AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Application for Federal Assistance SF-424; Federal

Action Requested: Other

Parties to the Agreement: Gunnison County Board of County Commissioners and Federal Aviation Administration

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

FAA Grant Application to receive funds for the Runway Rehabilitation Airport Improvement Project (AIP 51)

Fiscal Impact: FAA provides 90% of funding for entire project. Due to recent issues with CDOT funding, they are now providing $311K instead of

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
We'll need to amend the 2016 to update this project once final numbers are secured. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/10/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 3/9/16

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/9/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/11/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 3/15/2016

Revised April 2015

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	- Select One -
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Application Identifier: GUC (Gunnison-Crested Butte Regional Airport)
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: AIP Project No. 3-08-0030-051
State Use Only:	
6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Gunnison County Board of Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000770	*c. Organizational DUNS: 13-311-5220

d. Address:

* Street1: 519 West Rio Grande
Street 2:
* City: Gunnison
County: Gunnison
* State: Colorado
Province:
Country: USA
*Zip/ Postal Code: 81230

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
First Name: Rick
Middle Name:
* Last Name: Lamport
Suffix:

Title: Airport Manager

Organizational Affiliation:

* Telephone Number: (970) 641-2304
Fax Number: (970) 641-8559

* Email: rlamport@gunnisoncounty.org

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: Not Applicable

Title:

13. Competition Identification Number: Not Applicable

Title:

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

City of Gunnison and Gunnison County, Colorado

* 15. Descriptive Title of Applicant's Project:

Schedule I - Runway 6/24 and Taxiway A (A1-A2) Rehabilitation
Schedule II - Runway 6 Extended Safety Area Grading Improvements
Schedule III - Remove and Replace Windsock and Segmented Circle
Schedule IV - Taxiway Safety Area Grading Improvements

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 3rd

*b. Program/Project: 3rd

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

17. Proposed Project:

*a. Start Date: 12/01/2015

*b. End Date: 12/31/2017

18. Estimated Funding ($):

*a. Federal	9,072,434.00
*b. Applicant	504,025.00
*c. State	504,024.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	10,080,483.00

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

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372

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

☐ Yes ☐ No

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

☑ ** I AGREE

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

Authorized Representative:

Prefix: Mr.

*First Name: Matthew

Middle Name:

*Last Name: Birnie

Suffix:

*Title: County Manager

*Telephone Number: (970) 641-0248

Fax Number: (970) 641-3061

* Email: mbirnie@gunnisoncounty.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

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

-NONE-

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Section 13-103 of the Gunnison County Land Use Resolution includes a restriction on structure heights, and states that there shall be no interference with established airport flight paths or structural height restrictions within airport influence zones.

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

The County is not in default on any obligation to the United States government.

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

There are no facts or circumstances which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances of this Application.

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

The project is consistent with local plans.

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

The project has given fair consideration.

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

Project consultation has occurred with airport users.

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

Item 7 is Not Applicable.

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

Item 8 is Not Applicable.

PART II – SECTION C (Continued)

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

There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

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

Item 10a is Not Applicable to this project.

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

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

Item 10b is Not Applicable to this project.

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

Item 10c is Not Applicable to this project.

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$ 10,000.00
2. Preliminary expense			0.00
3. Land, structures, right-of-way			0.00
4. Architectural engineering basic fees			597,444.00
5. Other Architectural engineering fees			0.00
6. Project inspection fees			768,144.00
7. Land development			0.00
8. Relocation Expenses			0.00
9. Relocation payments to Individuals and Businesses			0.00
10. Demolition and removal			0.00
11. Construction and project improvement			8,704,895.00
12. Equipment			0.00
13. Miscellaneous			0.00
14. Total (Lines 1 through 13)			10,080,483.00
15. Estimated Income (if applicable)			0.00
16. Net Project Amount (Line 14 minus 15)			10,080,483.00
17. Less: Ineligible Exclusions			0.00
18. Add: Contingencies			0.00
19. Total Project Amt. (Excluding Rehabilitation Grants)			10,080,483.00
20. Federal Share requested of Line 19			9,072,434.00
21. Add Rehabilitation Grants Requested (100 Percent)			0.00
22. Total Federal grant requested (lines 20 & 21)			9,072,434.00
23. Grantee share			504,025.00
24. Other shares			504,024.00
25. Total Project (Lines 22, 23 & 24)	$	$	$ 10,080,483.00

SECTION C – EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. **Totals**	$ 0.00	$ 0.00

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	
a. Securities	$
b. Mortgages	
c. Appropriations (By Applicant)	504,025.00
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	504,025.00
28. Other Shares	
a. State	504,024.00
b. Other	
c. Total Other Shares	504,024.00
29. **TOTAL**	$ 1,008,049.00

SECTION E – REMARKS

1. Standard DOT Title VI Assurances
2. Certification for Contracts, Grants, Loans, and Cooperative Agreements
3. Title VI Pre-Award Sponsor Checklist
4. Sponsor Certifications
5. Current FAA Advisory Circulars
6. Airport Sponsor Assurances
7. Exhibit "A", Updated April 9, 2015, by Jviation
8. Plans and Specifications for AIP 3-08-0030-051 are included by reference.

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : RW 6/24 & TW A (A1-A2) Rehabilitation, RW 6 and TW Safety Area Grading, Windsock & Segmented Circle

AIRPORT : Gunnison-Crested Butte Regional Airport

1. Objective:

This project will consist of the rehabilitation of Runway 6/24 and Taxiway A (A1-A2), extended Safety Area Grading improvements for Runway 6 and Taxiway, and removing and replacing the Windsock and Segmented Circle.

2. Benefits Anticipated:

This project will benefit Gunnison-Crested Butte Regional Airport by improving the Airport's primary Runway and Taxiway safety by improving grading and pavement conditions, as well as by removing and replacing the current Windsock & Segmented Circle.

