Department of Transportation  
400 North Street, 5th Floor West  
Harrisburg, PA 17120  
(717) 787-5891 or (800) 468-4201

### **Small Diverse Business (SDB) Participation**

Airport sponsors must adhere to SDB requirements set forth in the grant conditions and assurances contained in each grant issued by BOA. Grant recipients of state funds should ensure that every effort is made to solicit subcontracting opportunities from Small Diverse Businesses, which include Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), Veteran-Owned Small Business Enterprises (VBEs), and Service-Disabled Veteran-Owned Businesses (SDVBEs). Additional SDB information or a referral can be obtained by contacting the Pennsylvania Department of General Services Bureau of Small Business Opportunities.

Bureau of Small Business Opportunities  
Pennsylvania Department of General Services  
611 North Office Building Harrisburg, PA 17125  
(717) 787-7052 or (717) 787-7052 (FAX)

### **Equal Employment Opportunity (EEO)**

Airport sponsors must adhere to EEO requirements set forth in the grant conditions and assurances contained in BOA-issued grants. PennDOT's Bureau of Equal Opportunity has prepared an EEO Compliance Guide designed to assist grant recipients in complying with state and federal EEO requirements. A copy of this guide may be obtained by contacting the Contract Compliance Division at (717) 787-5891.

PennDOT's Bureau of Equal Opportunity is responsible for ensuring compliance with federal and state DBE regulations. For information regarding certified DBEs, please contact the Disadvantaged Business Enterprise Division.

#### **4.2.3 Grant/Project Close-Out**

The work completion and administrative requirements of a project will be addressed prior to closing out a project and processing the final payment application. The conditions to be met to determine the work completion and the corresponding administrative requirements will vary according to the type of work in the grant, i.e., planning, land acquisition, equipment acquisition, or construction.

#### **4.2.4 Work Completion Requirements for Project Close-Out**

##### **Planning**

The conditions are met when the airport sponsor has completed the work elements identified in the program narrative and BOA has reviewed and accepted the final report. Acceptance does not require that BOA agree with the conclusions or recommendations in the plan.

##### **Land Acquisition**

Conditions are met when the airport sponsor obtains satisfactory property interest in all parcels included in the grant description in accordance with all federal and state requirements, has submitted adequate title evidence or appropriate certification for all the parcels, and BOA has accepted such evidence. In addition, BOA is satisfied that the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, have been met.

##### **Equipment Acquisition**

Conditions are met when the equipment is delivered, installed, and tested in accordance with approved plans and specifications. At the option of BOA, BOA or the airport sponsor may make final inspection.

##### **Construction**

Conditions are met when all work items in the grant description have been completed in accordance with the approved or certified plans and specifications and the final inspection is completed. Correction of noted discrepancies (punch-list items) should be completed, or BOA should have assurance that arrangements are made for their completion. Airport sponsor certification may be accepted or required for work items and punch list completion.

#### **4.2.5 Administrative Requirements for Project Close-Out**

Airport sponsors shall be required to submit the following items as part of the administrative closeout of the project:

##### **Record Drawings**

Record Drawings for airport development projects involving construction must be submitted. At BOA's discretion, certification from the airport sponsor that Record

Drawings have been received and will be retained for future use may be accepted. BOA may opt to accept an electronic version of the Record Drawings.

### **Certifications**

The airport sponsor must submit the appropriate Sponsor Certification of Real Property Acquisition and/or the Sponsor Certification for Construction Project Final Acceptance.

### **Revised Property Map and Copy(ies) of Recorded Deed(s)**

The airport sponsor is required to submit a revised property map if property was acquired.

### **Summary of Test Results**

A summary of all test results shall be submitted with the Record Drawings.

### **Property Accountability**

An airport sponsor must provide an inventory of all equipment purchased with federal funds having a current per unit fair market value in excess of \$5,000. This inventory is required as part of the closeout package. Equipment no longer needed for airport purposes may be sold or retained by the airport sponsor. The federal share of the current fair market value shall be deducted from the grant amount or reimbursed to BOA.

## 5.0 Project Management

---

### 5.1 Consultant Selection – Engineering Agreements

This section contains information on formal and informal selection of consultants (engineers/planners/architects), testing and surveying services, and appraisers. Information in this section may also apply to procurement of other types of professional services, such as legal or audit services. The selection of consultant services for airport improvement projects must be accomplished in accordance with the open and free competition method described under [49 Code of Federal Regulations \(CFR\) Part 18](#), “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”

Airport sponsors are encouraged to select a consultant capable of completing the entire project work scope as established during the initial BOA-airport sponsor planning conference. In the event that a single consultant would be unable to meet the entire project scope, the consultant may retain a subconsultant to carry out tasks through a direct hire. It is recommended that a consultant team be assembled that can conduct all proposed work items, including related work items. These types of services will normally be procured through evaluation of technical proposals submitted by the consultants. Technical proposals should contain all consultant information identified by the airport sponsor as being important to accomplish the project, including project work scope, qualifications of the firm, experience on similar projects, and current workload.

Projects typically will require the procurement of some professional services such as engineering, legal, appraisal, and audit services on contracts for construction or equipment purchases. Procurement under the SBGP ADP must comply with the requirements set forth in [FAA Advisory Circular No. 150/5100-14D](#), “Architectural, Engineering and Planning Consultant Services for Airport Grant Projects.” Basic procurement methods include:

- Technical Proposals (normally for professional services) or “Formal Selection.”
- Small Purchases (less than \$100,000), or “Informal Selection,” require BOA approval.

#### **Formal Selections for Professional Services**

The pertinent requirements for competitive procurement of professional services for planning, construction, land release, land acquisition, and equipment acquisition projects are:

- Establishment of a selection board, consisting of at least three persons, one of whom should have professional knowledge of the service(s) required.

- Establishment of selection criteria (cost cannot be a factor). See Sample Rating Form/Matrix ([Appendix 8.3.1](#)).
- Assignment of numerical rating factors to each criterion.
- Public solicitation (normally advertised in local newspapers, trade journals, and magazines) or direct solicitation for consultant services.
- Public announcement, which should include as a minimum:
  - Description of the proposed project and its location.
  - Description of the services to be provided.
  - Selection criteria and their relative importance.
  - Indication that the proposals should include consultant's experience and other qualification data relative to the proposed project.
- Secure the professional services of a consultant (if qualified independent personnel are not available internally) to prepare an Independent Fee Estimate for the consultant services. Please note that this is required for all contracts estimated to be over \$100,000.
- The board should select at least three qualified firms and rank them in order of preference before starting negotiations.
- Initiate negotiation, using the Independent Fee Estimate, with the consultant given first preference by the selection board. If agreement cannot be reached, terminate negotiation and begin negotiation with consulting firm given second preference. Once negotiations have been terminated with a firm and begun with another, negotiations with the prior firm cannot be reopened.
- Submit a record of negotiations to BOA.
- Submit a draft Engineering Services Contract for BOA to review and approve the reasonableness of costs and eligibility.
- Revise in accordance with FAA/BOA review comments and submit a completed Engineering Contract Checklist ([Appendix 8.4.1](#)) and executed engineering contract to BOA.

The following airport sponsor documentation and steps are required for all aviation projects: (**Note: all paragraph references are from FAA [Advisory Circular 150/5100-14D](#)**)

- Copies of Request for Proposal (RFP) and/or copies of Request for Qualifications (RFQ).
- Administrative Policy and Selection Board (paragraphs 2-5 and 2-6).
- Selection Criteria/Procedures (paragraphs 2-7 and 2-8).
- Appointing body's final ranking approval (paragraph 2-8). Airport sponsor prepares minutes of work scope meeting held with the No. 1 ranked firm (paragraph 2-8(m)).
- Signed and dated independent man-hour cost estimate (paragraph 2-12).
- Detailed cost analysis (paragraphs 2-13(c) and (d)).
- Airport sponsor's record of negotiation (paragraph 2-13(e)) shall be prepared and included in a contract file.
- Airport sponsor certification to funding agencies.
- Airport sponsors should comply with paragraph 2-14 for force account projects.

- Submit Draft Engineering Agreement/Contract.
- Receive comments from BOA.
- Revise agreement if necessary and resubmit.
- Execute Agreement/Contract.

### **Informal Selection for Professional Services**

For some projects, such as small procurements or selection of testing and surveying services, if the contract amount will be less than \$100,000 and not part of a larger professional services contract, the requirements for open and free competition may not apply. In these cases, [49 CFR Part 18](#), “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” provides other acceptable methods that may be used. It is recommended that local procurement procedures be used in these cases.

The airport sponsor’s engineer should develop a scope of services (i.e., number and type of tests) needed. It is suggested that at least three firms/suppliers be contacted to discuss their qualifications to perform the proposed scope of services. The airport sponsor can then enter into negotiations with the best qualified firm/supplier. BOA Regional Project Managers or Regional Engineers can provide guidance. Typically, \$100,000 and under is the threshold used to define “small purchase procedures.” Small purchase procedures are typically utilized in the selection of an appraiser/review appraiser. Therefore, price or rate quotations are to be obtained from an adequate number of sources. An appraiser meeting the following requirements must perform any appraisal services:

- The Appraiser must be certified by the Commonwealth of Pennsylvania.
- Appraiser must have current peer review.
- Appraiser must be on the PennDOT pre-qualified list of certified appraisers.

After the airport sponsor has completed the above, the proposed contract must be submitted for BOA approval.

### **Engineering Agreements**

This section applies to Professional Services required for all project types: planning, construction, equipment acquisition/refurbishing, land acquisition, and land release projects. The relationship between an airport sponsor and their consultant should be clearly defined by a written agreement before commencement of actual work. All terms should be clearly listed in the agreement and should additionally define the complete extent and character of the work to be performed. The terms and payments for various services should also be included. The scope of the consultant’s services should be described in sufficient detail to determine explicitly the responsibilities of the consulting engineer, as well as the responsibilities of the airport sponsor.

All airport sponsor contracts necessary for accomplishment of a funded project must be reviewed by BOA and approved in order for the fees to be eligible for reimbursement. Therefore, draft copies of the engineering agreements should be sent to BOA for review

after the airport sponsor performs its review. Engineering agreements should not be executed until approved by BOA.

The agreement must be categorized into phases of engineering effort such as Basic Services (preliminary engineering, design, bidding and negotiation, and construction phase) and Special Services. Each phase or task of the Basic Services must discuss the engineering effort involved and contain a breakdown of the man-hours and technical level. The Special Services should contain details on the testing and surveying program anticipated and the estimated cost. To assure conformance with the requirements for funded projects, BOA will confirm:

- That the agreement describes the scope of the project and outlines any assumptions upon which the agreement is based. The scope is developed by the consultant and reviewed by the airport sponsor, based on the Tentative Allocation Letter items and funding.
- That the project work scope is complete based on previous meetings and the type of project.
- That the agreement contains the following mandatory provisions:
  - For administrative, contractual, or legal remedies, including sanctions and penalties, in instances where consultants violate or breach contract terms.
  - For termination by the airport sponsor, including the manner by which it will be effected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default, as well as conditions where the contract may be terminated because of circumstances beyond the control of the consultant.
  - Provisions in the airport sponsor's grant that pertain to records, auditing, maintenance of records, consultant integrity, etc.
- That the professional fees and administrative costs are reasonable based on similar projects and other information available. The BOA Regional Project Manager for the given region will determine the reasonableness of the fee and eligible amount.
- That the fees of Special Services are reasonable. Typical problems to avoid are a high cost for preparation of applications and reimbursement requests, high mark-up on subconsultant services, and inclusion of engineering work in the material testing lab scope of work.
- That the agreement does not include work that is not eligible for grant program participation,
- That there are no contract clauses that may result in problems for the airport sponsor regarding cost increases, scope changes, etc. (e.g., interest for late payments and cost escalation clauses are not eligible for BGP funding).
- That there are no other areas where the ADP funding participation may be limited or less than the amount shown in the contract.

The "Engineering Contract Checklist," included in [Appendix 8.4.1](#), has been developed to alert airport sponsors to items that need special notes in executing the contract, to provide BOA assurance that these items have been considered, and to provide a

summary of services to be provided and the basis of payment thereof. This checklist should be completed and attached to the engineering contract when submitted to BOA for approval.

### **Notice to Proceed**

After the consultant agreement and/or work scope and costs have been approved, BOA will authorize a Notice to Proceed (NTP) to the airport sponsor to begin work on the project. If a consultant is involved, the airport sponsor will then issue an NTP to the consultant. No work on the project should be undertaken other than study design work prior to receiving NTP.

### **Contract Modifications**

A professional services contract will usually not be amended. However, there may be times when it is necessary to modify the work scope and/or costs included in the contract. Any modifications to the contract will be done on a case by case basis and only when a determination has been made that the modification is advantageous to the project. Any change to the work scope and/or costs must have prior approval by BOA before initiating any new work. In addition, deletion of any work items will require BOA notification.

---

## **5.2 Planning Projects**

BOA will provide the airport sponsor with a Scope of Work and [Airport Layout Plan \(ALP\) Checklist](#) that will be used to develop the planning projects. Planning projects vary as to the extent of the planning involved and include:

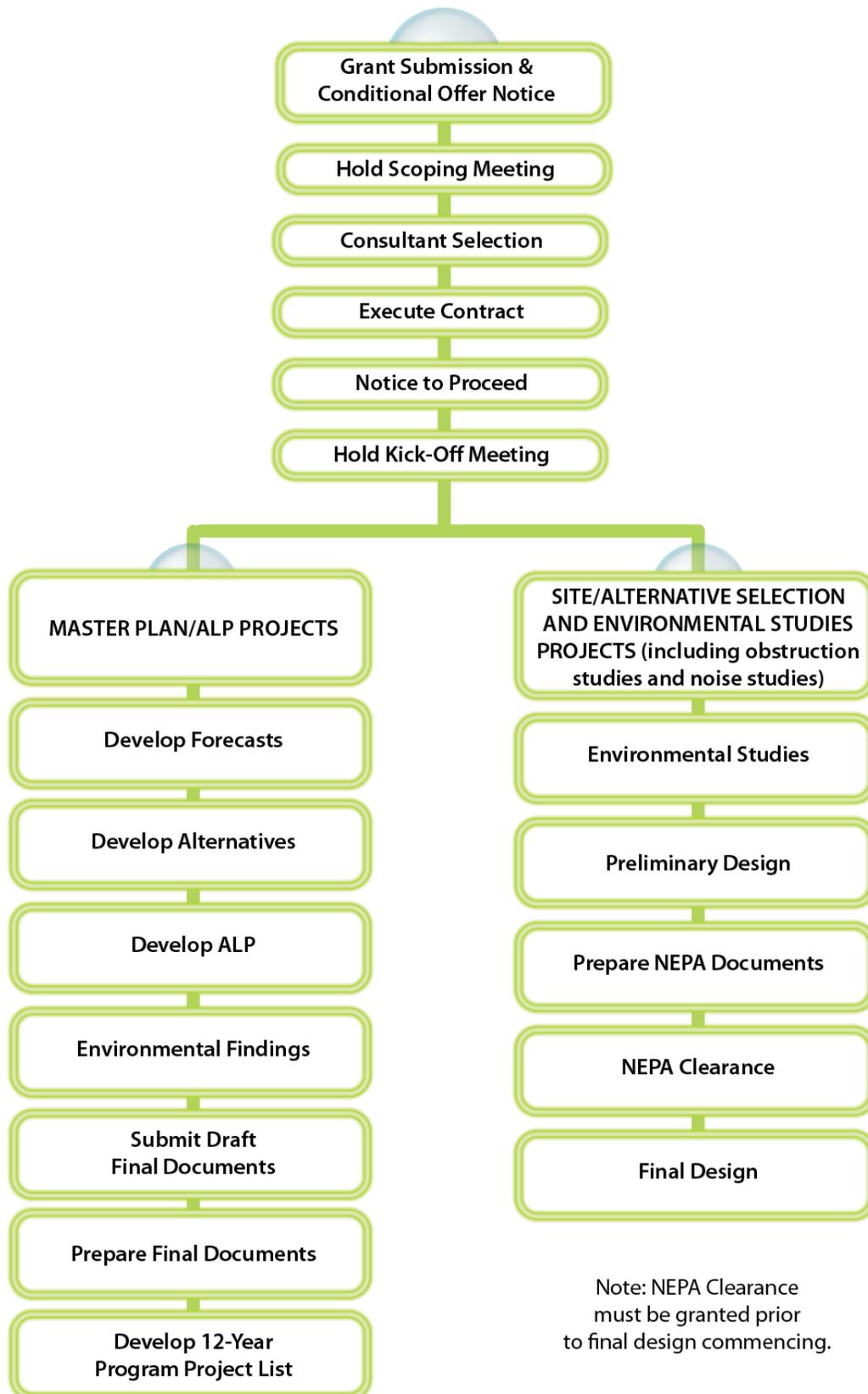
- Master Plan Reports, and Update Reports, with Airport Layout Plans
- Airport Layout Plan Updates
- Site/Alternatives Selection Studies
- Environmental Studies
- Obstruction Studies
- Benefit/Cost Analysis
- FAR Part 150 Noise Studies (FAA retains oversight)

The products of a planning project will include a report and drawings detailing all aspects of the project in narrative and graphic forms. The level of detailed analysis contained in the report will be largely dependent on the size of the airport and the type of study being prepared.

After the Tentative Allocation Letter is issued, the airport sponsor completes the necessary activities required for the submission of the application materials. These will normally include tasks such as consultant selection, engineering/consultant agreement execution, and project costs and scope refinement.

The ALP Checklist has been compiled to assist airport sponsors in planning projects. Not all of the steps of the checklist are necessarily required for all projects. Some projects may require additional steps that are exclusive to the project and are not shown on the checklist. The following flow chart outlines the steps in a typical planning project:

## Typical Planning Project Flow Chart



### **5.2.1 Elements of Master Plan Studies**

An airport master plan is a comprehensive study of an airport addressing the short-, medium-, and long-term development plans to meet future aviation demand. Therefore, master plans can include different categories of study and vary by level of detailed and associated efforts. The master plan is prepared to support the modernization of an existing airport or the construction of a new one; it also reflects the sponsor's strategy for the development of an airport. The master plan also provides a graphical presentation of the airport and the anticipated land uses in the vicinity. It establishes a realistic implementation schedule along with an achievable financial plan. An airport master plan will generally include the following elements:

- **Public Involvement Program:** Throughout the master plan process the public involvement program will share information with the public and stakeholders and solicit their input. The public involvement program should include elected and appointed officials, neighborhood residents, travelers, tenants, and members of the general public. The involvement generally consists of committees, public information meetings, small group meetings and briefings, a project website, and a public awareness campaign. Public involvement is usually facilitated by a Technical Advisory Committee (TAC) and a Citizen's Advisory Committee (CAC). A significant and effective public involvement program is essential to a successful master plan process.
- **Identifying Key Issues:** The various issues that an airport can have should be considered, analyzed, and prioritized. Issues can be environmental, such as noise or land use; capacity; commercial activities; rehabilitation of a terminal or a runway; cargo activities; airport development and expansion; and others. Each issue should be categorized by importance and included in the master plan as a short-, medium- or long-term issue. The alternatives analysis chapter of the master plan will evaluate the different options of the airport sponsor for solving the key issues.
- **Environmental Considerations:** Evaluating environmental factors helps the sponsor thoroughly evaluate airport development alternatives and expedites environmental processing. The FAA recommends that airport master plans consider environmental review processes and that alternatives be developed according to environmental considerations. It is important that the planners and environmental specialists identify the potential key environmental impacts of each development project as part of the master plan alternatives analysis.
- **Existing Conditions and Issues:** This is the inventory phase of the master plan. It includes a historical review of the airport and its facilities, as well as airspace structures and navigation aids, airport-related land use, aeronautical activity, and socioeconomic factors. Existing conditions also encompasses the regional setting and surrounding land use. Airport financial data such as the airport

business model, operating revenues and expenses, and capital funding should all be included.

- **Aviation Demand Forecasts:** Aeronautical demand is forecast for short-, medium-, and long-range time frames and is used to determine the need for new or expanded facilities. These include the Terminal Area Forecast, state aviation system plans, and other planning efforts. Forecasts are subject to the approval of the FAA. Forecasts must be detailed and include the different operations, passengers, and aircraft forecasts, because they are used to develop and analyze the alternatives. Forecasts need to be explained, and the ways they will impact the airport and its operations must be described according to various factors. Economic, demographic, geographic, and aviation-related characteristics have to be taken into consideration. The forecast process includes identifying aviation activity measures, reviewing previous forecasts, gathering data, and selecting appropriate forecast methods.
- **Facility Requirements:** This chapter is used to compare the airport's current facilities and services to the forecasted demand for facilities and services, and then determine what additional facilities will be needed. This chapter is also called the "gap analysis." The sponsor and the consultant need to look very closely at the capacity shortfalls, the new TSA security requirements, FAA design standards and updated standards, the airport sponsor's strategic vision for the airport, and the outdated condition of existing facilities in order to develop this part of the master plan.
- **Alternative Development and Evaluation:** This chapter describes several alternatives which address facility requirements over the 5-, 10- and 20-year planning period. A no-action (do nothing) alternative is required as a part of alternatives development process.
- **Alternatives Analysis:** This element evaluates alternatives in terms of operational performance, capacity, capability, and efficiency. The alternatives are ranked and a preferred alternative is identified.
- **Airport Layout Plan Drawing Set:** This set comprises 13 parts and is required for each master plan development or update. The Airport Layout Plan (ALP) includes a cover sheet, ALP sheet, data sheet, facilities layout plan, terminal area drawing, airport airspace drawing, inner portion of the approach surface drawing, on-airport land use drawing, off-airport land use drawing, airport property map, runway departure surface drawing, utility drawing, and airport access plans. The FAA or the airport sponsor can require additional drawings.
- **Facilities Implementation Plan:** This element explains how to implement the findings and recommendations made in the alternatives analysis chapter. This plan is also referred to as the Capital Improvement plan (CIP). The FAA recognizes that this plan may evolve from year to year to reflect changing

conditions and priorities. The plan should provide information regarding key activities such as sponsor-specific project approval activities, airline and other tenant approvals, project funding, environmental processing activities, land acquisition activities, agency coordination, and public coordination activities.