3. Approach: (See approved Scope of Work in Final Application)

The project will be designed during the Winter of 2015 & 2016 with bidding in the Spring of 2016. The summer and fall of 2016 will involve planning and preparing for the 2017 construction. This preparation includes aggregate crushing and long lead item procurement. The 2017 construction will take place during the Spring and Summer months. Project closeout will be during the Fall and Winter of 2017. Geotechnical and Survey data will be collected to support the design. Testing will be performed to ensure that the asphalt rehabilitation is performed to the project specifications. Survey during construction will help to check grades on the pavement and safety areas.

4. Geographic Location:

City of Gunnison and Gunnison County, Colorado; specifically the Gunnison-Crested Butte Regional Airport.

5. If Applicable, Provide Additional Information:

Not Applicable.

6. Sponsor's Representative: (include address & telephone number)

Matthew Birnie
Gunnison County Manager
200 East Virginia, Suite #104
Gunnison, CO 81230
(970) 641-0248

JVIATION

Gunnison-Crested Butte Airport

Preliminary Cost Estimate

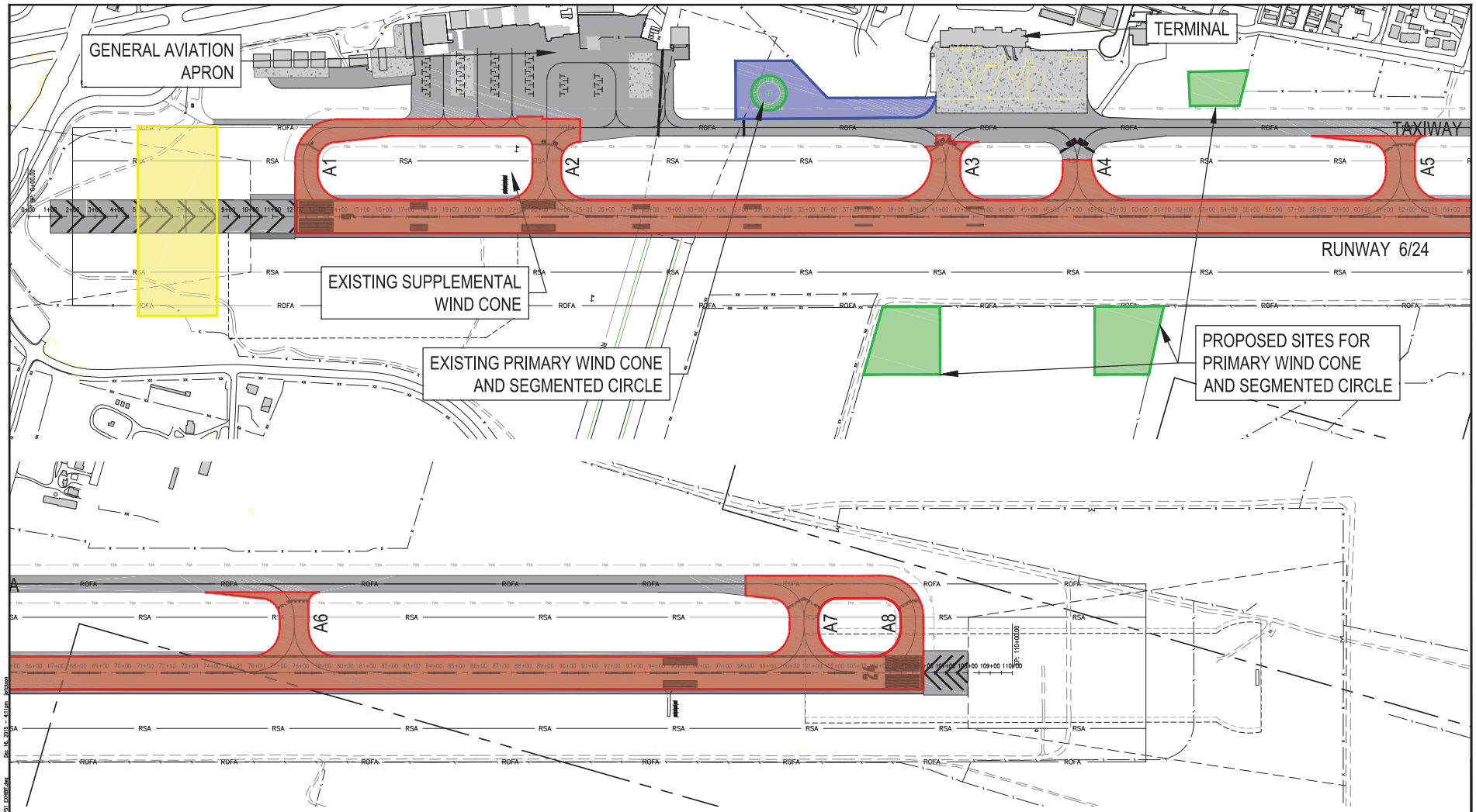
Gunnison Crested Butte Regional Airport

Schedule I – Runway 6/24 and Taxiway A (A1-A2) Rehabilitation
Schedule II – Runway 6 Extended Safety Area Grading Improvements
Schedule III – Remove and Replace Windsock and Segmented Circle
Schedule IV – Taxiway Safety Area Grading Improvements