- **Financial Feasibility Analysis:** This last required element details the availability of funding for the recommended projects, and it should be developed concurrently with the facilities implementation plan and the CIP. This analysis includes preparation of a CIP funding plan as well as a review of the airport’s financial structure, airline use agreements, and leases, and an analysis of its historical cash flow.

### **5.2.2 Project Formulation and Scope of Work**

An initial project scoping meeting is conducted between the airport sponsor and BOA to review the general scope of work, potential study needs, and budgetary estimate. BOA will also advise the airport sponsor on consultant selection procedures as necessary. A schedule for important action dates, as included in the Tentative Allocation letter, should be completed and submitted to BOA. This meeting should be conducted for all proposed ADP-funded planning projects.

### **5.2.3 Project Kick-off**

Once the airport sponsor and consultant have received the notice to proceed to initiate work on the project, a kick-off meeting is held with the airport sponsor, consultant, BOA, and other interested parties such as technical and citizen advisory committees, if applicable. The purpose of the kick-off meeting is to discuss relevant project issues such as airport sponsor obligations and requirements, study format and objectives, key milestones for reports and meetings, and potential advisory committee members.

### **5.2.4 Interim Report Reviews**

Interim reports and drawings required by the scope of work are submitted to BOA for review and comment during BOA-funded planning projects. BOA reviews the submitted documents for consistency with the work scope and all applicable planning and design standards.

BOA submits its comments on the draft report and drawings to the airport sponsor. The airport sponsor usually requests that its consultant prepare responses to BOA’s comments. At key points during the study (i.e., after completion of interim reports), meetings are held in accordance with the scope of work. These meetings should be documented and the meeting minutes prepared and distributed to all participants and interested parties.

### **5.2.5 Approval Actions**

Specific approval of the forecasts, design aircraft, selected site/alternatives, ALP, and environmental findings must be obtained before the airport sponsor can proceed into the next phase of the study. Although there is no approval action regarding the

recommended alternative, BOA concurrence is required on the selected alternative before proceeding with the next phase of the study.

### **5.2.6 Review and Coordination of Draft Final Documents**

The following reports and drawings must be submitted to BOA for review when a draft final format of the project is completed:

#### **Airspace Review**

After all ALP drawing set comments have been addressed to BOA’s satisfaction, the airport sponsor provides seven ALP drawing set copies to BOA for airspace review by FAA. All FAA comments must be addressed by the airport sponsor before BOA will conditionally approve the ALP.

#### **Final Documents**

After BOA authorization to finalize the study documents, an electronic copy of the final report and executive summary are delivered to BOA on a compact disk (CD) in Microsoft Word or fully compatible format as well as in a pdf format. All drawings are provided to BOA on CD as full size (22-inch by 34-inch) prints and in AutoCAD format (or fully compatible format) and pdf format, along with 11 printed sets for conditional approval and one reproducible copy. The drawings can be developed in full color with the approval of BOA.

BOA will then conditionally approve the ALP. Three signed ALP sets and Master Plan reports are retained on file by BOA as the official Airport Layout Plan. BOA distributes the remaining copies of the ALP to the airport sponsor and FAA.

Proposed structures shown on the ALP are usually conceptual in nature and approved in plan view only. The ALP will not be of sufficient detail to include specific information such as heights, construction materials, and exact locations of proposed structures. Once the specific information regarding proposed structures is known and the construction of this structure is imminent, [FAA Form 7460-1](#), “*Notice of Proposed Construction or Alteration*” for federal review, and form [PA AV-57](#) or FAA Form 7460-1 should be filed with BOA.

### **5.3 Environmental Projects**

Actions undertaken at airports which are obligated to comply with FAA grant assurances must undergo an environmental review as a condition of funding. Projects approved for federal aid are required to comply with the requirements of the National Environmental Policy Act of 1969 ([NEPA](#)) as well as all other state and federal regulations designed to protect natural, historical, cultural, and archaeological resources. Guidance may be found in DOT/FAA Orders [1050.1E](#), “Policies and Procedures for Considering Environmental Impacts,” and [5050.4B](#), “National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions.”

NEPA created the President's Council on Environmental Quality, which sets forth the policy and procedures required for systematically reviewing—and formulating detailed statements on—actions that will significantly affect the environment. The environmental impacts of proposed actions are determined based on appropriate environmental considerations at the project planning level and are assessed and considered concurrently with initial planning, development, or site considerations. An environmental review indicates whether the proposed action will significantly affect the human environment with respect to specific environmental impact categories.

Considering a proposed action's environmental effects involves a number of steps that begin with the airport sponsor. To assist with this process, BOA has adopted standardized environmental evaluation forms developed by the FAA Eastern Region. These forms guide airport sponsors in evaluating proposed projects and documenting the potential for environmental impacts. Two standard environmental evaluation forms are used to document the evaluation of potential impacts of actions anticipated to be exempt from Environmental Impact Statement level documentation requirements.

- [FAA Eastern Region Airports Division Categorical Exclusion Form](#)
- [FAA Eastern Region Airports Division Short Environmental Assessment Form for Airport Development Projects](#)

A sufficient knowledge of the environmental features of the airport and surrounding area must be attained prior to preparing the environmental evaluation forms. The airport sponsor or its consultant should develop an environmental baseline/overview and identify potential environmental impacts of the proposed project. The best sources of environmental information are jurisdictional federal, state, and local resource agencies responsible for protecting these natural resources, the preparer's field observations, and previous environmental documents or research.

Although the environmental evaluation forms fulfill the requirements of NEPA, these documents are to be used in conjunction with applicable orders, laws, and guidance documents, and in consultation with the appropriate resource agencies.

It should be noted that the environmental determination of a project does not relieve the airport sponsor of complying with other applicable state and local laws and regulations that might require a permit, license, or other approval. For example, many construction projects require an erosion control and sedimentation plan. This plan would be developed and approved by the appropriate agencies independent of the environmental review status of the project.

It is also possible that environmental issues arise during construction. In this case, the airport sponsor is required to take appropriate action to comply with applicable state and local laws and regulations. It is PennDOT's responsibility to evaluate the environmental review of the project and to determine whether the project qualifies for state funding. BOA requires the airport sponsor, as part of the grant process, to prepare the basic environmental review information. No state or federal funds may be released for final design and construction until a satisfactory environmental finding has been made. Contact the [BOA Environmental Manager](#) for questions pertaining to this process.

### 5.3.1 Environmental Requirements

Any federal actions which require an environmental evaluation will also require the BOA's approval. All federal actions fall into one of three categories:

- Projects that are granted a Categorical Exclusion from further environmental study ([1050.1E](#) paragraphs 307-312 and [5050.4B](#) Chapter 6).
- Projects that require an Environmental Assessment (1050.1E paragraph 401 and 5050.4B Chapter 7).
- Projects that require an Environmental Impact Statement (1050.1E paragraph 501 and 5050.4B Chapter 9).

**Categorical Exclusion (CE)** – Actions or projects that do not individually or cumulatively have a significant effect on the human environment.

**Environmental Assessment (EA)** – Prepared for actions that do not qualify for a CE and do not appear to have significant impacts that would require an Environmental Impact Statement. If it is determined, following the preparation of the environmental assessment, that the proposed action will not have a significant impact on the environment, a [Finding of No Significant Impact](#) (FONSI) will be prepared. The FONSI must list conceptual mitigation measures that are part of preferred alternatives.

**Environmental Impact Statement (EIS)** – An EIS is prepared for proposed major federal actions or projects significantly affecting the environment. Following the review period prescribed by the EIS process, a [Record of Decision](#) (ROD) will be issued. The ROD states what the decision was, identifies all alternatives considered, and states whether all practicable means to avoid or minimize environmental harm from the selected alternative have been adopted. Mitigation and ongoing monitoring programs are often required. A project may proceed after ROD approval has been granted.

The EA or EIS are essential documents required for the eventual evaluation and approval of an Airport Layout Plan (ALP). It is important for the airport sponsor to know that NEPA considers the cumulative effects from environmental concerns that might have been identified in the EIS.

### **5.3.2 Environment Assessment and Audit**

It is imperative for the airport sponsor to maintain compliance with NEPA; this is why a periodic review or audit of the airport's overall environmental compliance program is so important. The depth of analysis undertaken during an environmental assessment must be sufficient to ensure that the airport is not assuming any significant liability.

Facing the global concerns of sustaining compliance with environmental policies and regulations, airport sponsors are encouraged to use comprehensive Environmental Management Systems (EMS). Guidance to develop an EMS can be found in the FAA Advisory Circular 150/5050-8: [Environmental Management Systems for Airport Sponsors](#). An EMS can be defined as a business management practice used as a strategic plan concerning environmental manners. The development of an EMS can require the work of a specialized consultant, who generates principles of process control in order for the development of an airport to fully comply with environmental laws and regulations. EMS are usually developed from the data and information listed in the EIS.

### **5.3.3 Environmental Enforcement**

Environmental enforcement involves federal, state, local, and tribal governments working together to enforce environmental laws. States are primarily charged with administering enforcement actions under their delegation agreements with EPA. It is the EPA's policy to respond to every violation in a manner appropriate for the seriousness or circumstance of the violation. The range of responses includes:

- An informal response such as notice of non-compliance
- Formal administrative responses requiring the respondent to take correctives actions within a specific time frame
- Civil judicial responses such as lawsuits
- Criminal judicial responses

Airport sponsors should adopt a good strategy and routinely update any environmental document that systematically addresses all major areas of an airport's domain in order to minimize liability resulting from environmental concerns.

### **5.3.4 Sustainable Development**

The concept of sustainable development is rooted in the global concern for socioeconomic policy, environmental factors, and business policy. The Transportation Research Board (TRB) stated in 2005 that airport sustainability was "meeting the transportation needs of the present without compromising the ability of future generations to meet their needs." The TRB added that airport sustainability was "a holistic approach to managing an airport so as to ensure the integrity of the economic

viability, operational efficiency, natural resource conservation, and social responsibility of the airport.” As a business theme, sustainable development is often considered “going green.” Several organizations are offering accreditations, best practices, and assistance for sustainable development and “green airports:”

- Clean Airport Partnership, Inc. – Green Airport Initiative
- American Association of Airport Executives – Environmental Watch
- Federal Aviation Administration – Airport Environmental Program
- Green Building Certification Institute (GBCI) – Leadership in Energy and Environmental Design (LEED)

The following entities offer guidance related to sustainable development at airports:

- The U.S. Green Building Council
- The Airport Cooperative Research Program (ACRP)
- The Global Reporting Initiative (GRI)
- Airport Council International – Worldwide Airport Environmental Initiatives Tracker File

### **5.3.5 Airport Noise**

Most types of projects reducing airport noise or mitigating its effects in the airport’s surroundings are eligible for federally authorized funding through the Airport Improvement Program (AIP) and the Passenger Facility Charge (PFC) program. However, to be eligible under the AIP, noise projects must be part of the airport’s noise compatibility program.

#### **Projects Funded Under the Airport Improvement Program**

The types of noise-related projects eligible for AIP funding include developing information to prepare planning and noise compatibility program documents, acquiring land, acquiring air rights or other easements, purchasing noise-monitoring equipment, constructing noise barriers, soundproofing buildings, and construction or expansion of runways and taxiways enable flights to avoid flying over densely populated areas. Federal appropriation law prohibits the use of AIP funds for studies, maps, or environmental impact analyses needed to implement flight procedure changes made to reduce noise.

The FAA sets priorities in determining which projects are eligible for funding; they principally use the project’s guidance on land use compatibility and the national priority system. When a project is included in an airport’s noise compatibility program, the FAA gives priority to projects located in areas where noise exposure levels are 65 decibels and higher. The FAA formula ranks projects by assigning points for each of these four factors:

- The project’s purpose
- The size of the airport
- The project component
- The projects type

### **Projects Funded Under the PFC Program**

The PFC program can fund certain projects costs that are ineligible for AIP grants. The statutes define eligible types of noise-related projects under the PFC program as anything eligible for AIP funding. However, noise-related projects funded by the PFC program do not have to be a part of an FAA-approved noise compatibility program. Despite this statement, the FAA requires airports to demonstrate that the projects will provide noise reduction or mitigation and would qualify for inclusion in a noise compatibility program. Furthermore, the PFC funds may be used to pay the financing costs for an approved project and the nonfederal share of projects funded with AIP grants.

---

## **5.4 Design Projects**

### **5.4.1 Pre-Design Conference**

Pre-design meetings are the initial meetings between the airport sponsor, their consulting engineer, BOA and the FAA, if applicable, for airport development projects. The purpose is to discuss the work necessary to complete the project, including the design approach, methods, eligibility, safety considerations, and other aspects necessary for successful design and management of a BOA-funded project.

Attendance at the pre-design conference by the BOA Regional Project Manager is critical to successful project design. It is an opportunity to address any scope changes, and to determine eligible versus ineligible work items and establish the project schedule. The scope of work must be consistent with the scope of the grant.

The airport sponsor is responsible for scheduling the conference, developing the agenda, notifying the interested parties at least two weeks in advance, and conducting the conference. The BOA Regional Project Manager and Safety Specialist can provide the airport sponsor with a list of typical meeting agenda items. The airport sponsor needs to follow the guidance of the [FAA Advisory Circular AC 150/5300-9B](#), "Pre-design, Pre-bid, and Pre-construction Conferences for Airport Grant Projects."

Pre-design meetings should be held in the design phase, after the airport sponsor has received a Tentative Allocation letter and the consulting engineer has completed some preliminary site investigation and design for the project. The airport sponsor's consulting engineer should complete an environmental overview of the site and the project to determine environmental impacts.

At the pre-design meetings, the BOA representative discusses the schedule for any interim design reviews with the airport sponsor's consulting engineer, and determines when (what percentage complete) design documents will be forwarded to BOA, along with any required certifications. These reviews should be consistent with the scope of work included in the Engineer's Agreement. However, additional reviews may become necessary due to unforeseen or special circumstances.

Meeting minutes should be typed and distributed to attendees by the airport sponsor or consulting engineer, and should include a schedule of important action dates. Meeting minutes should be e-mailed (if possible) to the BOA Regional Project Manager within two weeks of the meeting.

### **5.4.2 75% Complete Submission**

The BOA Regional Project Manager should attend a 75% complete design review meeting or review a 75% complete design submission. The 75% complete submission review gives the Regional Project Manager the opportunity to assess important issues

such as the phasing plan, safety plan, and technical design. The 75% complete submission will include a preliminary Engineer's Report and cost estimate, along with a review of any scope changes.

### **5.4.3 Engineer's Design Report**

An Engineer's Design Report is required for each BOA-funded airport development project as established in the consulting engineer's scope of work. The responsibility for project design in conformance with FAA and/or PennDOT standards and requirements rests with the airport sponsor and its consulting engineer. The Engineer's Design Report consists of a general analysis of the project, the reason for the design choices, an explanation of the basis for modification to the standards (if the modification has not been previously approved), and a detailed cost estimate for each line item.

All modifications to standards must be clearly stated and justified in the report. The justification should show that the proposed modification would provide an acceptable level of safety, economy, durability, and workmanship. In addition, the cover letter transmitting the Engineer's Design Report to BOA should highlight any modifications that require approval.

BOA, and FAA as appropriate, will review and approve or disapprove these modifications to standards. Modifications not approved by BOA/FAA will not be eligible for grant funding. BOA will provide the necessary forms/instructions needed to process these requests on an as needed basis. Concurrence with a modification to a standard is applicable to the specific project only, and is not a blanket approval for the variation.

The Engineer's Design Report should address the following items:

1. **Project Data:** City, state, airport name, project number, and date of report.
2. **Site Information:** Location in relation to community served, railroads, highways, rivers, and any available public facilities that might have a bearing on project construction.
3. **Description of Work:** Scope of proposed development and how it fits in with ultimate development. Discuss problems expected to be encountered and available alternative solutions, and properly support recommended solutions. Explain any variances between the original data sheets and the final proposed project.
4. **Vertical Alignment and Transverse Grades:** Discuss profile, longitudinal and transverse grades selected, and reasons for design choices. Indicate whether or not the grade selected will meet line-of-sight standards.
5. **Condition of Existing Pavement:** Include a complete description of the condition of existing pavement, with photographs, if available. Describe problems the airport sponsor is now having and the apparent causes. Describe in detail

whether the work involved is rehabilitation, strengthening, maintenance, or all three. Describe corrections to be made to damaged areas and overlay recommended for strengthening.

6. **Subsurface Conditions:** Describe unusual subsurface conditions such as high or perched water tables, swampy areas, etc.
7. **Summary of Test Data:** Summarize and analyze test data and evaluate results obtained. Indicate whether additional testing is recommended.
8. **Pavement Design:** Include FAA Form 5100-1 or applicable PennDOT Form and give any unusual design features and equivalence used where overlay is involved.
9. **Site Preparation:** Explain unusual grading and drainage problems expected to be encountered and recommended solutions.
10. **Bulletins and Advisory Circulars:** List FAA Advisory Circulars and PennDOT publications used in developing the design.
11. **Drainage Design:** Explain drainage criteria used, including an explanation of drainage districts and off-site drainage impact on the design. Include drainage computations in the report.
12. **Structural Design:** Provide design loading and assumptions for structures such as vaults, bridges, tunnels, culverts, retaining walls, etc.
13. **Lighting:** Explain the engineer's choice of equipment for lighting design. Discuss any unusual features or problems and solutions. Include power demand, availability, and source.
14. **Marking:** Explain the reason for the type of runway marking proposed.
15. **Turfing:** Explain choice of turfing, including decisions regarding cover crop, seeding, possible use of local resources rather than contractors, and results of consultations with local agricultural agencies.
16. **Modification to Standards:** Discuss design of construction features that vary from standards, giving advantages of deviation, especially from cost/benefit standpoint. Explain alternative solutions studied and how the best solution or deviation was arrived at.
17. **Sequence of Construction:** Discuss sequence of construction and its effect on airport operations and aircraft safety.
18. **Sources of Material:** Discuss material sources by type with approximate cost.

Also, discuss items such as airport sponsor-furnished materials, water for construction, power, etc.

19. **Availability of Contractors:** Discuss local, state, or out of state contractors who might be available and interested in bidding the work. A list of contractors to whom bid advertisements will be sent should be included. Discuss availability of contract equipment and resources, including proximity of asphalt plant, where appropriate, which would be capable of producing materials meeting specification requirements.
20. **Non-BGP or ADP Items:** Description of non-BGP or ADP work and separation from BGP/ADP work.
21. **Work by Others:** Identify and give details regarding work to be done by others, such as utility companies, airport sponsor's forces, or other non-contractor work.
22. **Engineer's Estimate:** The consulting engineer's cost estimate should preferably be included as a part of the engineer's report. If it is included as a separate item, it should be attached to the engineer's report. Non-ADP work should be shown under a separate schedule.
23. **Environmental Consideration:** The consulting engineer should have obtained a copy of the final approved project environmental statement. The consulting engineer should review in detail the environmental finding to determine that all certifications are satisfactorily carried out in design of the plans and specifications. The Engineer's Report should address the proper actions taken to satisfy the environmental requirements.
24. **Contract Time:** Include a discussion of contract time. BOA considers the calendar day to be the basic unit of contract time. If the engineer wishes to change to a different unit of time or modify the definition of calendar day, he should include his definition and reasons in this report (See section 5.4.3).
25. **Liquidated Damages:** Discuss the calculated rate of liquidated damages and the basis of selecting that amount. The figure should at minimum equal the engineering charges for resident inspection and general supervision.
26. **Construction Inspection and Testing:** Discuss required construction inspection forces, and material sampling and testing requirements.
27. **Other Items:** Address in the report as necessary.

If an airport sponsor (or its consulting engineer) does not submit an Engineer's Design Report in a timely manner, or if no report is received, the following actions will be taken by BOA as appropriate:

- The cost of the report will be deleted from the eligible engineering fee.

- The cost of necessary changes to correct unapproved modifications to standards included in the design will not be eligible for BOA participation.

#### **5.4.4 Modifications to Design or Construction Standards**

A timely Engineer’s Report will allow BOA to review and coordinate the design rationale, assumptions, standards, and modifications early in the design phase, and allow the engineer to make revisions without delaying the schedule.

##### **Modification of Airport Design Standards (MOS)**

The following steps should be taken for MOS approval:

- Airport sponsor forwards request to BOA.
- BOA action office reviews and transmits the MOS request, with its recommendation, through the FAA Eastern Region.
- The MOS action is transmitted from FAA Eastern Region to BOA.
- BOA forwards the FAA MOS determination to the proponent, updates the ALP, and includes a copy in project file.

BOA will review modifications to current construction standards and respond with comments and approval or disapproval of construction standards as appropriate. Construction options that are not known at the time of the Engineer’s Report or additional proposed modifications from standards must be submitted as a supplement to the Engineer’s Report.

---

## **5.5 Construction Projects**

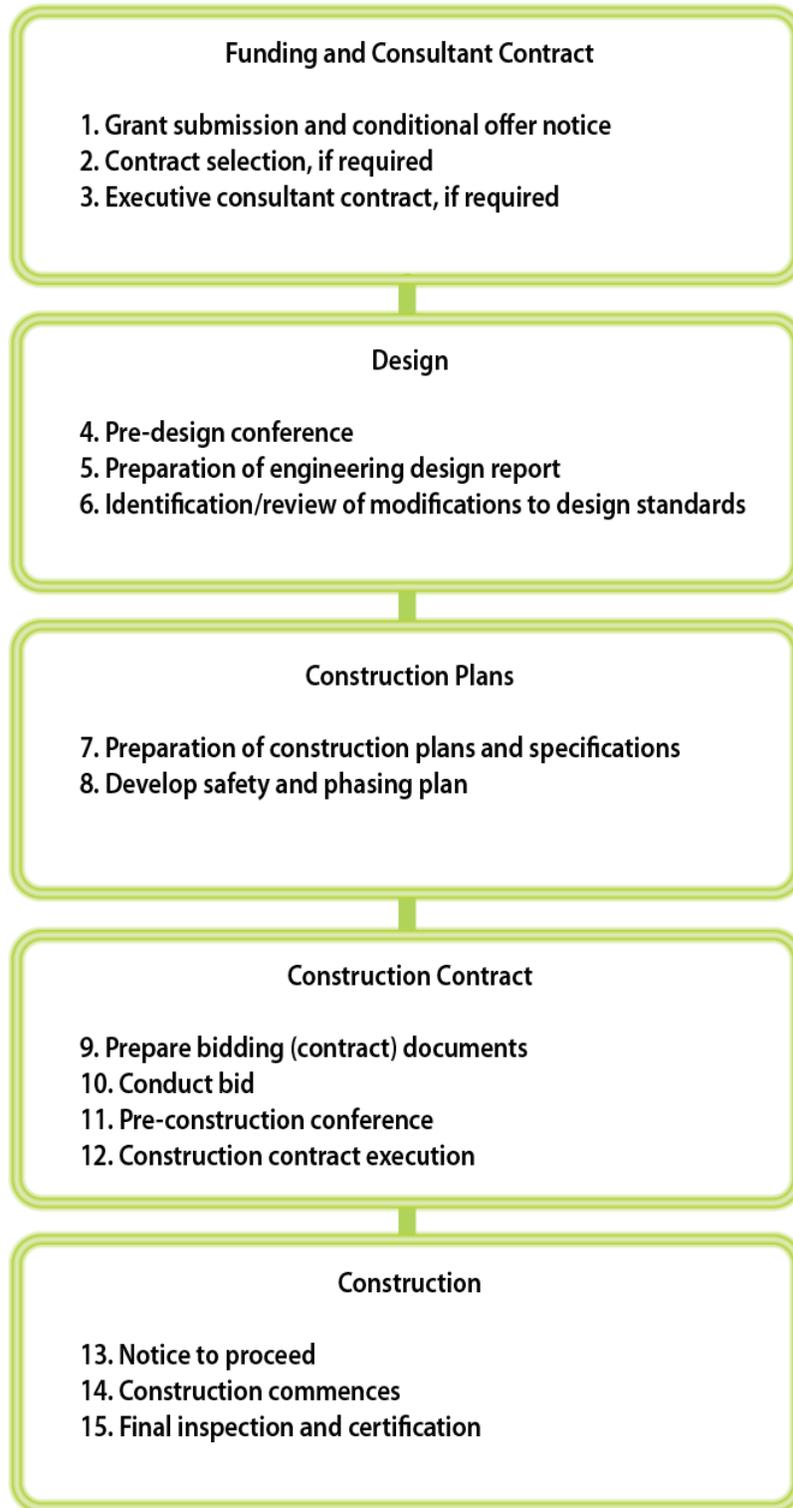
After receipt of the Tentative Allocation letter, the airport sponsor should focus on developing plans and specifications and obtaining the necessary contractor services for construction. Bidding process and contract requirements are discussed in section 5.5.3.

The Design and Construction Project Checklist ([Appendix 8.4.2](#)) has been compiled to help airport sponsors follow the steps in design and construction projects. Not all steps on the checklist are necessarily required for each project; certain projects may require steps not shown on the checklist. Checklist use is not required, but is recommended to help airport sponsors manage projects. The checklist is intended for use with the following types of projects:

- Runway rehabilitation and construction
- Taxiway rehabilitation and construction
- Apron rehabilitation and construction
- SRE buildings
- Fuel facilities
- Hangars
- ARFF buildings
- Terminals
- RW/TW lighting
- NAVAIDS
- Obstruction removal
- Lighting and marking of obstructions
- Storm water management
- Access roads
- Utilities
- Waste water treatment plants
- Environmental mitigation projects
- Beacons
- Airfield marking
- Fencing
- AWOS

The following flow chart presents the steps taken in a typical construction project:

## Typical Construction Project Flow Chart



Note: NEPA Clearance must be granted prior to final design/  
construction commencing.

### 5.5.1 Construction Plans and Technical Specifications

One set of final plans and specifications is submitted to BOA for all funded development projects, after these documents have been completed and all outstanding comments have been addressed, as discussed in section 5.5.3. Additionally, BOA's Airport Sponsor Certification for Project Plans and Specifications must be completed and submitted ([Appendix 8.3.4](#)).

The plans and specifications are incorporated by reference into the grant agreement and become part of the agreement. The specifications not only address the technical specifications for construction, but also include general, labor, and equal employment opportunity provisions, as discussed in section 5.5.3.

### 5.5.2 Safety and Phasing Plans

The standard of operation for all projects is to maintain a safe work environment for employees and the general public. There are three specific instances in which to consider safety:

- Safety Prior to Construction
- Safety During Construction
- Safety After Construction

#### **Safety items to consider prior to construction:**

1. Develop a Safety and Phasing Plan in conformance with [FAA AC 150/5370-2E](#), "Operational Safety on Airports during Construction," and include the plan in the design documents. This item should be discussed at a pre-design meeting.
2. A Safety and Phasing Plan should consider impacts to the following:
  - FAA Air Traffic Control (ATC)
  - FAA Navigational Aids (NAVAIDS)
  - Airlines
  - Air National Guard/Army National Guard operations
  - Airfield operations
  - Part 77 Surfaces
3. FAA Airspace Determination following the submission of an FAA Form [7460-1](#), Notice of Proposed Construction or Alteration
4. Coordination with FAA/BOA/Owner/ATA/Airlines/Tenant
5. Identify individual responsible for maintaining Notices to Airmen (NOTAMS)

#### **Safety items to consider during construction:**

1. Coordination during construction is a key element and may be maintained using the following approaches:
  - Pre-construction meeting

- Owner/Tenants/Operations/FAA ATC/AF coordination meetings
- Airlines/cargo coordination meetings
- Weekly construction meetings
- Contingency plans
- Periodic construction progress reports to FAA and/or BOA as determined at the pre-construction conference
- NOTAMS maintenance
- Implementation/follow-up of safety and phasing plans

**Safety items to consider after construction:**

1. Inspection of work prior to opening
2. Coordination with FAA/BOA/Owner/Tenants
3. Cancellation of all associated NOTAMs
4. Update of signage plans/airfield charts

### **5.5.3 Project Bid Information-Contracts**

After receipt of the Tentative Allocation Letter, the airport sponsor should focus on developing plans and specifications and obtaining the necessary contractor services for construction.

#### **Selection of Engineer/Architect or Use of Force Account**

The Engineering Design for construction projects can be accomplished through the procurement of architectural/engineering consultant services or through the use of airport sponsor's force account.

#### **Construction Plans and Technical Specifications**

One set of final plans and specifications is submitted to BOA at 100% completion of design for all funded development projects. The final construction plans, specifications and contract documents must be submitted to BOA before advertising. For federally funded projects over \$2,000, U.S. Secretary of Labor Wage Rates will apply. For state funded projects over \$25,000, State Prevailing Wage Rates will apply. Project Specifications must include the applicable wage rates. See "Labor Provisions" in section 5.5.3, Construction Contract Labor Provisions for more details.

Advertisement for bids should not commence until the plans and specifications have been reviewed and BOA comments have been resolved. All other associated agency reviews, permits, and approvals (i.e., local government, agencies with jurisdictional control such as County Conservation Districts) must also be in place prior to bidding. In lieu of pursuing formal BOA approval, the airport sponsor may utilize BOA's Airport Sponsor Certification Program ([Appendix 8.3.4](#)). Note that the airport sponsor is still

responsible for seeking and obtaining all other necessary approvals not covered by the certification program.

To use resources more effectively in administration of the BGP and ADP funding, BOA's Engineering and Planning Division will obtain and rely on airport sponsor certification of compliance with applicable statutes, regulations, and policies to the extent consistent with program goals and the need to protect the federal/state investment. All airport sponsors will follow the procedures contained in the Airport Sponsor Certification Program memorandum issued by BOA ([Appendix 8.3.4](#)).

Acceptance of an airport sponsor certification does not inhibit or limit BOA's ability to request and review documentation to ensure the accuracy of certification. These certifications are not a substitute for judgment. They will be questioned when information becomes available indicating the airport sponsor may be in noncompliance with requirements or may lack the knowledge and capability to complete an accurate certification. Under these circumstances, BOA will perform a more detailed oversight review together with an increased emphasis on educational activities. In accepting airport sponsor certifications, BOA engineering personnel retain responsibility to coordinate the proposed development project with appropriate organizational elements within BOA (i.e., planning, grants, environmental, and licensing personnel) and for reviewing safety aspects of the project. Changes made during the advertising period (by addendum) should be submitted to BOA along with any additional modifications to the contract documents. In addition to the general areas of accuracy, consistency, and clarity, the airport sponsor and his/her consultant must review the following items:

- Work shown on the contract documents must accomplish only what is included in the FYP, data sheets, and the Tentative Allocation letter or previously approved alternatives. Work not in the original project scope as presented in the data sheet and the Tentative Allocation letter, and other ineligible work, must be either clearly delineated on the contract documents or must be removed.
- The design plans and specifications must follow current FAA Advisory Circulars or PennDOT publications, as applicable, and Design Standards. Deviations must be justified in the Engineer's Design Report and approved by BOA. Specifications for materials and construction are contained in [FAA AC 150/5370-10C](#), "Standards for Specifying Construction on Airports." [FAA AC 150/5370-10C](#) also includes general provisions that must be incorporated into the specifications. These provisions address such items as award and execution of contracts, scope of work, control of work, measurement of work, and payment. All plans and specifications for work within the airport operations area must contain a section on safety during construction. This section should follow guidance included in [FAA Advisory Circular 150/5370-2E](#), "Operational Safety on Airports during Construction." The BOA Regional Project Manager can provide the applicable provisions of the FAA Advisory Circular upon request. See Section 5.5.2 for more details on development of Safety and Phasing Plans.

- BOA reserves the right not to participate in additional costs incurred due to inadequate engineering or design errors.
- Plans and specifications are incorporated by reference into the grant agreement and become part of the agreement. The specifications not only address the technical specifications for construction, but also include general labor and equal employment opportunity provisions.

The BOA Regional Project Manager has the discretion to decide whether to accept BOA's Airport Sponsor Certification for project plans and specifications ([Appendix 8.3.4](#)) in lieu of a detailed review of the contract documents or review the contract documents in detail.

### **Bidding Methods**

The Competitive Sealed Bid is the standard method of procurement for BOA-sponsored construction projects. In this procurement method, sealed bids are publicly solicited and a firm fixed price contract (either lump sum or unit price) is awarded to the responsible and responsive bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price. The invitation for sealed bids must be publicly advertised. When specified in the bidding document and as allowable, factors such as discounts, transportation costs, and life cycle costs may be considered in determining the lowest bid. If the airport sponsor determines that the bidder submitting the lowest bid is not responsive and/or responsible, BOA must review and concur in this determination. The action on the airport sponsor's determination should be documented in the project file and reviewed by the airport sponsor's solicitor. All bidding procedures must comply with local municipal law.

### **Public Advertisement Requirements**

- Formal public advertisement for bids is required for all purchases, construction, reconstruction, repairs, or work of any nature costing \$10,000 dollars or more.
- Public advertisement for bids must be published a minimum of 10 days prior to the award of any contract.
- Public advertisement for bids must appear in the nearest available newspaper of general circulation.
- Notice for bids must appear in one newspaper of general circulation, published or circulating in the municipality/county, at least three times, at intervals of not less than three days for daily newspapers or where weekly newspapers are employed, then the notice must be published once a week for two successive weeks.
- The first advertisement must be published not less than 10 days prior to the date fixed for the opening of bids.

### **Written/Telephonic Price Quotation Requirements**

- Airport sponsors are to request written or telephonic price quotations from at least three qualified and responsible contractors for all contracts between \$4,000 and \$10,000.

- Records of written/telephonic price quotes need to be kept, including, at minimum, the date of the quotation, name of the contractor, contractor's representative, subject of the quotation, and the price.
- Records of written/telephonic price quotes must be retained for three years.
- In lieu of written/telephonic price quotes, a memorandum may be kept on file showing that fewer than three qualified contractors exist in the market area within which it is practicable to obtain quotations.
- Written/telephonic price quotes are not required for purchases below \$4,000, but are encouraged as a sound business practice.

### **Penalties**

It is unlawful for airport sponsors to divide purchases into amounts less than \$10,000 for the purpose of evading bidding and contracting requirements.

Any airport sponsor who unlawfully evades the provisions of this section and who knows that the transaction is, or ought to be, part of a larger transaction, and that it is being divided in order to evade the requirements as to advertising for bids, commits a misdemeanor of the third degree for each contract entered into as a direct result. The airport sponsor shall submit to BOA, or retain for a period of three years, a certified copy of the newspaper "Legal Notice" advertisement demonstrating appropriate bidding practices.

### **Contract Bid Results**

Following the bid opening, the airport sponsor or its engineering consultant shall prepare a bid tabulation and review it for evidence of improper bidding and potential problems. One copy of the bid tabulation ([Appendix 8.3.2](#)) shall be forwarded to the BOA Regional Project Manager along with the airport sponsor's certification and recommendation to award the contract to the lowest responsive and responsible bidder. The recommendation to award must include the contractor's address, phone number, and Federal Tax Identification Number (FID), also referred to as Employer Identification Number (EIN). This information will be used to check the contractor for outstanding obligations to the Commonwealth (i.e., unpaid taxes). The BOA Regional Project Manager will respond in writing to the airport sponsor approving or disapproving the contract award. To expedite contract award, an e-mail approval may be given to the airport sponsor, to be followed by a confirming letter. The airport sponsor will generally not award the contract until after the grant offer has been made.

### **Award of Contract**

The airport sponsor advises the selected contractor in writing that its bid proposal has been accepted. This acceptance is conveyed by the issuance of a "Notice to Award" ([Appendix 8.3.2](#)). A Notice to Award is forwarded to the contractor along with information concerning arrangements for the signing of the contract. This constitutes a formal notice of bid acceptance but does not authorize the start of construction. Start of work in the field is contingent upon the parties executing a formal written agreement, bonds, certificate of insurance, conducting a pre-construction conference, and the airport sponsor issuing a "Notice to Proceed."

## **Equal Employment Opportunity (EEO); Disadvantaged, Women & Minority Owned Business Enterprise (DBE, MBE, WBE) Provisions**

See section 4.2.2 for details.

### **Execution of Contract**

After BOA concurrence in award and responsiveness by the contractor to DBE/MBE/WBE and EEO provisions, the airport sponsor and the contractor must execute the contract documents in conformance with local law and procedures. This action should normally take place after acceptance of the Grant Agreement by the airport sponsor. A copy of the executed or conformed documents must be furnished to BOA along with the required performance bond, labor, and material payment bond and insurance certificates for review prior to authorizing a Notice to Proceed. Copies of subcontractor agreements should also be made available upon request.

### **Construction Contract Labor Provisions**

**Projects with federal funding:** For a construction contract awarded by the airport sponsor that will exceed \$2,000, the contract must include provisions for the appropriate wage rates as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act. The wage rates are included in the invitation for bids as part of the project specifications and must be included in all contracts and subcontracts that exceed \$2,000. The Davis-Bacon wage rates can be found at the following website: [www.access.gpo.gov/davisbacon/pa.html](http://www.access.gpo.gov/davisbacon/pa.html). State Prevailing Wage Rates do not apply.

**For projects with state funding only, the following apply:** All contracts with an estimated cost exceeding \$25,000 must include in the specifications a provision stating the general prevailing minimum wage rates as determined by the PA Secretary of Labor and Industry, which shall be paid to perform the contract work.

- The airport sponsor must submit a request for determination of the general prevailing minimum wage rates for each contract. The form is enclosed in [Appendix 8.3.2](#). Required provisions to be included in the specifications and contracts are the general prevailing wage rates determined by Secretary of Labor and Industry.
- The contract provisions shall apply to all work performed on the contract by the contractor and all subcontractors.
- The contractor and subcontractors shall post on the job site for the entire period of construction the wage determinations and the following information:
  - Name of project.
  - Name of public body for which it is being constructed.
  - The types and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
  - The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

A statement advising workers of their rights if they have been paid less than the general prevailing minimum wage rate for their job classification or if the contractor and/or subcontractor are not complying with the Davis-Beacon Act or these regulations in any

manner whatsoever. The statement should notify workers that they may file a protest in writing with the Secretary of Labor and Industry within three months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workers paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six months from the occurrence of the event creating such right. Wages shall be paid without any deductions except authorized deductions. The contractor and subcontractor shall file a statement each week and a final statement at conclusion of the work that all workers have been paid wages in strict conformity with the provisions of the contract.

### **Contract Document Requirements**

Contract documents require Performance and Payment Bonds each for 100 percent of the contract price. Every contract for the construction, reconstruction, repair, improvement, or maintenance of public works shall contain a provision that any steel products used or supplied in the performance of the contract or any subcontracts there under shall be from steel made in the United States. The airport sponsors must provide a completed copy of the "Airport Sponsor Certification for Equipment/Construction Contracts" ([Appendix 8.3.4](#)).

### **Resident Project Representative (RPR)**

The airport sponsor's consulting engineer normally provides general observation for the construction phase of the project. Provisions should be included in the consulting engineer's contract for these services. BOA strongly recommends that airport sponsors review the RPR's qualifications. BOA will review, as appropriate, the RPR's qualifications and will disapprove an RPR who does not have sufficient experience, qualifications, or has performed unsatisfactorily on previous projects. A Notice to Proceed will not be issued until written approval is obtained. For details on RPR responsibilities, see section 5.5.6.

### **Execution of Contract**

After BOA concurrence in award and responsiveness by the contractor to DBE/MBE/WBE & EEO provisions, the airport sponsor and the contractor must execute the contract documents in conformance with local law and procedures. This action should normally take place after acceptance of the Grant Agreement by the airport sponsor. A copy of the executed or conformed documents must be furnished to BOA along with the required performance bond, labor, and material payment bond and insurance certificates for review prior to authorizing a Notice to Proceed. Copies of subcontractor agreements should also be made available upon request.

### **Notice to Proceed**

Once all contract documents have been executed, reviewed by BOA, and the Pre-construction Conference concluded (see section 5.5.4), authorization for the airport sponsor to issue a "Notice to Proceed" ([Appendix 8.3.3](#)) will be provided by BOA. A copy of the Notice to Proceed must be furnished to BOA.

### **Contract Modifications - Change Orders & Supplemental Agreements**

Contract Modifications (Change Orders and Supplemental Contractor Agreements) to approved plans, specifications, and contracts are acceptable and eligible for reimbursement under the BGP or ADP provided there is prior written approval by BOA.

### **Change Orders**

A change order is a written order by the airport sponsor to the contractor, within the rights of the airport sponsor, to make a change in the design, drawings, or specifications within the general scope of the contract. A new wage rate decision will not be required to cover the work involved in the change order. Any change that exceeds an increase or decrease of 25% of the estimated cost of the contract, or of a major item (as defined in [FAA Advisory Circular 150/5370-10C](#)) must normally be accomplished by a Supplemental Contractor Agreement.

A Supplemental Contractor Agreement covers work that is not within the general scope of the existing contract and that the contractor is not obligated to perform under the terms of the contract, or is work that exceeds the 25% limitation stated above. A Supplemental Contractor Agreement is a separate contract and requires execution by both parties with the same formality as any other contract. A new wage rate decision will be required for each Supplemental Contractor Agreement involving more than \$25,000, unless it involves work under a project for which a wage determination decision was issued and such decision has not expired at the time of award of the Supplemental Contractor Agreement. Extension of contract time, if necessary, must be justified and so specified as a part of the Supplemental Contractor Agreement.

If contract modification is required due to design error or inadequate engineering, then only the cost necessary and reasonable to accomplish the correct work will be eligible. Proposed modifications must be submitted to BOA for approval (only one original copy is required for BOA purposes) and must include the following:

- It must be signed by the contractor and reviewed and approved by the airport sponsor.
- It must include adequate documentation and justification for BOA to determine that the change is necessary and reasonable. This includes modified plans, specifications, sketches, and narrative to fully explain the reason for the modification.
- It must include a cost summary/breakdown, change in total contract cost, review of cost by the engineer and airport sponsor, and the change in performance time.

BOA will determine if the proposed modification is necessary, reasonable, and eligible for reimbursement. BOA will respond to the airport sponsor by letter advising of the approval or comments on the proposed modification. For emergency situations, the airport sponsor's consulting engineer should contact BOA for e-mail approval. The e-mail approval of modifications in emergency situations is conditional, based on the information received over the telephone. It must be followed immediately with a written contract modification as outlined above.

## **Liquidated Damages**

This section provides guidance and clarification to all airport sponsors and their consulting engineers regarding Liquidated Damages (LD) as part of construction contracts, under projects funded through BOA. [FAA Advisory Circular 150/5370-10C](#), “Standards for Specifying Construction on Airports,” contains specifications to be used for construction projects. The specifications state that for each day that any construction work remains uncompleted after the contract time (including all extensions and adjustments), the sum specified in the contract and proposal as LD will be deducted from any monies due the contractor. Accordingly, all construction contracts and specifications for BOA-funded work should contain these LD provisions.

Two key aspects of this issue are the determination of contract time and the amount of LD to be specified. The contract time is an essential part of each contract for construction on airports and should be considered carefully in the preparation of plans and specifications. In selecting the method of specifying the contract time (working days, calendar days, or a specified completion date), the primary consideration should be the impact on airport operations, should the contractor be unable to complete the work within the time specified. These considerations should be coordinated with the airport users at the pre-design conference held for the project. The amount of LD to be specified should be tailored to each contract and should be based on the cost per day incurred by the airport sponsor (i.e., resident inspection/testing, construction management services, etc.), should the contractor overrun the contract time. For large airports (where the impact on airport operations may be substantial), it may not be practical to attempt to recover all loss of revenue through LD. Consequently, the amount of LD specified must be balanced so that it does not significantly impact the bidder’s price.

Generally speaking, contract time is based on “working days” when completion is not critical to operation of the airport. As the impact on airport operations increases, the use of “calendar days” will give more control. Use of a “specified completion date” should be used only in cases where the construction operations require long-range rescheduling of airport operations. Also, generally speaking, the amount of LD would be greater for a “calendar day contract” than for a “working day contract” and would be greatest for a “specified completion date contract.” The justification and backup leading to the determination of contract time and LD rate is to be maintained in the airport sponsor’s project files. Any changes in contract time during the course of the project must be documented through an approved change order or supplemental agreement with appropriate justification. Any decision to waive the assessment of LD must first be presented to BOA for approval, along with all appropriate justification.