12/1/2015

				Schedule I Runway and Taxiway A1-A2 Rehabilitation		Schedule II Runway Extended Safety Area Grading Improvements		Schedule III Remove and Replace Windsock and Segmented Circle		Schedule IV Taxiway Safety Area Grading Improvements	
Item	**Item Descripton**	**Unit**	**Unit Price**	**Qty**	**Total**	**Qty**	**Total**	**Qty**	**Total**	**Qty**	**Total**
GP-105	**Mobilization**										
GP-105a	Mobilization (10%)	LS	Varies	1	$ 728,210.00	1	$ 32,000.00	1	$ 5,180.00	1	$ 10,510.00
P-140	**Demolition**										
P-140a	Asphalt Pavement Removal - 2.5" Partial Depth	SY	$ 4.00	200,160	$ 800,640.00						
P-152	**Excavation and Embankment**										
P-152a	Unclassified Excavation	CY	$ 40.00							2,320	$ 92,800.00
P-401	**Asphalt Pavement**										
P-401a	Bituminous Paving Course - 2.5" Depth	TON	$ 70.00	25,400	$ 1,778,000.00						
P-401b	Modified Bituminous Material	TON	$ 800.00	1,780	$ 1,424,000.00						
P-601	**Crack Repair**										
P-601a	Minor Crack Repair	LF	$ 7.50	114,000	$ 855,000.00						
P-601b	Major Crack Repair	LF	$ 40.00	30,000	$ 1,200,000.00						
P-603	**Tack Coat**										
P-603a	Bituminous Tack Coat	GAL	$ 3.00	30,430	$ 91,290.00						
P-620	**Pavement Marking**										
P-620a	Temporary Pavement Marking	SF	$ 2.00	155,150	$ 310,300.00						
P-620b	Permanent Pavement Marking	SF	$ 2.00	155,150	$ 310,300.00						
P-620c	Obliterate Pavement Marking	SF	$ 7.00	560	$ 3,920.00						
P-620d	Obliterate Surface Painted Hold Sign	EA	$ 1,250.00	2	$ 2,500.00						
P-620e	Surface Painted Hold Sign	EA	$ 1,875.00	7	$ 13,125.00						
P-621	**Grooving**										
P-621a	Runway Grooving	SY	$ 3.00	135,740	$ 407,220.00						
T-901	**Seeding**										
T-901a	Seeding with Hydromulch	AC	$ 4,100.00	2.0	$ 8,200.00					3.0	$ 12,300.00
T-905	**Topsoil**										
T-905a	Import Topsoil	CY	$ 200.00	40	$ 8,000.00						
L-107	**Windcone**										
L-107a	Remove Windcone	EA	$ 1,500.00					1	$ 1,500.00		
L-107b	Install Windcone	EA	$ 15,000.00					1	$ 15,000.00		
L-125	**Airport Lighting System**										
L-125a	Adjust Runway Lights	EA	$ 2,900.00	24	$ 69,600.00						
L-125b	Remove Segmented Circle	EA	$ 3,300.00					1	$ 3,300.00		
L-125c	Install Segmented Circle	EA	$ 32,000.00					1	$ 32,000.00		
D-705	**Airport Drainage**										
D-705	Drainage Improvements	LS					$ 320,000.00				
			Subtotal		**$ 8,010,305.00**		**$ 352,000.00**		**$ 56,980.00**		**$ 115,610.00**
			Admin		$ 10,000.00		$ -		$ -		$ -
			Xcel High Pressure Gas Line Lowering		$ -		$ -		$ -		$ 140,000.00
			Localizer Grading Flight Check		$ -		$ 30,000.00		$ -		$ -
			Engineering Design Fees (7%)		$ 560,722.00		$ 24,640.00		$ 3,989.00		$ 8,093.00
			Construction Management (7%)		$ 560,722.00		$ 24,640.00		$ 3,989.00		$ 8,093.00
			Quality Assurance (2%)		$ 160,207.00		$ 7,040.00		$ 1,140.00		$ 2,313.00
			Project Total		**$ 9,301,956.00**		**$ 438,320.00**		**$ 66,098.00**		**$ 274,109.00**

SCHEDULES I - IV TOTAL $ 10,080,483.00



A.I.P. - 51	
Schedule	PROJECT DESCRIPTION
I	RUNWAY 6/24 & TAXIWAY A (A1–A2) REHABILITATION
II	RUNWAY 6 EXTENDED SAFETY AREA GRADING IMPROVEMENTS
III	REMOVE & REPLACE WINDSOCK & SEGMENTED CIRCLE
IV	TAXIWAY SAFETY AREA GRADING IMPROVEMENTS

GRAPHIC SCALE
200 0 200 400
(IN FEET)