### **5.5.4 Pre-Construction Conference**

A pre-construction conference must be held prior to the effective date of the Notice to Proceed on all construction contracts to assure that the airport sponsor, contractors, and airport users understand all applicable construction and contract requirements. The airport sponsor’s consulting engineer must schedule the conference and give all parties sufficient notice. The airport sponsor is responsible for the meeting agenda. The BOA Regional Project Manager and Safety Specialist can provide the airport sponsor with

items that can be included on the meeting agenda. The airport sponsor shall follow FAA Advisory Circular [AC 150/5300-9B](#) (or most current), "Pre-design, Pre-bid, and Pre-construction Conferences for Airport Grant Projects."

The airport sponsor’s engineer usually conducts the pre-construction conference. The consulting engineer, or airport sponsor, records and distributes minutes of the conference no later than two weeks after the conference. If possible, minutes from the meeting should be e-mailed to the BOA Regional Project Manager. It is important that the following personnel attend and participate in the conference:

- A representative of the airport sponsor.
- The airport manager, or operations officer, and Air Rescue firefighting personnel, where applicable.
- The Project Manager\Engineer for the airport sponsor’s consulting engineer.
- The Resident Project Representative who will be on site during construction.
- The contractor’s and subcontractor’s superintendents.
- The testing lab representative, as appropriate.
- Airport users, including:
  - FBOs, where applicable.
  - Airline station managers, where applicable.
  - An Air Transport Association (ATA) representative, where applicable.
  - Military representative, where applicable.
  - Airport user’s association representative.
- FAA representatives, where applicable.
- BOA Regional Project Manager.

The pre-construction conference should follow an agenda comprised of the following topics.

- Scope
- Agenda
- Airport Sponsor/Consulting Engineer/Contractor/Funding Agency Responsibilities
- Execution of Contract
- Insurance Requirements (PennDOT will not be required to be listed as “additional insured”)
- Project Staffing
- Civil Rights Requirements
- Subcontracting Approvals
- Material/Supplier Approvals
- Inspection and Testing Procedures
- Project Schedule
- Limits of Work
- Utilities (invite impacted utility companies)
- Water Supplies/Usage
- Project Estimates (dollars/time)
- Maintenance of Traffic (on-airfield and off-airfield)
- Safety
- Environmental Considerations and Mitigation

- Labor Compliance
- Unique Special Provisions (responsibility for issuance of NOTAMS)

### **5.5.5 Notice to Proceed**

After all contract documents have been executed and reviewed by BOA, and the Pre-construction Conference has concluded, authorization for the airport sponsor to issue a “Notice to Proceed” will be provided by BOA. A copy of the Notice to Proceed must be furnished to BOA.

### **5.5.6 Resident Project Representative (RPR)**

The airport sponsor’s engineer normally provides general observation for the construction phase of the project, and the airport sponsor must assure that the RPR provides the full-time observation needed, as applicable, during the project. Adequate construction oversight is one of the most critical elements for effective project management. These services may be included as a part of the engineering contract or may be provided separately by the airport sponsor. The RPR’s major responsibilities are to:

- Monitor performance of the contractor, require correction of work that does not meet requirements of plans and specifications, and to report serious problems to the airport sponsor and consultant.
- Determine test locations, coordinate and observe testing.
- Interpret plans and specifications.
- Resolve minor problems.
- Maintain project records.
- Review and approve requests for payments to the contractor.
- Conduct day-to-day construction observations.
- Prepare Construction Progress and Inspection Reports, BOA or FAA Form 5370-1, where applicable, and submit to BOA as stipulated by the Regional Project Manager at the pre-construction conference.
- Maintain a Resident Project Representative’s diary on a daily basis.
- Maintain up-to-date records on quantities of work performed and quantities of materials in place. Assure that quantity measurements are made in accordance with the contract method of measurement requirements.
- Ensure the airport sponsor is provided weekly contractor payrolls for periodic review in conjunction with the airport sponsor periodic interviews of the contractor’s work force, to determine if correct wages are being paid. Also report any complaints received in this regard.
- Contact the airport sponsor’s consulting engineer for advice and assistance when needed and when major problems arise.
- Recommend to the airport sponsor’s consulting engineer when a change order or supplemental contractor agreement is required.

The quality control of the work is the responsibility of the contractor; however, it is the RPR’s responsibility to ensure that the contractor is following his approved quality control plan and performing in accordance with the plans, specifications, and sound

engineering practice. Construction that does not conform to the approved plans and specifications cannot be accepted for funding participation under the project.

The progress report ([FAA Form 5370-1](#)) that is submitted (e-mailed) to BOA must contain a testing summary, necessary retest, and complete project information. The Regional Project Manager will set the frequency for progress reports at the pre-construction conference. Timely and accurate project records must be maintained on site at all times. For multiple contracts, the RPR must keep separate records for each contract. This includes daily project log (diary), up-to-date plans for “Record Plan” purposes, review of certified payrolls, acceptance test results, etc. BOA reserves the right to review these records during site visits or request copies.

### **5.5.7 Construction Management Procedures**

The airport sponsor is responsible for monitoring engineering and contractor performance during the project to assure that time schedules are being met, performance goals are being achieved, and there is compliance with all terms and conditions of the contractual agreements. The airport sponsor must also:

1. Notify BOA of conditions or events that may delay or accelerate accomplishment of the project. If delay is anticipated, a statement of actions taken or contemplated must be included with the notification.
2. Notify BOA whenever the project costs are projected to over or under run by more than \$5,000 or five percent (5%) of the grant agreement amount, whichever is greater.
3. Notify BOA when faulty design or construction is discovered and take the following action:
  - a. Determine the cause of the problem
  - b. Require the contractor to correct deficiencies
  - c. Periodically report progress of the contractor's efforts to correct deficiencies
4. Submit any proposed change order or supplemental contractor agreements to BOA for approval, prior to execution by the airport sponsor.

The following areas will be monitored by BOA during construction of funded projects:

1. Job Mix Formulas (JMF) must be reviewed and approved in writing by the airport sponsor's consulting engineer. A copy of the approval and JMF must be submitted to BOA for the project files. (BOA will not routinely request review of the JMF prior to approval, but retains the option on a case-by-case basis).
2. The RPR must review the acceptance test results and a summary included in the progress report (BOA or [Form 5370-1](#)). The test results must be retained on site

for the duration of the project. Copies of acceptance test results must be submitted to BOA before final acceptance.

3. The contractor’s quality control plan must be reviewed and approved by the airport sponsor’s consulting engineer before the contractor begins significant work. The plan must be retained on site by the RPR, who must verify that the contractor is following the plan.
4. The BOA Regional Project Manager will make occasional visits to the site. In addition to reviewing the progress, safety phasing precautions, and contractor methods, the following items will be checked:
  - a. The status of NOTAMs concerning construction.
  - b. Adequate erosion and dust control measures in place.
  - c. RPR records accurate and up-to-date, including daily diary entries, test results, certified payrolls to-date and on-site “Record Plan” drawings.
  - d. Wage rates and EEO information posted.
5. If the BOA Regional Project Manager finds significant deficiencies with the performance of the contractor or RPR, he will notify the airport sponsor and require that the problems be corrected.
6. The project manager for the airport sponsor’s consulting engineer must make regular site visits as outlined in the Basic Services of the engineering agreement. These site visits must be documented by a report to the airport sponsor stating the project status and deficiencies or problems noted, with a copy sent to BOA.

### **5.5.8 Stop Work Orders**

Because of weather or other conditions affecting the quality of work, an order to the contractor to either stop work or resume work may have to be issued by the airport sponsor or their authorized representative, such as the RPR. Stop work orders do not require BOA approval. However, a copy of each order should be sent to BOA.

### **5.5.9 Final Inspections and Certification**

A final inspection is required for all development projects. The RPR and airport sponsor’s engineer must review the project before scheduling the final inspection to be sure the contractor has completed the work. The engineer must schedule the final inspection well enough in advance (approximately two weeks) for the involved parties to attend. Recommended attendance includes:

- Representative of the airport sponsor and/or airport management.
- Airport sponsor’s consulting engineer and RPR.
- Representatives of the FAA (where applicable).
- Contractor (possibly major subcontractors).
- BOA Regional Project Manager and Aviation Specialist.

All elements of the project construction will be closely checked, including safety items such as marking, lighting, and signage. The following records or summary of this information must be available for review:

- A summary of acceptance test results, including penalties, bonuses, etc.
- A record of the contract performance time and liquidated damages incurred or extension granted.
- A financial summary of the total expected costs by category (for example, administrative costs, engineering costs, construction, etc.)

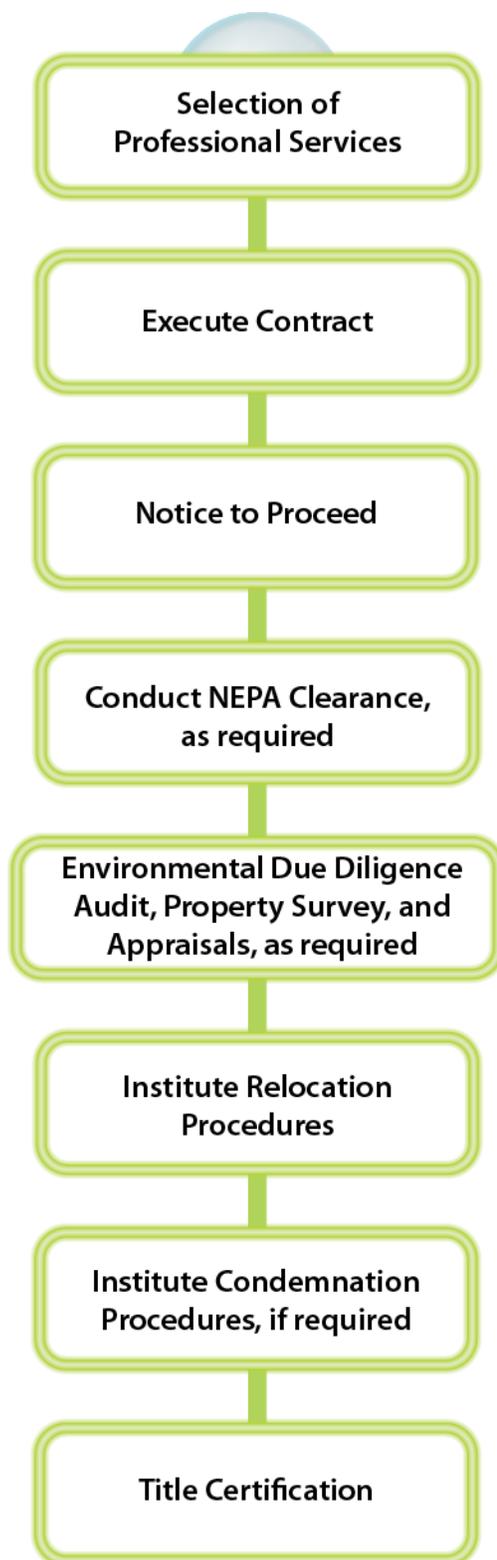
The airport sponsor’s engineer is required to prepare a final inspection report listing all contract deficiencies, testing summary, contract time summary, and attendees at final inspection, and submit a copy to BOA no later than two weeks after the inspection. The airport sponsor should also submit a completed copy of “Airport Sponsor Certification for Construction Project Final Acceptance,” ([Appendix 8.3.4](#)). At the time of the completion of all the corrective work required as a result of the final inspection, the engineer must advise BOA in writing that all punch list items noted at the final inspection have been satisfactorily completed. Prior to the final project payment reimbursement and closeout by BOA, the airport sponsor must submit a signed copy of “Acceptance of Construction Work by Airport Sponsor” ([Appendix 8.3.4](#)) to BOA.

## 5.6 Land Acquisition – Land Release

The following source documents are available to assist the airport sponsor on procedures for land acquisition projects:

- Land Acquisition and Relocation Assistance for Airport Projects – [FAA Order 5100.37B](#)
- AIP Handbook (Chapter 7) – [FAA Order 5100.38C](#)
- Airport Environmental Handbook – [FAA Order 5050.4B](#)

## Typical Land Acquisition Project Flow Chart



- Policies and Procedures for Considering Environmental Impacts – [FAA Order 1050.1E](#)
- Environmental Due Diligence Audits in the Conduct of FAA Real Property Transactions – [FAA Order 1050.19B](#)
- Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects [Advisory Circular 150/5100-17](#) (or latest version)

The contents of this section apply to the Acquisition of Real Property in Fee Simple or lesser interests (Aviation Easements) as acceptable to BOA. The Land Acquisition Project File Checklist ([Appendix 8.4.4](#)) has been compiled to help airport sponsors follow the steps in land and easement acquisition projects. Not all steps on the checklist are necessarily required for each project, and some projects may require steps that are not shown on the checklist. This checklist is applicable to all eligible land and easement grants, as well as any relocation of commercial businesses or residents. Although use of it is not required, it is recommended to help airport sponsors manage projects. Additionally, the airport sponsor must complete and submit the “Airport Sponsor Certification for Real Property Acquisition” ([Appendix 8.3.4](#)).

### 5.6.1 NEPA Compliance

The acquisition of real property must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The acquisition of land for future airport development must meet the requirements of the National Environmental Policy Act (NEPA) of 1969, as implemented by Orders [1050.1E](#) and [5050.4B](#). See Section II.D.1.c. An Environmental Due Diligence Audit (EDDA) must be completed in accordance with [FAA Order 1050.19B](#), “Environmental Due Diligence Audits in the Conduct of FAA Real Property Transactions.”

### 5.6.2 Appraisal Requirements

Unless the airport sponsor and/or BOA determine otherwise, two independent appraisals and one review appraisal are required. See [FAA Advisory Circular 150/5100-17](#) (or latest version), “Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects.” These appraisers must be on the PennDOT Pre-approved Appraiser list. All appraisals shall reflect nationally recognized appraisal standards consistent with [49 CFR Part 24](#), entitled, “Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs.” Completion and acceptance of the independent appraisals and review appraisal are required prior to negotiations with the property owner.

Eligible appraisal costs are limited to two acceptable appraisals and one review appraisal on each property. Additional appraisal costs due to airport sponsor delinquency in acquiring the property will not be eligible. The offer made to the property owner must be the Fair Market Value recommended by the review appraiser. Only under unusual circumstances will BOA concur in an increase in this amount based on administrative settlement guidance as provided in the [FAA Advisory Circular 150/5100-17](#). BOA is available to provide assistance if needed.

### 5.6.3 Relocation Assistance

The “[Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as Amended](#)” was enacted to provide for uniform and equitable treatment of persons displaced from their homes, business, or farms by federal and federally assisted programs and to establish uniform and equitable land acquisition policies for such programs. In addition to the Fair Market Value that must be paid for the acquisition of property, all persons or businesses displaced from this real property may be eligible to receive relocation payments. In order to receive Relocation Payments, persons and/or businesses must be considered displaced persons. A displaced person is one who is moved from this real property as the result of:

- A written notice of intent to acquire.
- The initiation of negotiations for acquisition.
- The acquisition of said real property.

A displaced person may be eligible to receive two kinds of relocation payments. The two types of relocation payments are:

- To cover moving and related expenses.
- To assist in obtaining a replacement dwelling.

All persons or businesses to be relocated under a project must be provided with Relocation Assistance as called for in the above legislation and detailed in [49 CFR Part 24](#). The costs incurred by an airport sponsor to meet these requirements are eligible for assistance under the grant. Examples of some eligible relocation assistance costs are:

- Advisory costs
- Moving expenses
- Preparation of feasibility studies and relocation plans
- Replacement housing payments
- Mortgage interest differentials or mortgage buy downs
- Incidental expenses in connection with the acquisition of replacement housing
- Rent supplements
- Down payments

For further information on this subject, contact your BOA Regional Project Manager.

### 5.6.4 Condemnation Procedures

Power to acquire private property for public use is known as the power of eminent domain. Most public owned airport owners have this ability that is an inherent power of the local government.

The cost of land or property interest established by the courts in a condemnation proceeding may be accepted as a reasonable cost, even though it is above current appraised value. However, if BOA has reason to believe the court award to be excessive, the airport sponsor may choose to request an appeal to the award. Attorney fees, interest, and other incidental expenditures included in a court award to landowners in a condemnation action may be included as project costs.

### 5.6.5 Acquisition and Relocation

The airport sponsor's authorized representative must proceed with negotiations with each affected property owner for the purchase of the real property interests called for under the project. Upon completion of negotiations, the airport sponsor will then execute the actual purchase of the properties and transfer of title in accordance with local law and practice. The airport sponsor is expected to acquire the property for the amount of the approved review appraisals, identified as the Fair Market Value. Any change to this amount must have concurrence from BOA in order to be eligible for reimbursement. At this time, the airport sponsor must also provide and administer relocation assistance for those persons or businesses displaced as a result of the taking. All procedures for land acquisition and relocation must be accomplished in conformance with [49 CFR Part 24](#), "Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally-assisted Programs." Finally, it must be emphasized that the airport sponsor is expected to pursue the acquisition of all properties identified in the project. Unreasonable delays will be looked upon unfavorably by BOA.

### 5.6.6 Title Certificate

Upon settlement the airport sponsor must provide to BOA a title evidence package (see [Advisory Circular 150/5100-17, Appendix 4](#)) or a title certificate, signed by the airport sponsor's attorney, in the format specified (either fee or easements), as well as a copy of the Recorded Deed for each parcel it acquired ([Appendix 8.3.4](#)). Please note that a copy of the Agreement of Sale will be needed to process any payments for land acquisition

### 5.6.7 Resources for Land Release Projects

The following source documents are available to assist the airport sponsor on procedures for land release issues:

- Airport Compliance Requirements – [FAA Order 5190.6B](#)
- Airport Improvement Program (AIP) Handbook (Chapter 7, Section 4) – [FAA Order 5100.38C](#)
- Airport Environmental Handbook (Chapter 2, Paragraph 207) – [FAA Order 5050.4B](#)

### 5.6.8 Airport Sponsor Actions for Land Release

The following actions must be completed for land release:

- The airport sponsor must submit a written request for the release of airport property.
- If the property is determined to be federally obligated, additional information will be requested and required to include a Deed of Release to properly evaluate the request. It is important to note that the request for release is subject to the approval of the FAA Eastern Region.
- The release request will also be subject to an airspace review of the proposed action. BOA will forward information to the FAA-Harrisburg Airport District Office (ADO) for circulation and a determination.

- An ALP revision showing the change in airport dedicated land shall be forwarded to BOA as soon as practical, before the land transaction is completed, to permit “pen and ink” approval.
- A revised property map showing the change in airport dedicated land shall be forwarded to BOA prior to formal release of land.
- A Categorical Exclusion Checklist must be completed and submitted to BOA for an environmental determination of the proposed usage of the released land parcel.

### **5.6.9 Sale of Land**

The disposal of airport property no longer needed for airport purposes must be disposed of at Fair Market Value (FMV) in accordance with the “[Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#).” The federal proceeds must be returned to the FAA for redeposit in the Aviation Trust Fund, and the state proceeds must be returned to the Commonwealth of Pennsylvania for redeposit in the Aviation Restricted Account. As an alternative, the proceeds may be reinvested into a future Block Grant Project.

#### **5.6.10 Title Restrictions for Sale, Lease, or Transfer of Land**

The airport sponsor shall include in any deed, lease, or other conveyance of a property interest to others the content noted in paragraph 22.25 of [FAA Order 5190.6B](#). The instrument of transfer shall include a clause that provides that “any proposed construction or alteration within the released parcel requires the submission of an FAA Form 7460-1 and a State Form AV-57 in accordance with the notification requirements of [FAR Part 77, Paragraph 77.13](#). The airport sponsor, its successors and assignees, shall prevent any use of the released land that would interfere with aircraft operations or otherwise constitute an airport hazard.” A clause shall be added to the instrument of transfer that requires the land being released be “subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes that are compatible with airport operations, including the right of flight, noise levels associated with airport operations, and height restrictions.”

#### **5.6.11 Equipment Acquisition Projects**

This section summarizes the actions to be taken for projects involving the acquisition or refurbishing of airport equipment. This section is directed at equipment acquisitions and does not address installation. Normally, equipment that requires installation is included in construction contracts and its acquisition is the responsibility of the contractor. Generally the method to be used to procure needed airport equipment is direct procurement through the development of specifications, bidding process, and contract. If professional services are required, see section 5.1.

The Equipment Acquisition Project File Checklist ([Appendix 8.4.3](#)) has been compiled to help airport sponsors follow the steps in equipment acquisition projects. Not all steps on the checklist are necessarily required for each project. Also, airport sponsors projects may require steps that are exclusive to the project and are not shown on the

checklist. This checklist is applicable to eligible snow removal equipment, ARFF equipment, maintenance equipment, and fuel trucks. Although use of it is not required, it is recommended to help airport sponsors manage projects. The flow chart to the right presents the steps taken in a typical equipment acquisition/refurbishing project.

### 5.6.12 Bid Information – Contracts

This section describes the actions to be taken for projects involving the acquisition or refurbishing of airport equipment. This section is directed at equipment acquisitions and does not address installation. Equipment that requires installation is typically included in construction contracts and its acquisition is the responsibility of the contractor. **BOA recommends that the Cooperative Purchasing Program ([COSTARS](#)) be the first option for equipment acquisition, if possible.**

Airport equipment includes, but is not limited to:

- Safety equipment, such as ARFF (Airport Rescue and Fire Fighting) vehicles. In general, these vehicles are only eligible at certified airports to meet the requirements of FAR Part 139 and at non-certified airports with scheduled air carrier operations with aircraft having over 20 passenger seats.
- Security equipment required by FAR Part 107, “Airport Security,” and the approved security plan.
- Snow and ice control equipment, such as snowplows, snow brooms, front-end loaders, etc., as identified in the airport’s approved snow removal equipment plan.
- Friction measuring devices, including self-contained and towed devices. This equipment is only eligible at commercial service airports having scheduled turbojet operations.

The general method to be used to procure needed airport equipment is direct procurement through the development of specifications, bidding process, and contract.

## Typical Equipment Acquisition Project Flow Chart



### **Professional Services**

For equipment acquisition projects, airport sponsors should focus on developing specifications for procuring the proper equipment. There are times when the airport sponsor has personnel who have sufficient expertise to prepare the specifications and bid contracts. In general, however, the services of a consulting engineer will be necessary to prepare the specifications for the needed equipment and the contract to be advertised for bid, if not available under the piggyback purchasing program. If professional services are required, see Section 5.1.

### **Equipment Specifications**

In developing the specifications for the needed piece of equipment, the preparer should be guided wherever possible by the general specifications offered in FAA Advisory Circulars. For some equipment, the FAA has developed detailed specifications. For other equipment, such as fire fighting vehicles, the FAA has developed specification guidelines that address the performance requirements of the equipment but allow the airport sponsor flexibility in preparing the particular specification. The specification also includes general provisions that address such items as award and execution of the contract, delivery dates, and bond guarantees.

To allow for flexibility in purchasing equipment using BGP or ADP funding, airport sponsors are permitted to select and specify equipment features and characteristics in the bidding documents (when FAA specifications for such equipment allow a choice). However, in selecting those features and characteristics, the airport sponsor must assure BOA that all specified items are commercially available from at least two qualified manufacturers. BOA will not approve specifications that are tailored to a particular manufacturer’s equipment.

To assure that all items of the specification are commercially available and not proprietary to one manufacturer, the airport sponsor can forward a copy of the preliminary specification to several known manufacturers to review and comment as to their ability to furnish equipment that meets the specifications. Their comments relating to the specifications should be taken into account when preparing the final specifications for bid. This helps preclude the exclusivity that would result in non-competitive procurement.

In cases where the airport sponsor selections will require items available from only one qualified manufacturer, the contract specifications and sufficient justification to support the selected features must be submitted to BOA Regional Project Manager. A copy of the equipment specifications must be submitted to BOA for review and approval. The airport sponsor must also complete and submit the “Equipment Specifications Review Checklist” included in [Appendix 8.4.3](#).

### **Bid Process**

The basic method of procurement for equipment projects is Competitive Sealed Bids (See Section 5.5.3). In this procurement method, sealed bids are publicly solicited and a firm fixed price contract (either lump sum or unit price) is awarded to the responsible and responsive bidder whose bid, conforming to all the material terms and conditions of

the invitation for bids, is lowest in price. The invitation for sealed bids must be publicly advertised (see section 5.5.3).

When specified in the bidding document, factors such as discounts, transportation costs, and life cycle costs may be considered in determining which bid is lowest. If the airport sponsor determines that the bidder submitting the lowest bid is not responsive and/or responsible, BOA must review and concur in this determination. The action on the airport sponsor's determination should be documented in the project file. All bidding procedures must comply with local municipal law. The airport sponsor shall submit a certified copy of the newspaper's "Legal Notice" advertisement for the project to BOA.

### **Contract Bid Results**

Following the bid opening, the airport sponsor or consultant engineer shall prepare a bid tabulation ([Appendix 8.3.2](#)) and review it for evidence of improper bidding and potential problems. One copy of the bid tabulation, including the apparent low bidder's Federal Identification Number, must be forwarded to the BOA Regional Project Manager along with the airport sponsor's certification and recommendation to award the contract to the lowest responsive and responsible bidder. The BOA Regional Project Manager will respond in writing to the airport sponsor approving the contract award. To expedite contract award, e-mail approval may be given to the airport sponsor, followed by a confirming letter. Typically, the airport sponsor will not award the contract until after the grant has been offered.

### **Equipment Acquisition/Refurbishing Projects Contracts**

Please note that BOA recommends that the Cooperative Purchasing Program (COSTARS) be the first option explored for equipment acquisition, if possible.

### **Award of Contract**

After BOA gives concurrence in award of the equipment contract, the airport sponsor and the manufacturers must execute the contract documents in conformance with local law and procedures. This action should normally take place after acceptance of the Grant Agreement by the airport sponsor. A copy of the executed or conformed contract documents should be forwarded to BOA, along with a copy of the "Airport Sponsor Certification for Equipment/Construction Contracts" ([Appendix 8.3.4](#)). The airport sponsor is free to issue a Notice to Proceed ([Appendix 8.3.3](#)) to the manufacturer without further acknowledgment from BOA.

### **Change Orders and Supplemental Agreements**

A change order is a written order by the airport sponsor to the manufacturer. Change orders must be within the rights of the airport sponsor to make a change in the specification portion of the contract. Any change order which exceeds an increase or decrease of 25% of the estimated cost of the contract must normally be accomplished by a supplemental agreement. A supplemental agreement covers work which is not within the general scope of the existing contract and which the manufacturer is not obligated to perform under the terms of the contract. It may also include work that exceeds the 25% limitation stated above. A supplemental agreement is a separate contract that requires execution by both parties with the same formality as any other contract. Extension of contract time as a result of the supplemental agreement must be

justified and so specified as a part of the supplemental agreement. All change orders and supplemental agreements must be submitted to BOA for formal written approval (See section 5.5.3, Change Orders).

### **5.6.13 Final Inspection and Certification**

For equipment purchases, BOA may inspect the equipment. The airport sponsor must submit a completed copy of “Acceptance of Equipment Procurement” ([Appendix 8.3.4](#)) along with the Equipment Inventory Form to BOA certifying that the equipment was received and is in accordance with the approved procurement specification.

## **6.0 AIRPORT LICENSING AND SAFETY**

Airport licensing and safety is a major responsibility of the Bureau of Aviation. Pennsylvania ranks fourth nationwide in the number of airports and the number of landing facilities per square mile. As of June 2012 there were 133 public facilities, 309 private airstrips, and 295 private heliports in Pennsylvania. It is BOA's responsibility to license those facilities and conduct periodic safety inspections to ensure compliance with Pennsylvania aviation regulations. BOA has divided the Commonwealth into four separate aviation regions. Each region is assigned an Aviation Specialist and Regional Project Manager who work closely with the airport sponsors in that region.

BOA's Aviation Specialists conduct annual inspections at each of the Commonwealth's public airports and heliports. Concurrently with those inspections BOA is under contract with the FAA to provide an Airport Master Record update for publication in the FAA's Airport Facility Directory (AFD). The inspection process involves a survey of both the airport's ground based facilities and an assessment of the navigable airspace surrounding the airport. Airspace surveys identify obstructions to approach and departure routes, and highlight potential conflicts with compatible land use. Airport facility inspections include reviewing runway end and edge lighting, runway markings, pavement condition and airport signage for condition and standardization. Ramp and taxiways are also checked for condition, markings, and signage.

Airport inspection findings are summarized in a formal inspection letter for the airport sponsor and the appropriate offices of the FAA. The information obtained during these safety inspections is instrumental in the planning and prioritization of airport development projects. Mitigation options are discussed for areas requiring attention or correction. Issues requiring a substantial commitment of resources to correct may be eligible for state or federal aviation grants.

---

### **6.1 Prioritization of Grant Funding**

Special consideration is afforded to projects that address airport safety related issues. Airports that have obstructions to the standards of FAR Part 77 (Navigable Airspace), and cannot meet the standards of FAA Advisory Circular 150/5300-13 (Airport Design), should focus their airport improvement efforts on mitigating the safety issues first, or at least concurrently with other critical airport projects. NOTE: Some safety related issues should not be deferred awaiting State or Federal assistance.

---

### **6.2 Waiver Request**

BOA will accept requests from airport sponsors for waiver of the Regulations Relating to Pennsylvania Aviation. Requests for waivers must be in writing, using the form and process prescribed by BOA.

## **7.0 BUREAU ADMINISTRATION**

---

### **7.1 Information Technology (IT) and Communications**

BOA is continually looking for ways to improve the manner and efficiency of our customer communications. Airport sponsors and consultants can access BOA information and conduct business 24 hours a day, seven days a week on PennDOT BOA’s [website](#), whether the information sought is in reference to a policy, process, form, update, user survey, or grant application. Some areas of the website are password protected ([JACIP/DotGrants](#)). To obtain a login ID and password, contact BOA at 717-705-1260. The website includes information on:

- Public Airports
- Grant Programs
- Statewide Airport System Plan
- Aviation Events
- BOA Services
- Aviation Planning Studies & Engineering
- Aviation Forms & Publications
- Links to external aviation related websites
- BOA Contacts

The BOA newsletter, this publication, and numerous other publications are available online for download.

## **8.0 APPENDICES**

---

### **8.1 Acronyms**

5010	Airport Master Record
7460-1	Notice of Proposed Construction or Alteration
7480-1	Notice of Landing Area Proposal
AAAE	American Association of Airport Executives
AASHTO	American Association of State Highway Officials
AC	Advisory Circular
ACHP	Advisory Council on Historic Preservation
ACIP	Airport Capital Improvement Planning
ACM	Agency Coordination Meeting
ADA	Americans with Disabilities Act of 1990
ADAP	Airport Development Aid Program
ADT	Average Daily Traffic
ADO	Area District Office (FAA)
ADP	Airport Development Program
AIP	Airport Improvement Plan
AIR-21	Aviation Investment & Reform Act for the 21st Century
ALP	Airport Layout Plan
ALS	Approach Lighting System
AMP	Airport Master Plan
ANPRM	Advance Notice of Proposed Rulemaking
ANSI	American National Standards Institute
APP	Office of Aviation Planning & Programming (FAA)
ARAC	Aviation Rulemaking Advisory Committee
ARFF	Airport Rescue Firefighting
ASC	Office of System Capacity & Requirements (FAA)
ASNA	Aviation Safety & Noise Abatement Act of 1979
ATCT	Air Traffic Control Tower
ATON	Aids to Navigation
ATSA	Aviation & Transportation Oversight Act
ASOS	Automated Surface Observation System
AWOS	Automated Weather Observation System
BOA	Bureau of Aviation
CAA	Clean Air Act
CADD	Computer-Aided Drafting and Design

CEE	Categorical Exclusion Evaluation (often referenced as ‘Cat Ex’ or ‘CE’)
CEQ	Council of Environmental Quality
CIP	Capital Improvement Plan
CNEL	Community Noise Equivalent Level
CFR	Code of Federal Regulations
CMS	Congestion Management System
COE	U.S. Army Corps of Engineers (USACE and ‘Corps’ also used)
CWA	Clean Water Act
CWY	Clearway
dB	Decibel
dBA	A-Weighted Sound Levels in Decibels
DBE	Disadvantaged Business Enterprise
District	PennDOT Engineering District
DNL	Day-Night Average Sound Level
DOT	Department of Transportation
EA	Environmental Assessment
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ERSA	Extended Runway Safety Area
FAA	Federal Aviation Administration
FAIR-21	Ford Aviation Investment & Reform Act for the 21st Century
FAD	Final Agency Decision
FAR	Federal Aviation Regulations
FBO	Fixed Base Operator
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMV	Fair Market Value
FONSI	Finding of No Significant Impact
FTA	Federal Transit Administration
FTZ	Foreign Trade Zone
FYP	Four-Year Plan
GA	General Aviation
GIS	Geographic Information System
GPS	Global Positioning System
HAR-ADO	Harrisburg Area District Office (FAA Eastern Region)
HAZMAT	Hazardous Materials
ICAO	International Civil Aviation Organization
ICEMAN	Integrated Computing Environment – Mainframe & Networking
IFR	Instrument Flight Rules
ILS	Instrument Landing System
KOZ	Keystone Opportunity Zone
LD	Liquidated Damages
LDD	Local Development District
LOI	Letter of Intent

LOS	Level of Service
MAP	Mobility Action Plan
MBE	Minority Business Enterprise
MOS	Modification of Airport Design Standards
MPO	Metropolitan Planning Organization
NASAO	National Association of State Aviation Officials
NAVAID	Navigation Aid
NCP	Noise Compatibility Plan
NEPA	National Environmental Policy Act of 1969
NEXRAD	Next Generation Radar
NHPA	National Historic Preservation Act of 1966
NHS	National Highway System
NOTAM	Notice to Airmen
NPIAS	National Plan of Integrated Airport Systems
NPE	Non-Primary Entitlement Program
NPR	National Priority Rating
NPS	National Park Service
NRHP	National Register of Historic Places (Also referenced as 'NR')
NRA	Non-rule Making Airports
NTP	Notice to Proceed
NWI	National Wetlands Inventory
OE/AAA	Obstruction Evaluation/Airport Airspace Analysis
OFA	Object Free Area
OFZ	Object Free Zone
PAR	Preliminary Area Reconnaissance
PA DCNR	Pennsylvania Department of Conservation & Natural Resources
PA DEP	Pennsylvania Department of Environmental Protection
PAPI	Primary Approach Path Indicator
PAR	Precision Approach Radar
PCI	Pavement Condition Indicator
P.E.	Professional Engineer
PennDOT	Pennsylvania Department of Transportation
PA FBC	Pennsylvania Fish & Boat Commission
PGC	Pennsylvania Game Commission
PHMC	Pennsylvania Historical and Museum Commission
PNDI	Pennsylvania Natural Diversity Inventory
RAPCON	Radar Approach Control
R.E.	Resident Engineer
REIL	Runway End Identification Lights
RFP	Request for Proposals
ROD	Record of Decision
ROW	Right of Way
RPR	Resident Project Representative
RPZ	Runway Protection Zone

RSA	Runway Safety Area
RVR	Runway Visual Range
R/W	Runway
SASP	State Aviation System Plan
SBGP	State Block Grant Program
SHPO	State Historical Preservation Officer
SIP	State Implementation Plan
TDZL	Touchdown Zone Lights
T&E	Threatened & Endangered Species
TIP	Transportation Improvement Program
T/L	Taxi Lane
TODA	Takeoff Distance Available
TORA	Takeoff Run Available
TSA	Taxiway Safety Area
TSM	Transportation Systems Management
T/W	Taxiway
USCG	United States Coast Guard
USDA	United States Department of Agriculture
USEPA	United States Environmental Protection Agency
USFWS	United States Fish & Wildlife Service
USGS	United States Geological Survey
VASI	Visual Approach Slope Indicator
WBE	Women-Owned Business Enterprise

## **8.2 Program References/Links**

Aviation Development Grants (Pa.67§473.1):

[http://www.pacode.com/secure/data/067/chapter473/067\\_0473.pdf](http://www.pacode.com/secure/data/067/chapter473/067_0473.pdf)

Council on Environmental Quality, National Environmental Policy Act:

<http://ceq.hss.doe.gov/>

DotGrants: <http://www.dot34.state.pa.us/>

FAA Airport and Airway Trust Fund:

[http://www.faa.gov/about/office\\_org/headquarters\\_offices/apl/aatf/](http://www.faa.gov/about/office_org/headquarters_offices/apl/aatf/)

FAA Advisory Circular No. 150/5100-14D, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects:

[http://rgl.faa.gov/Regulatory\\_and\\_Guidance\\_Library/rgAdvisoryCircular.nsf/0/87be820a72d12407862570a6006b4f29/\\$FILE/150-5100-14d.pdf](http://rgl.faa.gov/Regulatory_and_Guidance_Library/rgAdvisoryCircular.nsf/0/87be820a72d12407862570a6006b4f29/$FILE/150-5100-14d.pdf)

FAA Advisory Circular No. 150/5100-17, Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects:

[http://www.faa.gov/airports/resources/advisory\\_circulars/index.cfm/go/document.current/documentNumber/150\\_5100-17](http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5100-17)

FAA Advisory Circular No. 150/5300-9B, Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects:

[http://www.faa.gov/documentLibrary/media/Advisory\\_Circular/150\\_5300\\_9b.pdf](http://www.faa.gov/documentLibrary/media/Advisory_Circular/150_5300_9b.pdf)

FAA Advisory Circular No. 150/5370-2E, Operational Safety on Airports during Construction:

[http://rgl.faa.gov/regulatory\\_and\\_guidance\\_library/rgadvisorycircular.nsf/0/e1620ba67fb aad2b86257384005fa438/\\$FILE/150\\_5370\\_10c\\_part1.pdf](http://rgl.faa.gov/regulatory_and_guidance_library/rgadvisorycircular.nsf/0/e1620ba67fb aad2b86257384005fa438/$FILE/150_5370_10c_part1.pdf)

FAA Advisory Circular No. 150/5370-10C, Standard for Specifying Construction of Airports:

[http://rgl.faa.gov/regulatory\\_and\\_guidance\\_library/rgadvisorycircular.nsf/0/e1620ba67fb aad2b86257384005fa438/\\$FILE/150\\_5370\\_10c\\_part1.pdf](http://rgl.faa.gov/regulatory_and_guidance_library/rgadvisorycircular.nsf/0/e1620ba67fb aad2b86257384005fa438/$FILE/150_5370_10c_part1.pdf)

FAA Eastern Region Airport Layout Plan Checklist:

[http://www.faa.gov/airports/eastern/planning\\_capacity/media/ALP\\_CHECKLIST.pdf](http://www.faa.gov/airports/eastern/planning_capacity/media/ALP_CHECKLIST.pdf)

FAA Eastern Region Airports Division Environmental Program:

<http://www.faa.gov/airports/eastern/environmental/>

FAA Order 1050.1E, Policies and Procedures for Considering Environmental Impacts:  
[http://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.current/documentNumber/1050.1](http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1050.1)

FAA Order 1050.19B, Environmental Due Diligence Audits in the Conduct of FAA Real Property Transactions:  
[http://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.information/documentID/17274](http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.information/documentID/17274)

FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions:  
[http://www.faa.gov/airports/resources/publications/orders/environmental\\_5050\\_4/](http://www.faa.gov/airports/resources/publications/orders/environmental_5050_4/)

FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects:  
[http://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.information/documentID/14837](http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.information/documentID/14837)

FAA Order 5100.38C, The Airport Improvement Program (AIP) Handbook:  
[http://www.faa.gov/airports/resources/publications/orders/media/aip\\_5100\\_38c.pdf](http://www.faa.gov/airports/resources/publications/orders/media/aip_5100_38c.pdf)

FAA Order 5100.39, Airports Capital Improvement Plan:  
[http://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.information/documentID/12759](http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.information/documentID/12759)

FAA Order 5190.6B, Airport Compliance Requirements:  
[http://www.faa.gov/airports/resources/publications/orders/compliance\\_5190\\_6/](http://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/)  
FAA State Block Grant Program: [http://www.faa.gov/airports/aip/state\\_block/](http://www.faa.gov/airports/aip/state_block/)

Joint Automated Capital Improvement Program (JACIP):  
<https://jacip.dot.pa.gov>

National Environmental Policy Act of 1969 (NEPA):  
<http://ceq.hss.doe.gov/nepa/regs/nepa/nepaeqia.htm>

National Plan of Integrated Airport Systems (NPIAS):  
[http://www.faa.gov/airports/planning\\_capacity/npias/](http://www.faa.gov/airports/planning_capacity/npias/)

Pennsylvania Department of General Services, Bureau of Minority and Women Business Opportunities:  
<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx#.VmWkSqMo5i4>

Pennsylvania Department of Transportation: <http://www.penndot.gov>

Pennsylvania Department of Transportation, Bureau of Aviation:  
<http://www.penndot.gov/Doing-Business/Aviation/Pages/default.aspx>

Pennsylvania Act 164 of 1984:  
<http://www.legis.state.pa.us/CFDOCS/Legis/PN/Public/btCheck.cfm?txtType=HTM&sesYr=1983&sessInd=0&billBody=S&billTyp=B&billNbr=0785&pn=2244>

Pennsylvania Aviation Code:  
<http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/74/00.061..HTM>

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49CFR Part 18): <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=49:1.0.1.1.12&idno=49>

---

### **8.3 Forms**

Following in this section:

- Sample Consultant Rating Form
- Bid and Contract Forms
- Notice to Proceed
- Sponsor Certification and Acceptance
- Contractor’s Safety Plan and Compliance Document

### 8.3.1 Sample Consultant Rating Form

**Airport Name:** \_\_\_\_\_

**Reviewer:** \_\_\_\_\_

Criteria	Weight	Consultant A	Consultant B	Consultant C	Consultant D
Performance Capability	10				
Experience	10				
Professional Qualifications	10				
Personnel Capabilities	10				
Ability to Maintain Schedules	10				
Ability to Meet Budgets	10				
EEO/DBE/WBE Capabilities	5				
Qualified Inspector Capabilities	5				
Past Performance on Similar Projects	15				
Knowledge of FAA/BOA Standards and Procedures	15				
Total	100				

The above listed criteria represent commonly utilized categories. Both the selected criteria and their respective weightings should be modified to reflect both sponsor and project needs.

### 8.3.2 Bid and Contract Forms

#### **Invitation for Bids**

The (insert Sponsor name) Controller will receive bids for (insert: airport name, project title, PennDOT agreement and contract numbers) generally comprised (insert project description) and all incidental work related thereto until 10:00AM prevailing time on (insert day of week and date). Hand delivered bids shall be received at the (insert Sponsor name and address).

The bids will be publically opened at the meeting of the (Insert Sponsor name) Board of Commissioners to be held at the (insert meeting location and address) at (insert meeting commencement time) that same day.

Bid envelopes will be plainly marked in bold letters on the outside stating the project name, number, airport location, name and address of bidder.

Each bid when submitted must be accompanied by a 'bid security' which shall be not less than 10% of the amount bid.

Contract documents, including drawings and project manual, may be examined at (insert location and address). Project manual and drawings are in two bindings. Bidders may secure drawings and a project manual upon payment of zero dollars (\$0.00). All construction work is included in one prime contract.

Labor standards, Wage determination decision and Anti-kickback regulations (29 CFR, Part 3) issued by the Secretary of Labor are included in the contract documents of this project and govern all work under the contracts.

The Disadvantaged Business Enterprise overall participation goal for (Insert airport name) projects is (insert percentage) as determined by the PennDOT Bureau of Aviation (Bureau). Contractors shall make a good faith effort to employ minority and woman owned businesses as part of the project work.

The successful bidder will be required to furnish and pay for bonds to ensure the following: satisfactory performance, maintenance and labor and materials.

(Insert Sponsor name) reserves the right to reject any or all bids and to waive informalities in the bidding.

Bids may be held by owner for a period of not to exceed sixty (60) days from the date of opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to the awarding of contract.