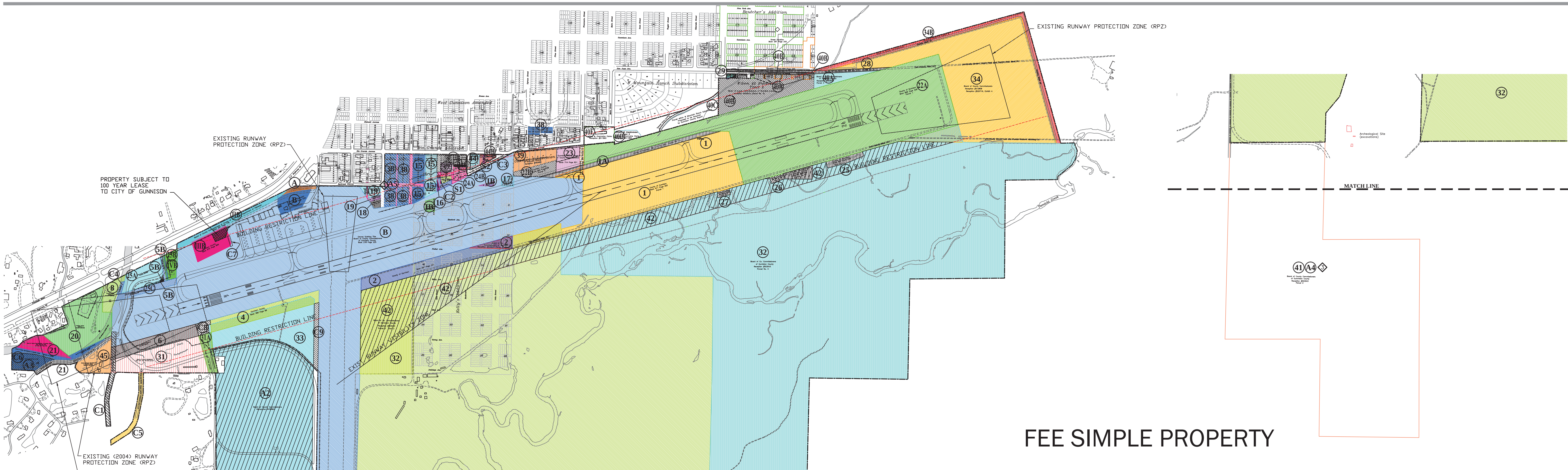
Gunnison Crested Butte Regional Airport

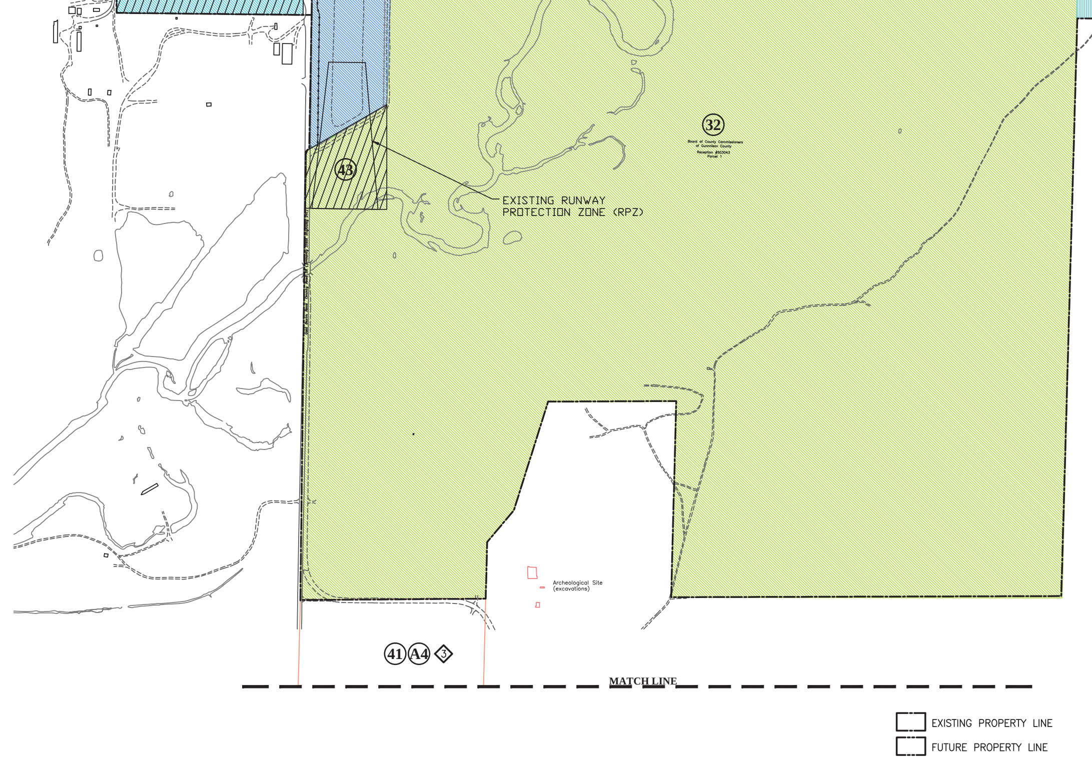
JVIATION®
900 S. BROADWAY • SUITE 350 • DENVER, COLORADO 80209
PHONE: 303-524-3030 • FAX: 303-524-3031
• WWW.JVIATION.COM •