*(Insert Sponsor name)* does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or familial status in employment or the provision of services. *(Insert Sponsor name)* is an equal opportunity/affirmative action employer.

**Sponsor’s Sample Bid Tab Letter to the Bureau of Aviation**

Name of Representative  
Name of Company  
Company Address

Re: Project Name  
Project Number  
Bid Tabulation

Dear *(Insert name)*

Attached is the bid tabulation for the above referenced project. The low bidder’s federal identification number is listed on the bid tabulation. Please provide notification of any outstanding tax liabilities and if the Bureau concurs with the selection of the low bidder.

Sincerely,

*(Insert signature block)*

**Sponsor’s Sample Notice of Award Letter**

Name of Representative  
Name of Company  
Company Address

Re: Project Name  
    Project Number  
    Notice of Aware

Dear (*Insert name*)

Attached is the Notice of Award for the above referenced project. Please submit the contract documents within the noted times. A Pre-construction conference will be scheduled with issuance of the Notice to Proceed when contract formalities are completed.

Sincerely,

(Insert signature block)

**Notice of Award**

Date: \_\_\_\_\_

To: \_\_\_\_\_

Address: \_\_\_\_\_

Project: \_\_\_\_\_

PennDOT Agreement #: \_\_\_\_\_

Owners Contract #: \_\_\_\_\_

Airport Name: \_\_\_\_\_

You are hereby notified that your bid dated, \_\_\_\_\_, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for: \_\_\_\_\_

The Contract Price of your contract is: \_\_\_\_\_  
(\$\_\_\_\_\_), as indicated in your total of schedule unit prices.

Four (4) copies of each of the proposed Contract Documents accompany this Notice of Award.

There are \_\_\_\_\_ (\_\_\_\_\_) drawings for this contract.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by: (Insert Date) the Successful Bidder must:

1. Deliver to the owner four (4) fully executed counterparts of the agreement including all the contract documents. Each contract document must bear your signature of the cover and on page 00500-7 of the contract.
2. You must deliver with the executed agreement, contract security and insurances (bonds and insurances) as specified in the instructions to bidders and the general conditions.

3. List other conditions precedents:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle the owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the owner will return to you one fully signed counterpart of the Agreement with the contract documents attached.

Owner: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Acceptance of Award**

Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy to Engineer  
(Certified Mail, Return Receipt Requested)

### 8.3.3 Notice to Proceed

#### NOTICE TO PROCEED (SAMPLE)

---

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

OWNER's CONTRACT NO. \_\_\_\_\_ Penn DOT Contract No. \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_ Airport  
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_  
\_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the dates of ~~Substantial Completion~~ and completion and readiness for final payment are \_\_\_\_\_ N/A \_\_\_\_\_ and \_\_\_\_\_.

Before you may start any Work at the site, you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insured) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must \_\_\_\_\_ provide all material certifications . \_\_\_\_\_

\_\_\_\_\_  
(add other requirements)

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

#### ACCEPTANCE OF AWARD

By: \_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Copy to Engineer

(Use Certified Mail,  
Return Receipt Requested)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)



8. If the contract is awarded without competition, pre-award review and approval (was) (will be) obtained from PennDOT, Bureau of Aviation. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards (were not) (will not be) used. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_
10. If the services being procured cover more than the single grant project referenced in this certification, the scope of work (was) (will be) specifically described in the advertisement, and future work will not be initiated beyond three years. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_
11. The consultant services contracts clearly (establishes) (will establish) the compensation to be paid to the consultant for tasks/effort completed, and reimbursement for direct non-salary expenses based on actual costs. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_
12. The consultant services contracts clearly (establishes) (will establish) the amounts to be reimbursed to the consultant per night/day for lodging/meals based on current Commonwealth Management Directives. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_
13. The consultant's compensation for work completed is based on rates that (are) (will be) supported by an annual audit consistent with the Federal cost principals contained in 48 CFR, Part 31. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sponsor's Authorized Representative

---

Typed Name and Title of Sponsor's Representation



- 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 PennDOT, Bureau of Aviation and incorporated into the specifications. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_
- 9. A safety/ phasing plan (has been) (will be) prepared, and PennDOT, Bureau of Aviation concurrence (has been) (will be) obtained, if required. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_
- 10. The project (was) (will be) physically completed without PennDOT, Bureau of Aviation participation in costs due to errors or omissions in the plans and specifications which were foreseeable at the time of project design. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sponsor's Authorized Representative

---

Typed Name and Title of Sponsor's Representative



Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).

Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

8. All construction contracts involving-labor (contain) (will contain) provisions insuring that in the employment of labor honorably discharged Vietnam era veterans and disabled veterans will be given preference.

Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

9. All construction contracts exceeding \$2,000 (contain) (will contain) provisions requiring compliance with the Davis-Bacon Act and bid solicitations (contain) (will contain) a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act (are) (will be) included.

Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

10. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.

Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

11. All contracts and subcontracts (contain) (will contain) clauses required from Title VI Civil Rights Assurances and 49 CFR 23 for Disadvantaged Business Enterprises.

Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

12. 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 PennDOT and USDOT elements and appearing on the PennDOT and USDOT Unified Lists.

Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sponsor's Authorized Representative

---

Typed Name and Title of Sponsor's Representative



hired by the sponsor. An opportunity (was) (will be) provided the property owner or representative to accompany appraisers during inspections. Yes \_\_\_ No \_\_\_ N/A \_\_\_

8. Each appraisal (has been) (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. The written appraisals and review appraisal are available to PennDOT, Bureau of Aviation for review. Yes \_\_\_ No \_\_\_ N/A \_\_\_

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. Yes \_\_\_ No \_\_\_ N/A \_\_\_

10. Effort (was) (will be) made to acquire each property through negotiation with no coercive action to induce agreement. If negotiation (was) (will be) successful, project files (contain) (will contain) supporting documents for settlements. Yes \_\_\_ No \_\_\_ N/A \_\_\_

11. If a negotiated settlement is not reached, condemnation (was) (will be) initiated and a court deposit not less than the just compensation (was) (will be) made prior to possession of the property. Project files (contain) (will contain) supporting documents for awards. Yes \_\_\_ No \_\_\_ N/A \_\_\_

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program (was) (will be) established. Displaced persons (received) (will receive) general information on the relocation program in writing, notice of relocation eligibility, and a 90 day notice to vacate. Yes \_\_\_ No \_\_\_ N/A \_\_\_

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. Yes \_\_\_ No \_\_\_ N/A \_\_\_

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sponsor's Authorized Representative

---

Typed Name and Title of Sponsor's Representative



9. A final project inspection (was) (will be) conducted with representatives of the sponsor and the contractor. Project files (contain) (will contain) documentation of the final inspection. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

10. Work in the Grant Agreement (was) (will be) physically completed and corrective actions required as a result of the final inspection (were) (will be) completed to the satisfaction of the sponsor. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

11. The as-built plans and an equipment inventory, if applicable, (have been) (will be) submitted to PennDOT, Bureau of Aviation. If requested, a revised airport layout plan (was) (will be) made available to PennDOT, Bureau of Aviation. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

12. Applicable close-out financial reports (have been) (will be) submitted to PennDOT, Bureau of Aviation. Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sponsor's Authorized Representative

---

Typed Name and Title of Sponsor's Representative

**Sponsor Acceptance of Equipment Procurement**

Airport Sponsor:

\_\_\_\_\_

State Project #:

\_\_\_\_\_

I \_\_\_\_\_, as authorized representative of  
(Name)

\_\_\_\_\_, hereby certify that:

1. All equipment manufactured and/or rehabilitated under this project has been satisfactorily completed and is in full conformity with the approved specifications. This includes approved change orders.
2. All warranties have been submitted.
3. Liquidated damages were assessed against the contractor? (circle) YES/NO
4. Significant Dates

<u>Action</u>	<u>Date</u>
Bid Opening	_____
Contract Award	_____
Start of Manufacture/Rehabilitation	_____
Completion of Manufacture/Rehabilitation	_____
Equipment Delivery Date	_____
Equipment Acceptance Date	_____

Printed \_\_\_\_\_ Name \_\_\_\_\_ and \_\_\_\_\_ Title \_\_\_\_\_ of \_\_\_\_\_ Authorized  
Official: \_\_\_\_\_  
Signature of Authorized Official: \_\_\_\_\_  
Date: \_\_\_\_\_

### 8.3.5 Contractor’s Safety Plan and Compliance Document

SAMPLE AIRPORT

“SAMPLE PROJECT”

DATE

#### SPCD COMPLIANCE STATEMENT

I \_\_\_\_\_ of Sample Company have read the “*Sample Project*” Construction Safety and Phasing Plan (CSPP) on sheets AP-XX and AP-XX of the Construction Plans, formally commented on by the FAA on Date, and will abide by it as written and with the following additions as noted:

Contractor

*Sample Company*

---

#### PURPOSE

The Safety Plan Compliance Statement (SPCD) is prepared to include all supplemental information that is not included in the CSPP. This SPCD is written following the format of Advisory Circular 150/5370-2F, Chapter 2, Construction Safety and Phasing Plans, Par. 204 b., **The Safety Plan Compliance Document**. The SPCD is written to match the format of the CSPP. The following topics are explained further:

- (1) **Coordination** – *Joe Jones will request that our Superintendent have an initial safety meeting with the Airport Manager at the beginning of the project, and then he will have a weekly safety meeting or briefing with the Airport Manager as well. In addition, any pertinent safety information from those meetings will be relayed directly to our direct employees and any subcontractor employees brought on-site during our regular weekly safety meeting with our employees and subcontractors.*
- (2) **Phasing** -
  - (a) Duration of each phase – *Joe Jones expects to complete each phase of the project within the allotted contract time as identified in the CSPP.*
  - (b) Daily Start and finish of construction – *Anticipated daily work hours (7:00 am to 5:00 pm).*

- (c) Night-time Start and Finish of construction – *The nighttime work hours will be 10:00 pm to 6:00 am as listed in the CSPP.*
  - (d) Duration of construction activities during:
    - (i) Normal runway operations –
    - (ii) Closed runway operations –
    - (iii) Modified runway "Aircraft Reference Code" usage – *N/A for this project.*
- (3) Areas and operations affected by the Construction Activity** – *these are shown on the CSPP.*
- (4) Protection of NAVAIDS** – *as per the FAA's comments on their Final Determination of 2012-AEA-XXX-NRA (See attached), 2 criteria will be followed to protect existing NAVAIDS and VISAIDS:*
- ➔ *If RW 10-28 is closed due to construction operations in the RSA, then coordinate with FAA Tech Ops to shut down, NOTAM out and deactivate A-G controls for the vis aids that are owned or maintained by the FAA (RW 10 VASI and the RW 28 MALSL).*
  - ➔ *Identify, mark and avoid damage to existing power and control cables feeding the existing vis aids.*
- (5) Contractor Access**
- (a) Integrity of airport security gate and fence – *Joe Jones Standard will monitor the Airport Access Gate when working in the vicinity of the Access Gate or using it for construction access. Otherwise when the gate is not in use, the gate will close automatically or will be closed by our construction personnel.*
  - (b) List of individuals requiring driver training – *N/A for this project*
  - (c) Radio communications –
    - (i) Types of radios and back-up capabilities – *Joe Jones will have 2 radios for use on this project, one will always be in use and the 2<sup>nd</sup> will be a back-up. We have also made emergency arrangements with the Airport Manager in case a 3<sup>rd</sup> radio is needed.*
    - (ii) Who will be monitoring the radios – *our construction Superintendent will monitor the aviation radio when working within the Air Operations Area.*
    - (iii) Whom to contact if the ATCT cannot reach the designated person by radio – *N/A for this project*
- (6) Wildlife Management**
- (a) Methods and procedures to prevent wildlife attraction – *Joe Jones will ensure that no food or garbage left on the construction site, otherwise, no other wildlife attractants are expected.*
  - (b) Wildlife reporting procedures – *any and all wildlife incidents will be reported directly to the Airport Manager.*
- (7) Foreign Object Debris (FOD) Management** - *for this project, most of the FOD will consist of pavement millings and a small amount of excavation for drainage installation. All millings would be generated within closed areas of Airport pavement. Daily sweeping of the pavement will be handled by a mechanical broom that will be on the project for the duration of the project. For hauling operations where active pavement will be used to haul away millings (mostly on Taxiway A), trucks will be escorted to and from the work site areas. This will allow the pavement to be monitored constantly and if the need arises, the pavement areas will be swept immediately.*

**(8) Hazardous Material (HAZMAT) Management -**

**(9) Notification of Construction Activities -**

- (a) Joe Jones point(s) of contact person – Ron Johnson, Project Manager, (phone #)
- (b) Joe Jones emergency contact person –
- (c) Listing of tall or other requested equipment not previously submitted - *N/A for this project.*
- (d) Batch Plant Details including 7460 submittal – *N/A for this project.*

**(10) Inspection Requirements -**

- (a) Daily Inspections –
- (b) Special Inspection Procedures –

**(11) Underground Utilities** – *prior to beginning this project, a PA one-call will be made and the FAA Tech Ops. personnel in Harrisburg, PA will be contacted. However, with milling excavation only expected to be to a depth no greater than approximately 2 inches, no utilities are anticipated to be encountered. If any utilities are identified in the vicinity of the work areas identified, then every effort will be made to hand-dig and locate these utilities prior to starting excavation.*

**(12) Penalties** – *contract penalties are identified in the CSPP.*

**(13) Special Conditions** – *there are no Special Conditions identified in the CSPP.*

**(14) Runway and Taxiway Visual Aids -**

- (a) Equipment and methods for covering signage and airfield lights - *N/A for this project.*
- (b) Equipment and methods for temporary closure markings – *Lighted Low Profile Bucket Barricades as shown on the CSPP, will be secured for this project.*
- (c) Types of temporary Visual Guidance Slope Indicators (VGSI) - *N/A for this project.*

**(15) Marking and Signs for Access Routes** - *at the entrance to the airport, a Temporary Construction Entrance sign will be placed to demarcate which gate should be used to enter the airport. Upon entering the airport, with only a small amount of transient construction traffic expected to access the site, all construction traffic will be escorted to and from the designated work areas. At the limits of the designated work areas, Low Profile Bucket Barricades will be placed to indicate the work area limits.*

**(16) Hazard Marking and Lighting** – *Joe Jones will provide a sufficient number of Lighted Low Profile Bucket Barricades as shown on the CSPP. These will be placed at the limits of the work areas or phases, also as shown on the CSPP. These will remain in place for the duration of the project while each area is NOTAM closed.*

**(17) Protection of Runway and Taxiway Safety Areas –**

- (a) Equipment and methods for maintaining Taxiway Safety Area Standards – *Joe Jones will coordinate with both the Airport Manager and the Engineer to establish the required distances*

*between phases (mostly dealing with the Taxiway A Rehabilitation) to ensure that the appropriate Safety Areas and Object Free Areas are maintained during this project.*

- (b) Equipment and methods for separation of construction operations from aircraft operations – As noted earlier, Lighted Low Profile Bucket Barricades as shown on the CSPP, will be secured for this project to separate construction operations from aircraft operations.

**(18)Other limitations on construction** – *there are no other limitations on construction for this project.*

### PROJECT SCOPE:

Note that Runway 15-33 is now closed as a runway. The pavement is open to larger aircraft to taxi to the General Aviation area. The main focus of this project is to convert this pavement area to new Taxiway C. A portion of existing Taxiway C will then be redesignated as Taxiway M. Other sections of existing Taxiway C will be closed to airport traffic. The taxiway pavement width is 75 feet. The existing pavement beyond the edges of the taxiway pavement will be removed and replaced with earth material and seeded.

The existing runway lights will be removed. New elevated taxiway edge lights will be installed in turf. Additionally, the project involves changes to the existing signs, as well as the removal of signs and the installation of new signs.

### NAVAIDS

The project will not impact any NAVAIDS. All FAA Facilities cables that cross RW 15-33 must be marked prior to the installation of the electrical duct.

### CONSTRUCTION EQUIPMENT PARKING PLAN

All construction equipment will be staged in the parking lot outside of the General Aviation area. Only construction equipment that is being used on a daily basis will be permitted to be on the airfield.

### HAUL ROADS

All haul roads to the project site will use existing pavement. Millings from the pavement shoulders will be transported to the perimeter fence road to solidify the road surface. Airport Maintenance personnel will escort all trucks and equipment on the airfield that are outside of the work area.

## EMERGENCY NOTIFICATION

During all construction activities, at least one person will have direct radio contact to the FAA Air Traffic Control Tower and the Airport Police Department. The person shall also have a mobile phone in order to contact any emergency response personnel that may be necessary.

## GENERAL SAFETY REQUIREMENTS

Throughout the construction project, the following safety and operational practices will be observed:

- Operational safety will be a standing agenda item during the projects progress meetings throughout the construction project.
- The contractor and airport maintenance will perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Airport runways and taxiways will remain in use by aircraft to the maximum extent possible.
- All work that is required to be performed with the Runway Safety Area of RW 5-23 will be performed between the hours of 11:30 PM until 5:30 AM.
- Aircraft use of areas near the contractor's work should be controlled to minimize disturbance to the contractor's operation.
- Contractor, subcontractor, and supplier employees or any unauthorized persons must be restricted from entering an airport area that would be hazardous.
- The Airport Engineer, Airport Director, Airport Maintenance or other designated airport representative may order the contractor to suspend operations; move personnel, equipment and materials to a safe location; and stand by until aircraft use is completed.

## CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE

Before beginning any construction activity, the construction must, through the airport operator, give notice using the Notice to Airmen (NOTAM) System, of proposed location, time and date of commencement of construction. Upon completion of all work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must

- a. Be aware of and understand the safety problems and hazards describe in FAA Advisory Circular AC 150/5370-2, Operational Safety on Airports During Construction, latest edition.
- b. Conduct activities so as not to violate any safety standards contained in AC 150/5370-2, latest edition, or any of the references therein.
- c. Inspect all construction and storage areas as often as necessary to be award of conditions.
- d. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

## APPROACH CLEARNANCE TO RUNWAYS

This project does not have any effect on the approach surface to RW 5-23.

## RUNWAY SAFETY AREA (RSA) and TAXIWAY SAFETY AREA (TSA)

### **a. Procedure for protecting runway edges.**

- Limit construction to no closer than 200 feet from the runway centerline – unless the runway is closed or restricted to aircraft operations.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300 -13, latest edition, Paragraph 306, "Obstacle Free Zone (OFZ)", from penetrating the OFZ.
- Coordinate construction activity with the Airport Traffic Control Tower (ATCT) and FAA/BOA, and through the airport operator, issue an appropriate NOTAM.

### **b. Procedures for protecting runway ends.**

- Airport Maintenance personnel will be present during all construction activity inside of the RSA and will maintain radio contact with the ATCT and the Construction Contractor at all times in order to clear the RSA during aircraft operation.
- No equipment will be in the RSA during aircraft departures or landing on either Runway 5 or Runway 23 (Pull back).
- No construction will take place when weather conditions are below VFR minimums (1000-3).
- Runway 5-23 will be closed to all aircraft operations from 11:30 PM until 5:30 AM daily when construction with the RSA will be taking place.
- During Runway Safety Area Construction the ILS will be NOTAMed Out of Service for both Runway 5 and Runway 23.
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface, as defined in Appendix 2, "Threshold Siting Requirements", of AC 150/5300 -13, latest edition.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, latest edition, from penetrating the obstacle free zone (OFZ).
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the ATCT and FAA/BOA, and through the airport operator, issue an appropriate NOTAM.
- The project will not affect the surfaces at the Runway 5 or Runway 23.

## CLOSED RUNWAY MARKINGS AND LIGHTING

The following items are required to be performed when Runway 5-23 is closed.

- The lighted runway closure “X’s” will be placed at each end of the Runway 5-23.
- During Runway 5-23 closure the runway lights will be turned off.

#### HAZARDOUS AREA MARKING AND LIGHTING

Hazardous areas on the movement area will be marked with low profile barricades. These markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, identify hazardous areas with red flashing lights. The hazardous area marking and lighting will be supplied by the contractor, as specified in the contract documents, and are depicted on the plans.

#### TEMPORARY LIGHTING AND MARKING

There are no temporary lighting or pavement markings required for this project. All lighting and pavement markings will be permanent per the contract drawings..

#### VEHICLE OPERATION MARKING AND CONTROL

- a. When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type amber light.
- b. It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or number that are prominently displayed on each side of the vehicle. The identification symbols should be at minimum 8-inch block-type characters of a contrasting color and easy to read. They may be applied either by using tape or water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media, as specified in the approved security plan.

#### PHASING NOTES:

P1. This project has been separated into a minimum of two (2) separate phases. There may be additional subphases depending on funding. Project Phasing as proposed, is necessary to maintain aircraft access to and from the General Aviation Apron during construction activities.

P2. Phase 1 work pertains to work on RW 15-33 outside of the Runway 5-23 Safety Area (RSA). This Phase can be completed without any significant time restrictions (i.e. multiple shifts, 24 hours per day and 7 days a week). Runway 5-23 must remain open and no activities are permitted within the RSA while construction proceeds in this Phase.

P3. Construction vehicles must remain clear of the Runway 5-23 Safety Area when this runway is open.

P4. Phase 1 has been separated into 5 subphases (A, B, C, D, and E). Only one subphase can be constructed at one time. Although this limits the size of each work area, this is necessary to minimize disruption of aircraft movements to and from the General Aviation (GA) Apron area. TAXIWAY B OR TAXIWAY C MUST BE OPENED AND AVAILABLE AT ALL TIMES.

P5. Phase 4 work is located within the Runway 5-23 Safety Area. This work can only be completed at night between the hours of 12:00 am and 5:30 am, up to 7 days per week. When working on Phase 4, Runway 5-23 must be NOTAM closed.

P6. When working on Phase 4 at night, all work must be completed and ready for inspection before 5:30 am each morning. Runway 5-23 and Taxiway A, and its associated safety areas, must be inspected each morning prior to reopening the runway or taxiway. Refer to Safety Note S3 for grading and pavement drop-off requirements. If the runway or taxiway is not reopened by 5:30 am, liquidated damages will be assessed at \$500.00 per each 5-MINUTE interval the runway is not reopened.