GUNNISON-CRESTED BUTTE
REGIONAL AIRPORT
A.I.P. - 51
SCHEDULE I, II, III & IV

DATE: DECEMBER 2015

SHEET 1 OF 1





EXISTING PROPERTY LINE

FUTURE PROPERTY LINE

FEE SIMPLE PROPERTY

PARCEL NUMBER	GRANTOR	GRANTEE	DOCUMENT DATE	TYPE OF INTEREST	ACREAGE	RECORDING DATA BOOK & PAGE	RECORDING DATA RECEPTION	RECORDING DATA DATE	FAA PROJECT NO.	PFC APP. NO.	SURPLUS PROP. TRANS. OR AP-4 AGREEMENT	COLORADO DIV. AERONAUTICS	PURPOSE OF ACQUISITION	TYPE OF EASEMENT	PARCEL RELEASED BY FAA	DATE	REMARKS
B	A. G. DANIELSON, ET AL	BOARD OF COMMISSIONERS GUNNISON CO.	7/2/1948	FEE	161.91	Bk 278 Pg 225	201675	7/3/1948	FAAP 9-05-012-C801	.	.	.	AIRFIELD	.	.	.	ORIGINAL DEED 7/18/1945 (Bk 268 Pg 175)
1	DENVER AND RIO GRANDE WESTERN RAILROAD CO.	GUNNISON COUNTY	10/29/1946	FEE	0.91	Bk 274 Pg 584	196989	12/3/1946	.	.	.	.	AIRFIELD	.	.	.	.
25C	ARTHUR C. MILLER, S. JAY MILLER	BOARD OF COMMISSIONERS GUNNISON CO.	10/7/1948	FEE	1.6	Bk 278 Pg 262	202327	10/7/1948	FAAP 9-05-012-C803	.	.	.	BRL	.	.	.	
IIB	BOARD OF COMMISSIONERS GUNNISON CO.	DEPARTMENT OF HIGHWAYS, STATE OF COLORADO	5/7/1956	QUIT CLAIM	2.041	Bk 297 Pg 176	230759	5/18/1956	.				HIGHWAY ROW				
25B	S. JAY MILLER	COUNTY OF GUNNISON	1/3/1961	FEE	0.44	Bk 350 Pg 187	247175	1/10/1961	FAAP 9-05-012-C803				AIRFIELD				
◇3 38	COUNTY OF GUNNISON – PUBLIC WORKS	COUNTY OF GUNNISON – GUNNISON/CRESTED BUTTE AIRPORT	11/04/2014	◇3 FEE	.	Bk 352 Pg 306	248120	5/5/1961	AIP 3-08-0030-47				APPROACH PROTECTION				◇3 LAND TRANSFER TO AIRPORT FOR APPROACH PROTECTION INCLUDING REMOVAL OF PUBLIC WORKS BLDG.
4	COLORADO VENTURES, INC.	GUNNISON COUNTY	1/30/1967	FEE	5.47	Bk 396 Pg 098	270750	5/12/1967	FAAP 9-05-012-C803				BRL				
1	J. F. WILSON, J. A. WILSON, B. ADAMS	COUNTY OF GUNNISON	1/30/1967	FEE	40.14	Bk 411 Pg 263	277221	8/11/1969	FAAP 9-05-012-C803	.	.	.	AIRFIELD	.	.	.	
1A	J. F. WILSON, J. A. WILSON, B. ADAMS	COUNTY OF GUNNISON	7/24/1967	FEE	3.14	Bk 411 Pg 262	277220	8/11/1969	FAAP 9-05-012-C803	.	.	.	AIRFIELD				
2	JACK DIXON	COUNTY OF GUNNISON	8/4/1967	FEE	7.67	Bk 397 Pg 331	271367	8/8/1967	FAAP 9-05-012-C803	.	.	.	BRL	.	.	.	
6	GUNNISON LIONS CLUB	COUNTY OF GUNNISON	1/30/1967	FEE	4.35	Bk 399 Pg 028	271989	10/2/1967	FAAP 9-05-012-C803	.	.	.	BRL	.	.	.	
B	GORDON B. WARREN, WESTERN STATE AVIATION INC.	COUNTY OF GUNNISON	9/20/1967	FEE	2.59	Bk 399 Pg 033	271992	10/2/1967	.	.	.	.	AIRFIELD	.	.	.	SOLD TO WARREN 1955, CONVEYED BACK TO COUNTY 1967
IB	RALPH B. LEHMAN, NONA E. LEHMAN	COUNTY OF GUNNISON	5/17/1973	FEE	.	Bk 453 Pg 220	294306	5/18/1973	.	.	.	.	AIRFIELD	.	.	.	EXCEPTION TO QUIET TITLE DECREE BK 278 PG 225
IB	JOHN H HOCKETT (ESTATE OF RAY FLOYD HOCKETT)	COUNTY OF GUNNISON	10/7/1977	FEE	.	Bk 508 Pg 376	321686	10/20/1977	.	.	.	.	AIRFIELD	.	.	.	EXCEPTION TO QUIET TITLE DECREE BK 278 PG 225
C1	LAND ENTERPRISES CO.	GUNNISON COUNTY	7/3/1978	FEE	.	Bk 521 Pg 589	331762	10/3/1978	.	.	.	.	ROW	.	.	.	.
15	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	9/17/1979	FEE	.	Bk 540 Pg 524	344316	9/28/1979		.	.	.	TERMINAL FAC.	.	.	.	
44	SAM C. SANGOSTI JR., ET AL	BOARD OF COMMISSIONERS GUNNISON CO.	4/29/1982	FEE	.	Bk 579 Pg 320	366694	5/3/1982	.	.	.	.	TERMINAL FAC.	.	.	.	
38	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	5/10/1961	VACATION	.	Bk 564 Pg 374	358024	3/31/1981		.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
15	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	11/13/1979	VACATION	.	Bk 564 Pg 376	358025	3/31/1981		.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
C2	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	7/28/1987	VACATION	.	Bk 646 Pg 683	403451	9/16/1987		.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
40B	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	6/28/1983	VACATION	.	Bk 594 Pg 266	375027	7/8/1983	.	.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
16	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	11/3/1983	VACATION	.	Bk 599 Pg 520	377932	11/14/1983	.	.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
17	FLOYD F. JOHNSON, FLORINA F. JOHNSON	COUNTY OF GUNNISON	2/16/1984	FEE	.	Bk 602 Pg 834	379670	2/17/1984	.	.	.	.	AIRFIELD	.	.	.	EXCEPTION TO QUIET TITLE DECREE BK 278 PG 225
21	SOL T. TUTTLE, RUTH L. TUTTLE	COUNTY OF GUNNISON	3/9/1984	FEE	1.55	Bk 604 Pg 469	380574	4/9/1984	.	.	.	.	ROW	.	.	.	.
C3	CITY OF GUNNISON	LEFEVRE, & BERGAN	3/27/1984	VACATION	.	Bk 604 Pg 589	380657	4/13/1984	.	.	.	.	TERMINAL FAC.	.	.	.	DEEDED TO COUNTY RECEPTION 527215
18	NICHOLAS J. LYPPS, MICHAEL I. POTOKER	COUNTY OF GUNNISON	2/27/1985	FEE	0.31	Bk 615 Pg 670	386587	3/4/1985	AIP 8-08-0030-01	.	.	.	TERMINAL FAC.	.	.	.	.
19	NICHOLAS J. LYPPS, MICHAEL I. POTOKER	COUNTY OF GUNNISON	8/9/1985	FEE	0.19	Bk 620 Pg 631	389328	8/13/1985	AIP 8-08-0030-03	.	.	.	TERMINAL FAC.	.	.	.	.
25C	JAMES L. PEARCY, SANDRA JEAN PEARCY	COUNTY OF GUNNISON	4/22/1986	FEE	0.07	Bk 628 Pg 924	393807	4/24/1986	AIP 8-08-0030-03	.	.	.	RPZ	.	.	.	.
24A	DONALD F. SCHMALZ, VALERIE Y. SCHMALZ	COUNTY OF GUNNISON	5/28/1987	FEE	.	Bk 642 Pg 686	401238	5/28/1987	AIP 8-08-0030-04	.	.	.	TERMINAL FAC.	.	.	.	.
S1	CITY OF GUNNISON	COUNTY OF GUNNISON	7/28/1987	VACATION	.	Bk 646 Pg 683	403451	9/16/1987		.	.	.	TERMINAL FAC.	.	.	.	.
22A	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	73.623	Bk 669 Pg 229	415345	8/16/1989	AIP 8-08-0030-06	.	.	.	AIRFIELD	.	.	.	.
22B	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	1.6	Bk 669 Pg 229	415345	8/16/1989	AIP 8-08-0030-11	.	.	.	AIRFIELD	.	.	.	.
25	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.968	Bk 669 Pg 229	415345	8/16/1989	.	.	.	.	LANDUSE	.			
26	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.344	Bk 669 Pg 229	415345	8/16/1989	.	.	.	.	LANDUSE	.			
27	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.297	Bk 669 Pg 229	415345	8/16/1989	.	.	.	.	LANDUSE	.			
28	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.979	Bk 669 Pg 229	415345	8/16/1989	.	.	.	.	LANDUSE	.			
29	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.675	Bk 669 Pg 229	415345	8/16/1989	.	.	.	.	LANDUSE	.			
IIIB	CITY OF GUNNISON	COUNTY OF GUNNISON	2/13/1990	FEE	3.108	Bk 675 Pg 866	418806	2/21/1990					AIRFIELD				EXCEPTION TO QUIET TITLE DECREE BK 278 PG 225
IVB & 25B	S. JAY MILLER	COUNTY OF GUNNISON	9/26/1990	FEE	.	Bk 682 Pg 731	422729	9/26/1990	AIP 8-08-0030-11				AIRFIELD				
1	WESTERN GAS SUPPLY CO.	BOARD OF COMMISSIONERS GUNNISON CO.	9/8/1990	FEE	.	Bk 692 Pg 495	427803	7/16/1991	.				AIRFIELD				
21	ROGER WILKERSON	BOARD OF COMMISSIONERS GUNNISON CO.	2/28/1992	FEE	.	Bk 702 Pg 330	432514	2/28/1992	.				RPZ				
24B	DONALD F. SCHMALZ, VALERIE Y. SCHMALZ	COUNTY OF GUNNISON	4/28/1992	FEE	.	Bk 705 Pg 055	433684	4/29/1992	AIP 8-08-0030-15				TERMINAL FAC.				GAS LINE EASEMENT, NORTHERLY 20' LOT 25 BLOCK 14, 10/25/04
23	UNITED STATES OF AMERICA (FOREST SERVICE)	BOARD OF COMMISSIONERS GUNNISON CO.	10/20/1992	FEE	2	Bk 714 Pg 831	438195	11/3/1992	AIP 8-08-0030-09				LAND USE				
24B	CITY OF GUNNISON	COUNTY OF GUNNISON	6/8/1993	VACATION	.	Bk 726 Pg 123	443371	6/25/1993	.	.	.	.	TERMINAL FAC.	.			
19	NICHOLAS J. LYPPS, MICHAEL I. POTOKER	BOARD OF COMMISSIONERS GUNNISON CO.	3/4/1994	FEE	.	Bk 742 Pg 049	450020	3/14/1994	AIP 8-08-0030-03				TERMINAL FAC.				
C4	JAMES L. PEARCY, SANDRA JEAN PEARCY	BOARD OF COMMISSIONERS GUNNISON CO.	7/20/1995	FEE	0.17	Bk 767 Pg 330	461227	7/20/1995	AIP 8-08-0030-09-23				RPZ				
31	GUNNISON LIONS CLUB	COUNTY OF GUNNISON	10/18/1995	FEE	13.92	Bk 772 Pg 631	463430	10/20/1995	AIP 3-08-0030-17	.	.	.	BRL	.	.	.	PARCEL 2
31A	GUNNISON LIONS CLUB	COUNTY OF GUNNISON	10/18/1995	FEE	1.69	Bk 772 Pg 631	463430	10/20/1995	AIP 3-08-0030-17	.	.	.	BRL	.	.	.	PARCEL 1
C5	VALCO, INC.	BOARD OF COMMISSIONERS GUNNISON CO.	9/12/1997	FEE	.	.	478330	9/16/1997	.	.	.	.	ROW	.	.	.	.
39	DONALD B. COLMAN, GENA COLEMAN	BOARD OF COMMISSIONERS GUNNISON CO.	2/4/1999	FEE	2.81	.	490682	2/5/1999	AIP 8-08-0030-22	.	.	.	AIRFIELD	.	.	.	.
25A	JAMES L. PEARCY, SANDRA JEAN PEARCY	BOARD OF COMMISSIONERS GUNNISON CO.	3/25/1999	FEE	.	.	491856	3/25/1999	AIP 8-08-0030-09-23	.	.	.	RPZ	.			
33	CO. DEPT. OF PUB. HEALTH AND ENVIRO.	COUNTY OF GUNNISON	12/6/1999	FEE	60.92	.	499861	2/24/2000					BRL				
32 & 42	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/6/2000	FEE	.	.	503043	7/6/2000	AIP 3-08-0030-27								PARCEL 1 PORTION WITHIN RVZ & BRL WAS NOT PURCHASED SEPARATELY BUT AS PART OF ADAMS-WILSON RANCH
◇3 41	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	12/17/2013	◇3 RELEASE	.	.	503043	7/6/2000	AIP 8-08-0030-27				◇3				◇3 RELEASED FROM AERONAUTICAL USE AND REMOVED FROM AIRPORT PROPERTY PER FAA INSTRUMENT OF RELEASE, DATED DECEMBER 17, 2013
2	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/6/2000	FEE	.	.	503043	7/6/2000	AIP 8-08-0030-27				LAND USE				PARCEL 3 TRACT 1
32 & 42	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/6/2000	FEE	.	.	503043	7/6/2000	AIP 8-08-0030-27				LAND USE				PARCEL 3 TRACT 2 PORTION WITHIN RVZ & BRL WAS NOT PURCHASED SEPARATELY BUT AS PART OF ADAMS-WILSON RANCH
32 & 42	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/6/2000	FEE	.	.	503043	7/6/2000	AIP 8-08-0030-27				LAND USE				PARCEL 4 PORTION WITHIN RVZ & BRL WAS NOT PURCHASED SEPARATELY BUT AS PART OF ADAMS-WILSON RANCH
40B	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/6/2000	FEE	.	.	503043	7/6/2000	AIP 8-08-0030-27				LAND USE				PARCEL 5
40A & 42	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/6/2000	FEE	.	.	503043	7/6/2000	AIP 8-08-0030-27				LAND USE				PARCEL 6
40B	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/6/2000	FEE	.	.	503043	7/6/2000	AIP 8-08-0030-27				LAND USE				PARCEL 7
40B	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/6/2000	FEE			503043	7/6/2000	AIP 8-08-0030-27				LAND USE				QUIT CLAIM DEED
34	GARFIELD INVESTMENTS, INC.	BOARD OF COMMISSIONERS GUNNISON CO.	5/9/2002	FEE	49.80		520716	5/29/2002					LAND USE				.
45	SHAUN P. MCMULLIN, CINDY M. MCMULLIN	BOARD OF COMMISSIONERS GUNNISON CO.	3/5/2002	FEE	.		518657	3/5/2002					LAND USE				.
34B	GARFIELD INVESTMENTS, INC.	BOARD OF COMMISSIONERS GUNNISON CO.	5/9/2002	FEE	5.25		520716	5/29/2002					LAND USE				.
C6	EUIL P. DENNY & AUDRA D. DENNY INTERVIVOS TRUST	BOARD OF COMMISSIONERS GUNNISON CO.	11/7/2002	FEE	.		525582	11/12/2002					LAND USE				PROPOSED TO BE SOLD
44B	B & L HOLDINGS, L.L.C.	BOARD OF COMMISSIONERS GUNNISON CO.	1/14/2003	FEE	.		527215	1/14/2003					TERMINAL FAC.				.
37	DANIEL C. TREADWAY, ET AL	BOARD OF COMMISSIONERS GUNNISON CO.	2/28/2003	FEE	.		528545	3/7/2003					TERMINAL FAC.				.
20	CLEAR CREEK COUNTY, CO	GUNNISON COUNTY	6/17/2003	FEE	.		531896	6/24/2003	AIP 8-08-0030-11				LAND USE				PARCEL 1
8	CLEAR CREEK COUNTY, CO	GUNNISON COUNTY	6/17/2003	FEE	.		531896	6/24/2003					LAND USE				PARCEL 2
C7	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	6/22/2004	QUIT CLAIM	0.096												
43	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON		FEE	7.31								RPZ				THIS PARCEL WAS NOT PURCHASED SEPARATELY BUT AS PART OR ADAMS-WILSON RANCH
S2	GUNNISON COUNTY	COUNTY OF GUNNISON	4/28/1992	FEE	0.7	Bk 705 Pg 055	433684	4/29/1992	AIP 8-08-0030-15				TERMINAL FAC.				
5B	ARTHUR C. MILLER & EFFIE MILLER			FUTURE FEE									RPZ				
40D	JEFFREY A. CLARKE, CHARMAINE F. CLARKE			FUTURE FEE	1.04								LAND USE				
40E	JEFFREY A. CLARKE, CHARMAINE F. CLARKE			FUTURE FEE	1.50								LAND USE				
40C	W MOUNTAIN RANCH SUBDIVISION – MELDRUM (PROPOSED)			FUTURE FEE	5.30								LAND USE				
A	GUNNISON COUNTY	DAYS INN MOTEL	5/18/2004	RELEASE	0.44		545582	5/18/2004	AIP 3-08-0030-01 thru 35				.				
A2	GUNNISON COUNTY	BOARD OF COMMISSIONERS GUNNISON CO.		FUTURE RELEASE	49.4												NO FAA FUNDING PARTICIPATION
C8	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.		FUTURE FEE	0.6												TRANSFER
C9	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.		FUTURE FEE	1.2												TRANSFER
C10	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.		FUTURE FEE	1.2												
A3	GUNNISON COUNTY			RELEASE	2.135												
A4 ◇3	BOARD OF COMMISSIONERS GUNNISON CO.	BOARD OF COMMISSIONERS GUNNISON CO.	12/17/2013	RELEASE ◇3													RELEASED FROM AERONAUTICAL USE AND REMOVED FROM AIRPORT PROPERTY PER FAA INSTRUMENT OF RELEASE, DATED DECEMBER 17, 2013 ◇3
◇3 A5	COUNTY OF GUNNISON – PUBLIC WORKS	COUNTY OF GUNNISON – GUNNISON/CRESTED BUTTE AIRPORT	11/04/2015	◇3 FEE	5				AIP 8-08-0030-47				APPROACH PROTECTION				◇3 LAND TRANSFER TO AIRPORT FOR APPROACH PROTECTION INCLUDING REMOVAL OF PUBLIC WORKS BLDG.