#### SAFETY NOTES:

S1. When working within any Runway Safety Area (Excavation, Paving, etc.) the Runway must be NOTAM closed and the runway closure X's must be placed and maintained at each end of the closed runway.

S2. For each Phase of the project, a sufficient number of low profile barricades must be placed around the perimeter of the work area to keep adequate separation between aircraft, construction workers and construction vehicles.

S3. Runway Safety Areas (RSA's) and Taxiway Safety Areas (TSA's) must be capable of supporting aircraft without causing structural damage to aircraft or injury to their occupants. Therefore, before a runway or taxiway is reopened, all excavation within the RSA or TSA must be backfilled, re-graded, and compacted so there are no trenches or holes exceeding 3" in depth or grades exceeding 5% respectively. This backfill and re-grading effort shall be incidental to the construction operations.

S4. Any area disturbed due to borrow, stockpiling, or hauling operations must be re-graded and reseeded to the satisfaction of the ENGINEER. Reseeding of any borrow, stockpile, or haul road area will be at the CONTRACTOR's expense.

**COMPLIANCE STATEMENT**

I \_\_\_\_\_ have read the "SAMPLE IMPROVEMENT PROJECT" Construction Safety and Phasing Plan (on sheets AP-XX and AP-XX), formally approved on DATE, and will abide by it as written and with the following additions as noted:

Airport Operator

Airport Engineer

**Sample Airport Authority**

**Sample Consultant**

---

*John A Smith*  
Airport Director

---

Contractor

Subcontractor

**Sample Company**

**Smith Electrical**

---

---

## **8.4 Project/Program Checklists**

Following in this section:

- Engineering Contract Checklist
- Design & Construction Checklist
- Equipment Acquisition Checklist
- Land Acquisition Checklist

### **8.4.1 Engineering Contract Checklist**

Airport: \_\_\_\_\_

Project: \_\_\_\_\_

The following items and provisions must be considered in preparing or reviewing a contract for engineering consultant services:

Y/N

- \_\_\_ 1. Selection and procedures were in accordance with requirements in Sponsor’s Guide?
- \_\_\_ 2. Effective date of contract specified?
- \_\_\_ 3. Provides names, descriptions and addresses of the parties to the agreement?
- \_\_\_ 4. Describes nature, extent and character of the project and location thereof?
- \_\_\_ 5. Describes Consultant services to be rendered?
- \_\_\_ 6. Delineates responsibilities of all parties involved in the project’s execution?
- \_\_\_ 7. Includes mandatory contract provisions?
- \_\_\_ 8. Provides for negotiation of the contract on the basis of project scope changes?
- \_\_\_ 9. Provides for reproducible copies of planning and design specifications and drawings to be made available upon sponsor request?
- \_\_\_ 10. Describes compensation, method of payment and payment schedules?
- \_\_\_ 11. Provides a breakdown of engineering services and costs applicable to approved work items by fiscal year for multi-year contracts?
- \_\_\_ 12. Non-eligible item engineering and costs are segregated in the contract?
- \_\_\_ 13. Provides for termination of Consultant services prior to completion of work if necessary?
- \_\_\_ 14. Costs are formatted in [AC 150/5100-14](#)?
- \_\_\_ 15. The contract is free from ‘cost plus a percentage’ provisions?

16. Estimated Costs:

- A. Project’s total estimated construction cost: \$ \_\_\_\_\_
- B. Project’s approved/anticipated construction funds \$ \_\_\_\_\_
- 17. Proposed Contract Amount \$ \_\_\_\_\_
- A. Basic Service Fee \$ \_\_\_\_\_
- B. Special Service Fee (estimate) \$ \_\_\_\_\_

18. Denote all applicable categories

Activity	Method of Payment	Amount
___ Pre-application Preparation	_____	\$ _____
___ Project Application Preparation	_____	\$ _____
___ Pre-application Preparation	_____	\$ _____
___ ALP Update	_____	\$ _____
___ NEPA Document Preparation	_____	\$ _____
___ Relocation Plan Preparation	_____	\$ _____
___ Property Map Exhibit Preparation	_____	\$ _____
___ Property Survey and Plats	_____	\$ _____
___ Testing	_____	\$ _____
___ Provide Resident Engineer	_____	\$ _____
___ Provide Record Plans	_____	\$ _____
Other _____	_____	\$ _____

**8.4.2 Design & Construction Project Checklist**

Airport Name	
Project Description	
Contract #	
Sponsor Contact	
Sponsor Phone #	
Sponsor Fax #	
Sponsor E-mail	
BOA Regional Project Manager	
Mock Check Presentation	

Grant Information	Project Grant Budget	Amendment Grant Budget
Total \$		
Federal \$		
State \$		
Local \$		

Pay Request #	Amount Paid	Comments
1		
2		
3		
4		
5		
6		

Amendment Request	Amendment #	Amount	Description
Scope Change			
Time Extension			
Cost Increase			

Consultant Name	
Consultant Contract	
Consultant Phone & Fax #'s	
Consultant E-mail	
Engineering Cost	
Supplement 1	
Supplement 2	
Sponsor Survey Score	

**Design & Construction Project Checklist (cont.)**

General Requirements	Required	Received	Comments
Sponsor Certification for Consultant Selection			
Consultant Selection Report Date ( <a href="#">AC-150/5100-14</a> )			
BOA Concurrence Date			
Project Scope of Work ( <a href="#">AIP Handbook 5100.38</a> )			
Administration Plan ( <a href="#">AIP Handbook 5100.38</a> )			
In-Kind Services ( <a href="#">AIP Handbook 5100.38</a> )			
Force Account ( <a href="#">AIP Handbook 5100.38</a> )			
Ineligible work items			
Independent Fee Estimate ( <a href="#">AC-150/5100-14</a> )			
Project Cost Proposal ( <a href="#">AC-150/5100-14</a> )			
BOA Review- Notice to Proceed			
Executed Engineering Agreement			
Engineering Contract Checklist			
ALP Pen & Ink Update			
Preliminary Milestone Schedule			
Environmental Finding ( <a href="#">FAA Order 5050.4</a> )			
Finding of No Significant Impact (FONSI)			
FAR 150 Coordination			
FAA Form 7460			Determination of:
BOA Form AV-57			Determination of:
RSA Determination			
Compliance Checklist			
Aviation Specialist Coordination			

**Design & Construction Project Checklist (cont.)**

**Design & Bidding Phase**

Design	Required	Received	Comments
Field Scoping Meeting			
Pre-design Meeting ( <a href="#">AC 150/5300-9</a> )			
Agenda			
Minutes			
Updated Milestone Schedule			
Project Specific AC _____			
_____ % Design Review Meeting			
Safety Phasing Plan			
Modification of Standards/Deviations from Standards			
Engineer’s Report			
Engineer’s Report Checklist			
Engineer’s Probable Cost			
In-eligible items of Work			
Plans & Specifications Checklist ( <a href="#">AC 150/5300-13</a> )			Plans & specs must be completed NLT 120 days after grant offer acceptance
Erosion & Sedimentation Plan			
Plans & Specification Checklist			
20 Point Checklist			
Engineer’s Certification of Plans & Specifications			
Sponsor’s Certification of Plans & Specifications			
Permits & Local Approvals Received			
BOA Review			
Second Aviation Specialist Coordination			
Bidding			
Pre-Bid Meeting ( <a href="#">AC 150/5300-9</a> )			
Addendum #1			

**Design & Construction Project Checklist (cont.)**

**Design & Bidding Phase**

Bidding (continued)	Required	Received	Comments
Addendum #2			
Addendum #3			
Bid Tabulations			
Contractor Responsibility Provisions Check (FID Number)			
Certificate of Clearance			
Bid Award Concurrence			
DBE/EEO Goals/Participation			

**Construction Phase**

	Required	Received	Comments
<u>Construction Contract</u>			Name: Amount: \$
Change Order #1			Amount: \$
Change Order #2			Amount: \$
Change Order #3			Amount: \$
Sub-contractor Agreements			
Utility Agreements			
Construction Mgt Plan (paving over \$250K)			
Contractor Safety & Phasing Plan			
Pre-Construction Meeting ( <a href="#">AC 150/5300-9</a> )			
Agenda			
Minutes			
Contractor Notice to Proceed			
Ground Breaking Ceremony			
Value Engineering Proposal			

**Design & Construction Project File Checklist (cont.)**

Construction Contract (continued)	Required	Received	Comments
Periodic Construction Field View			
Weekly Progress Reports			
Final Construction Inspection			
Agenda			
Minutes			
Yellow Form			
Punch List Items Complete			
Ribbon Cutting Ceremony			
Summary of Testing			
Final Project Costs Summary			
Equipment/Construction Contract Sponsor Certification			
Sponsor Acceptance of Construction Work			
Revised Exhibit A Property Map			
ALP Pen& Ink Update			
Record Drawings			
Maintenance Bond			

Tele-con Records Log (Staple to Checklist)


Other Correspondence


**Design& Construction Project Checklist (cont.)**


Project Briefings (Attach)

**Date Project Files moved to closed area**

### General Requirements

Sponsor Certification for Consultant Selection	Required	Received	Comments
Consultant Selection Report Date ( <a href="#">AC-150/5100-14</a> )			
BOA Concurrence			
Project Scope of Work ( <a href="#">AC-150/5100-14</a> )			
Administration Plan ( <a href="#">AIP Handbook 5100.38</a> )			
In-Kind Services ( <a href="#">AIP Handbook 5100.38</a> )			
Force Account ( <a href="#">AIP Handbook 5100.38</a> )			
Local Piggyback Purchasing Program			
Other Cooperative Purchasing Program			
Ineligible Items of Work			
Independent Fee Estimate ( <a href="#">AC-150/5100-14</a> )			
Project Cost Proposal ( <a href="#">AC-150/5100-14</a> )			
BOA Notice to Proceed			
Executed Engineering Agreement			
Engineering Contract Checklist			
Preliminary Milestone Schedule			
Environmental Finding ( <a href="#">FAA Order 5050.4</a> )			
Finding of No Significant Impact (FONSI)			
FAA Form 7460			Determination of:
BOA Form AV-57			Determination of:
Snow Removal			

Equipment Plan			
Compliance Checklist			

**Design & Bidding Phase**

Design	Required	Received	Comments
Field Scoping Meeting			
Pre-Design Meeting			
Agenda			
Minutes			
Specific Equipment			
Modification of Standards/Deviation from Standards			
Engineer’s Probable Cost			
_____ %			
Design Review Meeting			
Equipment Specifications Review Checklist			
Aviation Specialist Coordination			
20 Point Checklist			
BOA Review			
Bidding			
Pre-Bid Meeting ( <a href="#">AC 150/5300-9</a> )			
Addendum #1			
Addendum #2			
Addendum #3			
Bid Tabulations			
Contractor Responsibility Provisions Check (FID #)			
Certificate of Clearance			
Bid Award Concurrence			
DBE/EEO Goals/Participation			

### 8.4.3 Equipment Acquisition Project File Checklist

Airport Name	
Expiration Date	
Final Inspection Date	
Sponsor Contact	
Sponsor Phone	
Sponsor Fax #	
Sponsor E-mail	
BOA Regional Project Manager	
Mock Check Presentation	

<u>Grant Information</u>	Project Grant Budget	Amended Grant Budget
Total \$		
Federal \$		
State \$		
Local \$		

Pay Request #	Amount Paid	Comments
1		
2		
3		
4		
5		
6		

<u>Amendment Requests</u>	Amendment #	Amount	Description
Scope Change			
Time Extension			
Cost Increase			

Consultant Name	
Consultant Contract	
Consultant Phone & Fax #’s	
Consultant E-mail	
Engineering Cost	
Supplement 1	
Supplement 2	
Sponsor Survey Score	

### Acquisition Phase

	Required	Received	Comments
Vendor Contract			Name:
Change Order 1			Amount:\$
Change Order 2			Amount:\$
Change Order 3			Amount:\$
Proof of Contractors Involvement in Purchasing Program			
Pre-Construction Meeting ( <a href="#">AC 150/5300-9</a> )			
Agenda			
Minutes			
Contractor Notice to Proceed			
Value Engineering Proposal			
Periodic Manufacturer Field View			
Final Equipment Inspection			
Agenda			
Minutes			
Yellow Form			
Punch List items Complete			
Ribbon Cutting Ceremony			
Summary of Testing			
Final Summary of Project Costs			
Sponsor Certification for Equipment/Construction Contracts			
Sponsor Acceptance of Equipment Procurement			
Airport Equipment Inventory List (Vehicle ID# and Registration information)			

**Tele-con Records Log (Staple to Checklist)**


**Other Correspondence**


**Project Briefings (Attach)**

**Date Project Files moved to closed area**

**8.4.4 Land Acquisition Project File Checklist**

Airport Name	
Project Description	
Contract #	
Expiration Date	
Sponsor Contact	
Sponsor Phone & Fax	
Sponsor E-mail	
BOA Regional Project Manager	
Mock Check Presentation	

Grant Information		
	Project Grant Amount	Amended Grant Budget
Total Funds		
Federal Funds		
State Funds		
Local Funds		

Pay Request #	Amount Paid	Comments
1		
2		
3		
4		
5		
6		

Amendment Requests	Amendment #	Amount	Description/Comments
Scope Change			
Time Extension			
Cost Increase			

Consultant Name	
Point of Contact	
Phone & Fax #'s	
E-mail	

Engineering \$	
Supplement 1	
Supplement 2	
Sponsor Survey Score	

General Requirements	Required	Received	Comments
Sponsor Certification for Consultant Selection			
Consultant Selection Report Date ( <a href="#">AC-150/5100-14</a> )			
BOA Concurrence Date			
Project Scope of Work ( <a href="#">AIP Handbook 5100.38</a> )			
Administration Plan ( <a href="#">AIP Handbook 5100.38</a> )			
In-Kind Services ( <a href="#">AIP Handbook 5100.38</a> )			
Force Account ( <a href="#">AIP Handbook 5100.38</a> )			
Ineligible work items			
Pre-design Meeting ( <a href="#">AC 150/5300-9</a> )			
Agenda			
Minutes			
Independent Fee Estimate ( <a href="#">AC-150/5100-14</a> )			
Project Cost Proposal ( <a href="#">AC-150/5100-14</a> )			
BOA Review- Notice to Proceed			
Executed Engineering Agreement			
Engineering Contract Checklist			
ALP Pen& Ink Update			
Preliminary Milestone Schedule			
Environmental Finding ( <a href="#">FAA Order 5050.4</a> )			
Finding of No Significant Impact (FONSI)			
Phase I EDDA			
Phase II EDDA			
FAR 150 Coordination			

FAA Form 7460			Determination of:
---------------	--	--	-------------------

BOA Form AV-57			Determination of:
RSA Determination			
Compliance Checklist			
Aviation Specialist Coordination			

**Appraisal and Negotiation Phase ([AC 150/5100-17](#))**

Appraisal	Required	Received	Comments
Develop Exhibit A Property Map			
Prepare sketch of taking, total ownership and overlay onto an approved ALP drawing			
Preliminary title search, surveys & PLATS			
Select & Negotiate with PennDOT approved review appraiser			Appraiser Contract: \$
Appraisal			Land Value: \$
Select & Negotiate with PennDOT approved review appraiser			Review Appraiser Contract: \$
Review Appraisal			Land Valued at: \$
Report any Conflicts of Interest			
Land Acquisition Consultant			Contract: \$
Prepare Relocation Plan			
Negotiation			
Negotiate Settlement			Negotiated Amount: \$

Administrative Settlement			Amount: \$
Condemnation/Eminent Domain			Amount: \$
Excess Land			Disposed of by:
Donations			Amount: \$
Aviation Easements			Amount: \$
Hazard Zoning in Place			
Utility Relocation			Amount: \$
Relocation Assistance Requirements			Amount: \$

Acquisition Phase	Required	Received	Comments
Attorney to File Deed & Prepare Title Option			
Agreement of Sale			
Certificate of Title Insurance			
Grant Agreement recorded at County Courthouse as Part of Deed Special Condition #5			
Settlement			
Land Acquisition Cost Breakdown Summary			
Certificate of Title			
Revised Exhibit A Property Map			
Certification for Real Property Acquisition			

**Tele-con Records Log (Staple to Checklist)**



**Other Correspondence**


**Project Briefings (Attach)**

**Date Project Files moved to closed area**

## **8.5 Grant Assurances – Federal**

Updated 3/06

### **FEDERAL ASSURANCES**

#### **General**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C. subtitle VII, as amended. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

#### **Duration and Applicability**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue, so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility

or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33 and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

### **Sponsor Certification**

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act – 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) – 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C. Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. 794.

- n. Civil Rights Act of 1964 – Title VI – 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power Plant and Industrial Fuel Use Act of 1978 – Section 403-2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327. et seq.<sup>1</sup>
- t. Copeland Antikickback Act – 18 U.S.C. 874.<sup>1</sup>
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542 as amended.
- w. Single Audit Act of 1984 – 31 U.S.C. 7501. et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 – 41 U.S.C. 702 through 706.

## Executive Orders

- Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- Executive Order 11990 – Protection of Wetlands
- Executive Order 11998 – Floodplain Management
- Executive Order 12372 – Intergovernmental Review of Federal Programs
- Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- Executive Order 12898 – Environmental Justice

## Federal Regulations

- a. 14 CFR Part 13 – Investigative and Enforcement procedures.
- b. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 – Airport noise compatibility planning.
- d. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety standards Act).<sup>1</sup>

- g. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 – New restrictions on lobbying.
- j. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation- effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 – Participation by Disadvantaged Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 – Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 – Nondiscrimination of the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

### **Office of Management and Budget Circulars**

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

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

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

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

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

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carryout the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carryout the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall, in writing, direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement, which it will own or control.

**4. Good Title**

- a. It, a public agency or the Federal Government holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers**

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

public-use airport in accordance with these assurances for the duration of these assurances.

- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintains in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

**6. Consistency with Local Plans**

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

**7. Consideration of Local Interest**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users**

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

**9. Public Hearings**

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

**10. Air and Water Quality Standards**

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

**11. Pavement Preventive Maintenance**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System Audit, and Record Keeping Requirements**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of the portion of the cost of the project supplied by other sources, and such other financial records pertaining to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient in any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractor shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference**

It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to

Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

**17. Construction Inspection and Approval**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor’s employment of specific consultants and their subcontractors to do all or any part of the project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor’s employees to do all or any part of the project.
- h. It understands and agrees that the Secretary’s approval of this project grant or the Secretary’s approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon, which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climate and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for:

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climate conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure of facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operator making the same or similar uses of such airport and utilizing the same or similar facilities.

- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-base operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonable withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**23. Exclusive Rights**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-base operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-base operator to provide such services, and

- b. If allowing more than one fixed base operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-base operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity not existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3,

1982, in governing statutes controlling the owner or operator’s financing, provide for the use of the revenues from any of the airport owner or operator’s facilities, including the airport, to support not only the airport but also the airport owner or operator’s general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport ( and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 or Title 49, United States Code.

## **26. Reports and Inspections**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary.
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request:
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property

## **27. Use by Government Aircraft**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any area of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan**

- a. It will keep up-to-date at all times an airport layout plan of the airport showing:
  - (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and
  - (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
  
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - (1) eliminate such adverse effect in a manner approved by the Secretary; or
  - (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

**30. Civil Rights**

It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received

from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
- b. the period during which the sponsor retains ownership or possession of the property.

### **31. Disposal of Land**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary:
  - (1) be paid to the Secretary for deposit in the Trust Fund, or
  - (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of noise compatibility program.
- b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportional share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will,
  - (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or
  - (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- (2) Land shall be considered to be needed for airport purposes under this assurance if:
  - (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and
  - (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest of right therein necessarily to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services**

It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Marked Restrictions**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory circulars for AIP projects, dated July 1, 2005 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition**

- (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement

under 18 U.S.C. 1001 and or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions of the hangar as the airport owner or operator may impose.
- 39. Competitive access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at the airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
    1. Describes the request;
    2. Provides an explanation as to why the request could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
  - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## **8.6 Grant Assurances – State**

### **AIRPORT SPONSOR ASSURANCES FOR STATE AGREEMENTS**

1. Allowable costs. The total cost of the Project eligible for payment shall be composed of the allowable direct costs of the Project plus any indirect costs specifically approved by the Department.

2. Project account. The Airport Sponsor shall maintain a separate and special account for all Projects ("Project Account"). The Airport Sponsor shall credit all Federal, State, and local funds used to pay Project costs to the Project Account. The Sponsor shall submit to the Department an itemized report of this credit and all monies expended from the Project Account.

3. Cost documentation. All Project costs, including the cost of services performed by the Airport Sponsor or others, shall be charged to the Project Account. Costs so charged shall be supported by properly certified payrolls, invoices, contracts, vouchers, or other records showing in appropriate detail the nature and propriety of the charges.

4. Cost administration. All Project obligations and disbursements of Project funds shall be made only in conformity with the Project Application as approved by the Department

5. Use for aviation purposes. The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation. However, the Department may grant a waiver for the purpose of enabling non-aeronautical activities based on a case by case analysis of a written request submitted by the Airport Sponsor.

6. Maintenance of Facilities. All Project facilities must be used by the Sponsor for aviation purposes and activities approved by the Department. If any Project facilities are not used for aviation purposes, or if the airport for which the Project is approved ceases to function as a public airport, for ten years from the date of Project completion or at any time during the estimated useful life of the Project facilities or equipment, whichever period is greater, the Sponsor shall be liable for repayment to the Department of any or all funds contributed by the Department under this Agreement. Such repayment must be made promptly by the Sponsor upon receipt of written demand from the Department. If the airport at which the Project is constructed is abandoned for any reason, the Department may in its discretion discharge the Sponsor from any repayment obligation upon written request by the Sponsor.

7. Records. The Airport Sponsor shall, at its principal place of business, maintain full and accurate records pertaining to all matters covered by the Agreement during its term and for three years beyond the date of final Project payment. The Airport Sponsor shall permit the Department, during regular business hours and at all other reasonable times, to have free access to original instruments, including any records or copies of records in the Airport Sponsor's possession, custody, or control, for examination and audit. The access shall include the right to make and carry away transcripts and copies and to inspect all Project-related data, documents, proceedings, records, and notes of activities. If, as a result of an audit, the Department is found to have made overpayments or payments of ineligible charges, the Airport Sponsor agrees, upon the demand of the Department, to refund the overpaid or ineligible amounts. In the event of its failure to comply, the Airport Sponsor expressly authorizes the Department to deduct the amount demanded from payments due in this or any other project undertaken by the Airport Sponsor.