NOTES

1. THIS DRAWING SHOULD NOT BE USED AS A STANDARD FOR PLANNING OR DESIGN.
2. RESEARCH FOR THIS DRAWING WAS PERFORMED ON OR BEFORE MAY 3, 2004 BY NORTH STAR SURVEYING, INC., GUNNISON, CO, AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.

◇3 UPDATE BY JVIATION, INC. APRIL 9, 2015. UPDATE INCLUDES PARCEL 38 AND A5 ACQUIRED BY THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT FROM GUNNISON COUNTY PUBLIC WORKS UNDER AIP 3-08-0030-47. THIS ACQUISITION WAS NECESSARY TO PROTECT APPROACH SURFACES AND AIRCRAFT MOVEMENT AREAS AND ALLOWED THE REMOVAL OF A PUBLIC WORKS BUILDING THAT WAS LOCATED INSIDE THE BUILDING RESTRICTION LINE. IN ADDITION, THIS UPDATE REFLECTS A CHANGE TO PARCELS 41 AND A4, WHICH WERE RELEASED FROM AERONAUTICAL USE PER FAA INSTRUMENT OF RELEASE, DATED DECEMBER 17, 2013 THE AIRPORT PROPERTY BOUNDARY LINE HAS BEEN ADJUSTED TO EXCLUDE THESE PARCELS.

True North
7° 7.8' E
Mag. Dec.
October 1998
-0°4.2' Annual Change

0 300' 600' 1200' 1800'
GRAPHIC SCALE IN FEET

GUNNISON COUNTY AIRPORT
GUNNISON, COLORADO

Airport Property Map

Barnard Dunkelberg & Company
Tulsa, Oklahoma

STANDARD DOT TITLE VI ASSURANCES

Gunnison County Board of Commissioners (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

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

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

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

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

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

DATED _____

Gunnison County Board of Commissioners
(Sponsor)

_____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

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

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

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

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Gunnison-Crested Butte Regional Airport

LOCATION: Gunnison, Colorado

AIP PROJECT NO.: 3-08-0030-051

STATEMENTS APPLICABLE TO THIS PROJECT

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near Gunnison-Crested Butte Regional Airport.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Gunnison-Crested Butte Regional Airport, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Matthew Birnie DATE: _____

TITLE: County Manager

SPONSORING AGENCY: Gunnison County

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents shall certify and disclose accordingly.