8. Reports. The Airport Sponsor shall, at such times and in such form as the Department may require, furnish the Department with periodic reports concerning the status of the Project and the Project Account and with statements, certificates, approvals, and proposed budgets, as well as copies of proposed and executed contracts, purchase orders, salary schedules, and other information relative to the Project. The Airport Sponsor shall furnish the Department, at no charge, two copies each of all studies, reports, surveys, proposals, plans, codes and regulations, maps, charts, schedules, photographs, exhibits, and other materials prepared or developed in connection with or as part of the Project.

9. Notice of assistance. All reports, maps, and other documents completed as part of the Project, other than documents prepared exclusively for internal use by the Airport Sponsor, shall contain an appropriate notice of the financial assistance provided by the Department.

10. Equal Employment Opportunity. The Airport Sponsor shall comply with the terms of the Commonwealth Nondiscrimination/Sexual Harassment Clause dated June 30, 1999, which is incorporated by reference into this Agreement. The Airport Sponsor shall incorporate this clause into all Project contracts and require all Project contractors to incorporate the clause into all Project subcontracts. In addition, the Airport Sponsor shall comply, and require its contractors to comply, with the provisions of Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

11. Copyrights. The Airport Sponsor agrees that the Department shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data or material. No report, document or other material produced in whole or in part with the funds provided to the Airport Sponsor shall be subject to copyright in the United States or any other jurisdiction. The Airport Sponsor shall not include in its data any copyrighted matter without the written approval of the copyright owner and the Department.

12. Conflict of interest. No officer, employee, or agent of the Airport Sponsor who has exercised or will exercise any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of any work contemplated by the Agreement has acquired or shall voluntarily acquire, prior to the completion of Project work, any personal interest, direct or indirect, incompatible or in conflict with the discharge of his functions or responsibilities with respect to the Project. Any person who shall involuntarily acquire any such incompatible or conflicting personal interest shall immediately disclose his interest to the Department in writing. Thereafter he shall not participate in any action affecting the work under the Agreement unless the Department shall have determined that, in light of the personal interest disclosed, his participation in such action would not be contrary to the public interest.

13. Employer responsibilities. The Airport Sponsor certifies that it has performed and will perform its services under the grant agreement as an independent contractor and that, in performing all of its services under the terms of the Agreement, it has made provision for Workmen's Compensation where required and has carried out or will carry out full responsibilities for the payment of Social Security taxes as well as all income tax deductions and any other taxes or payroll deduction required by law for its employees who have performed services under the Agreement.

14. Offset provision. The Airport Sponsor agrees that the Commonwealth may offset the amount of any state tax or Commonwealth liability of the Airport Sponsor or its affiliates and subsidiaries that is owed to the Commonwealth against any payments due the Airport Sponsor under this or any other contract with the Commonwealth.

15. Liability and indemnification. The Airport Sponsor shall indemnify, save harmless and defend (if requested) the Department, its officers, agents, and employees from any and all claims, demands and actions based upon or arising out of any services performed by the Airport Sponsor, its officers, employees, agents and contractors under the Agreement. The Airport Sponsor's standard liability insurance policies have been, or shall be, endorsed to protect the Airport Sponsor and the Department from all claims of bodily injury (including death) and property damage arising out of any of the services performed by the Airport Sponsor and its employees and agents under this Agreement.

16. Assignment; novation. The Airport Sponsor certifies that it has not assigned or transferred any interest in the Agreement through either assignment or novation and agrees that it will not do so, without prior written approval of the Secretary of Transportation.

17. Required provisions. The Airport Sponsor agrees to comply with the Commonwealth Contractor Integrity Provisions dated December 20, 1991; the Provisions concerning the Americans with Disabilities Act dated January 16, 2001; and the Contractor Responsibility Program dated April 16, 1999, all of which are incorporated by reference into this agreement.

18. Compliance. If the Airport Sponsor should fail to comply with any grant or licensing requirements, the Department, in its sole discretion, may withhold payments to

the Airport Sponsor for existing grants and may refuse to consider the Airport Sponsor’s future grant pre-applications. The Department will, however, consider Airport Sponsor pre-applications for work to bring the airport into compliance with licensing criteria.

19. Contract award. The Sponsor shall award the construction contract or contracts for the Project to the lowest responsive and responsible bidder after a review of competitive bids solicited under a procedure acceptable to the Department.

The Sponsor agrees to comply, and to have its contractor(s) comply, with the following Pennsylvania Department of Transportation Publications:

- a. Pub. 405 - Sponsor’s Guide (Latest Version)

20. Cash Flow Requirements – The Sponsor must provide the Bureau of Aviation with quarterly cash flow updates until the project is completed.

## **8.7 Special Conditions**

### **Special Conditions for Block Grants**

#### **Land Purchase**

1. It is understood and agreed that the Pennsylvania Department of Transportation Bureau of Aviation (Bureau) will not be obligated to pay for the land interests included in the project description and until the Sponsor has submitted a copy for the Agreement of Sale and Certificate of Title Insurance to the Bureau.
2. 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 an airport hazard or which will 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.
3. The Sponsor agrees to perform within 2 years of the execution of this grant, the airport development which requires this land acquisition and further agrees not to dispose of the land by sale or by lease without prior consent of the Bureau. In the event the land is not used for the purpose for which it was acquired, the Sponsor shall refund to the Bureau the block grant and State shares of acquisition cost or a proportionate share of the current fair market value of the land, whichever is greater.
4. Prior to beginning formal appraisals for land acquisition projects, the Sponsor shall ensure that the proposed acquisition is depicted on the approved Airport Layout Plan (ALP). In addition, the Sponsor shall ensure that the proposed acquisition has been approved environmentally as categorically excluded or has received a Finding of No Significant Impact (FONSI) as required.
5. It is understood and agreed that the Sponsor will have the Grant Agreement appropriately recorded at the county courthouse as part of the deed of the land purchased with this grant. The Sponsor further agrees to submit to the Bureau verification of such filing within sixty days of this grant agreement of closing date, whichever is later.
6. In addition to the land descriptions described in paragraph s 5 and 7, the deed (s) for land that has been reimbursed under this block grant will state that if the land is no longer needed for airport purposes, the land must be disposed of at Fair Market Value (FMV), and the State and Block Grant's proportionate share, ninety percent (90%) of the sale or the amount of the grant, whichever is greater, will be returned to the Bureau. If the land value has been reimbursed as the Sponsor's share of a Block Grant or if new airport land is acquired with Block Grant funds,

then the deed obligation for repayment of the proportionate share to the Bureau must run in perpetuity.

7. The owner will not sell, lease, encumber or otherwise transfer or dispose of any part of the land dedicated as airport property, as depicted on the Airport Property Map, or other interests in the property for the duration of the latest grant obligation without the Bureau's approval for a period of twenty (20) years from the date of the most recent design or construction grant.
8. Any Sponsor of a publicly owned airport agrees to full compliance with the provisions of the Eminent Domain Code of 1964, 26 P.S. 1-101 et. Seq.

### **Construction Projects**

1. The Sponsor agrees to comply with the Federal Procurement procedures including but not limited to applicable certifications or all construction and equipment purchase contracts awarded in conjunction with this grant. The Sponsor also agrees to comply with the Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.
2. Buy American Requirement; unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire steel or manufactured products produced outside of the United States to be used for any airport development or noise compatibility project for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
3. It is understood and agreed that within 120 days after the date of acceptance of this Grant Offer, the Sponsor shall furnish certified final plans and specifications for the development described under the project description to the FAA and that no construction work will be commenced hereunder or will there be any advertisement for bids for accomplishment of such work until the said certified plans and specifications have been received by FAA; and the parties do hereby further covenant and agree that any reference made in this Grant Offer or in the aforesaid application to plans and specifications shall be considered as having reference to said certified final plans and specifications.
4. It is understood that a final determination on the eligibility of the items of development included in the project description shall be made by the Bureau prior to commencement of construction.
5. It is understood and agreed that the Sponsor shall submit a Project Status Report no less often than quarterly and with each payment package.

6. It is understood and agreed that the Sponsor will, with or without Block Grant funds, within three years of acceptance of this Grant Offer, complete a useful and useable airport facility.
7. Prior to beginning formal preparation of plans, specifications and cost estimates for airport development or maintenance projects, the Sponsor shall ensure that the proposed development has been/is depicted on the approved Airport Layout Plan (ALP). In addition, the Sponsor shall ensure that the proposed development has been approved environmentally as categorically excluded or has received a Finding of No Significant Impact (FONSI) as required.

### **Planning Projects**

1. The Sponsor agrees to comply with the Federal Procurement procedures including but not limited to applicable certifications or all construction and equipment purchase contracts awarded in conjunction with this grant. The Sponsor also agrees to comply with the Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.
2. It is understood and agreed that the Sponsor shall submit a Project Status Report no less often than quarterly and with each payment application.
3. It is understood and agreed that the sponsor will submit for Bureau approval, a work scope and cost estimate for planning tasks to be accomplished under this project. It is further understood and agreed that any costs expended to accomplish planning tasks to acceptance of this Grant Offer will not be eligible for Block Grant participation.
4. It is understood and agreed that the Sponsor will not commence the Master Plan a stated in the project description nor will the Bureau be obligated to pay for such development, unless the Bureau approves the scope and cost estimates of consultant services to be provided for that development.
5. Prior to beginning the formal planning study (Airport Master Plan, Action Plan or Environmental Assessment) the Sponsor shall ensure that the proposed planning study has been approved environmentally (Categorical Exclusion) as required for planning grants.

### **Equipment Grants**

1. The Sponsor agrees not to dispose of the equipment acquired under this project by sale or lease without prior Bureau consent. Further, the Sponsor agrees to refund the Commonwealth share of acquisition cost or the Fair Market Value (FMV) of the equipment, whichever is greater, at the time of the sale or expiration of the period stated in the Agreement in the event the equipment is not used for purposes for which it was originally acquired. In the event the equipment is used

as trade-in for purchase of other equipment, the FMV of trade-in will be considered as State share of eligible costs.

2. The Sponsor shall submit information regarding registration and vehicle identification numbers before final payment can be made under this agreement.
3. The Sponsor agrees to comply with the Federal procurement procedures including but not limited to applicable certifications or all construction and equipment purchase contracts awarded in conjunction with this grant. The Sponsor agrees to comply with the Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.
4. It is understood and agreed that the Sponsor shall submit a Project Status Report no less often than quarterly and with each payment package.
5. Prior to beginning the formal preparation of specifications for equipment procurement, the Sponsor shall ensure that the proposed equipment procurement has been approved environmentally (Categorical Exclusion) as required for planning grants.

### **Paving Projects over \$250,000**

The Sponsor agrees to the following:

1. Furnish a construction management program to the Bureau 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 Federal specifications. The program shall include as a minimum:
  - a. 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.
  - b. Names of testing laboratories and consultant engineer firms with quality control responsibilities on the project, together with a description of the services provided.
  - c. 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 (D366, C1077).
  - d. Qualifications of engineering supervision and construction inspection personnel.
  - e. A listing of all tests required by the contract specifications, including the type and frequency of the tests to be taken, the method of sampling, the applicable test standard and the acceptance criteria of tolerances permitted for each test type.

- f. Procedures for ensuring that tests are taken in accordance with the program, that they are documented daily and that the proper corrective actions are undertaken, as necessary.
2. Submit at project completion a final test and quality control report documenting the results of all tests performed highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting out of tolerance material. An interim test and quality control report shall be submitted at Bureau request.
3. Failure to provide a complete report as described in paragraph 2 or failure to perform such tests shall, absent any compelling justification, result in a reduction of Block Grant participation for costs incurred in connection with construction of the actual pavement. Such reduction shall be at the Bureau's discretion and will be based upon 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.
4. The Bureau, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly, if such independent tests determine the Sponsor's tests to be inaccurate.

### **NAVAID Grants**

1. It is understood and agreed that the Sponsor must provide for the continuous operation and maintenance of the navigation aid funded under this grant during the useful life of the equipment and check the facility prior to its commissioning to assure it meets operational standards. The Sponsor must also remove, relocate or lower each obstruction on the approach to provide for the adequate lighting or marking of the obstruction in any aeronautical study conducted under FAR Part 77 determines acceptable, and mark and light the runway, as appropriate. The Bureau will not take over ownership or operation of this Sponsor-acquired equipment. The Sponsor may request the Bureau to maintain the ILS facility on a reimbursable basis but only after it has been shown that acceptable maintenance support is not available in the commercial sector.
2. It is understood that the Sponsor will not proceed with the installation of AWOS equipment until the Bureau approves the location of field sensor equipment.
3. It is understood and agreed that the Sponsor will, prior to commissioning, execute an agreement with the Bureau attesting to its commitment to install,

operate and maintain the AWOS equipment in accordance with FAA standards.

### **Environmental Assessments**

1. It is understood and agreed upon that the Sponsor will not commence the preparation of the Environmental Assessment funded under this project unless and until the consultant agreement and consultant cost data are approved in writing by the Bureau and not until this office is in receipt of a completed Sponsor Certification for Selection of Consultants form.

### **Grants to Sponsors of Privately Owned Facilities**

1. It is understood and agreed that the Sponsor will have this Grant Agreement and all prior Grant Agreements appropriately filed in the county courthouse records.
2. It is further understood and agreed that no grant payments shall be made under this project until the Sponsor submits evidence to the FAA that all prior Grant Agreements have been appropriately filed in the county courthouse records.
3. Trafficking in Persons
  1. Provisions applicable to a recipient that is a private entity.
    - a. You as the recipient, your employees, sub-recipients and the sub-recipients ‘ employees may not
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or]
      - iii. Use forced labor in the performance of the award or sub-awards under the award
    - b. We as the Federal agency may unilaterally terminate this award without penalty if you or a sub-recipient that is a private entity:
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
        - a. Associated with performance under this award; or
        - b. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an

organization that are provided for in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)”, as implemented by our Agency at CFR Part 29.

2. Provisions applicable to a recipient other than a private entity.  
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity-

Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –

- i. Associated with the performance of this award; or
  - iii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)’, as implemented by our agency at 49 CFR part 29.
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implement section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C 7104(g)), and
    - ii. Is in addition to all other remedies for non-compliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.
4. Definitions. For purposes of this award term:
- a. Employee means either:
    - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program of this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you

- including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced Labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjugation to involuntary servitude, peonage, debt bondage, or slavery.
  - c. “Private Entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - 1. A non-profit organization, including any non-profit institution of higher education, hospital or tribal organization other than the one included in the definition of Indian tribe at 2 CFR 175.25 (b).
      - 2. A for-profit organization.
  - d. “Severe forms of human trafficking”, “commercial sex act”, and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

### **Special Conditions for State Grants**

#### **Construction Grant:**

1. The Sponsor agrees to comply with the Municipal Procurement Procedures for all contracts awarded in conjunction with this grant. The Sponsor agrees to comply with Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.
2. The construction contract for the Project shall be awarded to the lowest responsible qualified bidder after a review of competitive bids solicited after a review of competitive bids solicited under a procedure acceptable to the Pennsylvania Department of Transportation, Bureau of Aviation (Bureau).

#### **Land Grant:**

1. It is understood and agreed that the Bureau will not be obligated to pay for the land interests included in the project description until the Sponsor has submitted a copy of the Agreement of Sale and Certificate of Title Insurance to the Bureau.
2. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone (RPZ) will not build any structure in the RPZ that is an airport hazard or which will create glare or misleading lights or lead to the construction of residences, fuel handling facilities, smoke generating activities or places of public assembly, such as churches, schools, office buildings, shopping centers and stadiums.
3. The Sponsor agrees to perform within 2 years of the execution 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 Bureau. In the event the land is not used for the purpose for which it was acquired, the Sponsor shall refund to the Bureau the State share of acquisition cost or the proportionate share of the current fair market value of the land, whichever is greater.
4. It is understood and agreed that the Sponsor will have this Grant Agreement appropriately recorded at the county courthouse as part of this deed of the land purchased with this grant. The Sponsor further agrees to submit to the Bureau verification of such filing within sixty days of this Grant Agreement's signature date.
5. In addition to the land restrictions described in paragraph 4 and 6, the deed(s) for land that has been reimbursed under this grant will state that if the land is no longer needed for airport purposes, the land must be disposed of at Fair Market Value (FMV), and the State Grant's proportionate share based on the Grant Agreement or the amount of the grant used to purchase the land, whichever is

higher, will be returned to the Bureau. If the land value has been reimbursed as the Sponsor's share of a State grant or if new airport land is acquired with State grant funds, then the deed obligation for repayment of the proportionate share to the Bureau must run in perpetuity.

6. The owner must not sell, lease, encumber or otherwise dispose of any part of the land dedicated as airport property, as depicted on the airport property map, or other interests in the property for the duration of the latest grant obligation without the approval of the Bureau for a period of 10 years from the date of the latest design or construction grant.
7. Any sponsor of a publically owned airport agrees to full compliance with the provisions of the Eminent Domain Code of 1964, 26 P.S. 1-101 et. seq.

### **Planning Grant**

1. Professional service contract(s) shall be made in accordance with the established procedures or recommendations to be in compliance with all requirements of the Pennsylvania Municipality Authorities Act of 1945, as amended.
2. The Sponsor agrees to comply with AC 150/5100-14C, 'Architectural, Engineering and Planning Services for Airport Grant Projects', as amended.

### **Equipment Grant**

1. The Sponsor agrees not to dispose of equipment acquired under this Project by sale or lease without prior Bureau consent and approval. Further, the Sponsor agrees to refund the State share of acquisition cost or the Fair Market Value of the equipment, whichever is greater, at the time of the sale or expiration of the period stated in the Agreement in the event the equipment is not used for purposes for which it was originally acquired. In the event the equipment is sold or traded in, the value shall be used to reduce the amount of the replacement grant or a subsequent grant at the option of the Bureau.
2. The Sponsor shall submit information regarding registration and Vehicle Identification Numbers before final payment can be made under this Agreement.
3. The Sponsor agrees to comply with Federal Procurement Procedures including, but not limited to, applicable certifications and equipment purchase contracts awarded in conjunction with this Grant. The Sponsor agrees to comply with the Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.

## **Hangar Grant**

1. The Sponsor agrees to charge Fair Market Value (FMV) for any tenants housed in hangars paid for by the Bureau. FMV should be shown in a lease between both parties.

### 8.8 Planning Timeline

PLANNING CYCLE -TIMELINE																
Month	CURRENT STATE FISCAL YEAR												NEXT STATE FISCAL YEAR			
	PREVIOUS FEDERAL FY			October	November	December	January	February	March	April	May	June	July	August	September	
REQUIRED ACTION FOR FAA/ACIP AND DISCRETIONARY				NEW Federal Fiscal Year. Project Managers (PM): Fine tune Discretionary Projects for current FFY - Last chance to pull projects not ready!				Mgmt - ACIP to FAA. Only include Discretionary projects that have a 50% chance of having bids no later than June 1 of next FFY. Planner/PM: Work with Sponsors to get Data Sheets for ACIP projects	FAA - Coordinate Application Process with BOA following OST approval. Distribute AIP Funding (i.e., Apportionment and NPE). (Release of Funds vary Jan-Sept) and issue SBGP Grant to BOA.			Project Managers: Bids due for Discretionary projects in current FFY. Planners: ADO/BOA coordination meeting			Planners: ADO/BOA coordination meeting	
PRE-PROGRAM							Mgmt: PA Bulletin - Announce deadline and submission process for participation in grant programs.									
REQUIRED ACTION FOR 4YEAR PLAN				Planners: Conduct Annual Airport Planning Sessions to verify federal and state funding needs. Sponsors: Evaluate Twelve and Four Year Plan (TYP/FYP) Projects and overall development needs of airport. Submit updated project needs to BOA NLT December 1st each year. PMs: Identify which projects will be ready to be funded as programmed and which will need to recompete for funding during the Four Year Plan Update		Planners: Evaluate, code, score and program TYP/FYP submitted via JACIP by deadline (Dec. 1st) as appropriate.	Planners/PMs: Evaluate project changes and new requests for funding during the new FYP period. Planners/PMs/Mgmt: Conduct Regional Selection Committee to discuss staff proposed changes or additions within a given BOA region.	Planners/PMs/ Mgmt: Conduct Statewide Selection Committee to integrate changes and new projects and rebalance funding within the FYP. Mgmt: Present draft FYP to airport Sponsors, Districts, & MPOs for feedback. Mgmt: Present FYP Update to PMC for approval			Mgmt: Present FYP Update to STC for approval Mgmt: Notify sponsors when FYP has been approved by PMC/STC				NEW State Fiscal Year	
REQUIRED ACTION GRANT				PA Leg/Gov: Pass budget which appropriates Aviation Development Program (ADP) funding level. Authorizes encumbrance of federal funds. Planner/PM: Verify ADP project datasheets are submitted Mgmt: Issue Project Press Release and Tentative Allocations for ADP projects. PMs: Manage TA - Work with sponsor to expeditiously obtain required information outlined in ADP project TA. Grants: Issue Grant Offer/Grant based on TA completion including Bids.					FAA - Coordinate Application Process & Distribute AIP Funding (Release of Funds vary Jan-Sept). Issue SBGP Grant to BOA. Mgmt: Issue Press Release and Generate Tentative Allocations (TA) for SBGP projects Planner/PMs: Accept data sheets for federal projects PMs: Manage TA - Work with sponsor to expeditiously obtain required information outlined in SBGP project TA. Grants: Issue Grant Offer/Grant based on TA completion including Bids.						PA Leg/Gov: Pass budget which appropriates Aviation Development Program (ADP) funding level. Authorizes encumbrance of federal funds. Planner/PM: Verify ADP project datasheets are submitted Mgmt: Issue Project Press Release and Tentative Allocations for ADP projects. PMs: Manage TA - Work with sponsor to expeditiously obtain required information outlined in ADP project TA. Grants: Issue Grant Offer/Grant based on TA completion including Bids.	