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

Signed _____ Date _____

Sponsor's Authorized Representative

Title Matthew Birnie, County Manager

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Gunnison-Crested Butte Regional Airport/Gunnison County Board of Commissioners

AIP #: 3-08-0030-051

Project Description(s): Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Runway 6 and Taxiway Safety Area Grading Improvements, Remove and Replace Windsock and Segmented Circle

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☒ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☒ **None (If "None", continue with questions 3 and 4).**

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☒ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☒ **None**

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor:	Gunnison County Board of Commissioners
Airport:	Gunnison-Crested Butte Regional Airport
Project Number:	3-08-0030-051
Description of Work:	Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Runway 6 and Taxiway Safety Area Grading Improvements, Remove and Replace Windsock and Segmented Circle

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

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

1. A statement ~~has been or~~ will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program ~~has been or~~ will be established to inform employees about:

   a. The dangers of drug abuse in the workplace
   b. The sponsor's policy of maintaining a drug-free workplace
   c. Any available drug counseling, rehabilitation, and employee assistance programs
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work ~~has been or~~ will be given a copy of the statement required within item 1 above.

   ☒ Yes ☐ No ☐ N/A

4. Employees ~~have been or~~ will be-notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
   a. Abide by the terms of the statement
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
   b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work:

Location 1
Name of Location: Gunnison-Crested Butte Regional Airport
Address: 711 Rio Grande Avenue, Gunnison, CO 81230

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Additional documentation for any above item marked “no”:

Sponsor's Certification

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____ , _____.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Designated Official Representative: Matthew Birnie

Title of Sponsor's Designated Official Representative: County Manager

Signature of Sponsor's Designated Official Representative: _____

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor:	Gunnison County Board of Commissioners
Airport:	Gunnison-Crested Butte Regional Airport
Project Number:	3-08-0030-051
Description of Work:	Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Runway 6 and Taxiway Safety Area Grading Improvements, Remove and Replace Windsock and Segmented Circle

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

   Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

   ☒ Yes ☐ No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

   ☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of _____ , _____.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Designated Official Representative: Matthew Birnie

Title of Sponsor's Designated Official Representative: County Manager

Signature of Sponsor's Designated Official Representative: _____

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor:	Gunnison County Board of Commissioners
Airport:	Gunnison-Crested Butte Regional Airport
Project Number:	3-08-0030-051
Description of Work:	Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Runway 6 and Taxiway Safety Area Grading Improvements, Remove and Replace Windsock and Segmented Circle

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

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

1. Solicitations were ~~or will be~~ made to ensure fair and open competition from a wide area of interest.

   ☒ Yes ☐ No ☐ N/A

2. Consultants were ~~or will be~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.

   ☒ Yes ☐ No ☐ N/A

3. A record of negotiations has been ~~or will be~~ prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.

   ☒ Yes ☐ No ☐ N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval ~~was or~~ will be obtained from the Federal Aviation Administration (FAA).

   ☒ Yes ☐ No ☐ N/A

5. The consultant services contracts ~~clearly or~~ will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.

   ☒ Yes ☐ No ☐ N/A

6. Costs associated with work ineligible for AIP funding ~~are or~~ will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.

   ☒ Yes ☐ No ☐ N/A

7. Mandatory contact provisions for grant-assisted contracts ~~have been or~~ will be included in consultant services contracts.

   ☒ Yes ☐ No ☐ N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards ~~were not or~~ will not be used.

   ☒ Yes ☐ No ☐ N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work ~~was or~~ will be specifically described in the advertisement, and future work will not be initiated beyond five years.

   ☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked “no”:

Sponsor’s Certification

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____ , _____.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Designated Official Representative: Matthew Birnie

Title of Sponsor’s Designated Official Representative: County Manager

Signature of Sponsor’s Designated Official Representative: _____

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-051

Description of Work: Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Runway 6 and Taxiway Safety Area Grading Improvements, Remove and Replace Windsock and Segmented Circle

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

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

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).

   ☒ Yes ☐ No ☐ N/A

2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.

   ☐ Yes ☐ No ☒ N/A

3. The development that ~~is included or~~ will be included in the plans is depicted on the airport layout plan approved by the FAA.

   ☒ Yes ☐ No ☐ N/A

4. Development that is ineligible for AIP funding ~~has been or~~ will be omitted from the plans and specifications.

   ☒ Yes ☐ No ☐ N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 ~~are or~~ will be included in the project specifications.

   ☒ Yes ☐ No ☐ N/A

6. If a value engineering clause is incorporated into the contract, concurrence ~~was or~~ will be obtained from the FAA.

   ☒ Yes ☐ No ☐ N/A

7. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.

   ☒ Yes ☐ No ☐ N/A

8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 ~~have been or~~ will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.

   ☒ Yes ☐ No ☐ N/A

9. The project ~~was or~~ will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.

   ☒ Yes ☐ No ☐ N/A

10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.

    ☐ Yes ☐ No ☒ N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____ , _____.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Designated Official Representative: Matthew Birnie

Title of Sponsor's Designated Official Representative: County Manager

Signature of Sponsor's Designated Official Representative: _____

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor:	Gunnison County Board of Commissioners
Airport:	Gunnison-Crested Butte Regional Airport
Project Number:	3-08-0030-051
Description of Work:	Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Runway 6 and Taxiway Safety Area Grading Improvements, Remove and Replace Windsock and Segmented Circle

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

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

1. A written code or standard of conduct conforming to 2 CFR § 200.319 ~~is or~~ will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel ~~are or~~ will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors that have ~~or are required to have~~ a Disadvantage Business Enterprise (DBE) program on file with the FAA ~~have included or~~ will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method ~~was or~~ will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.

   c. Publicly opened at a time and place prescribed in the invitation for bids

   d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor ~~has or~~ will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written request to use competitive proposal procurement method

   b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation ~~includes or~~ will include the current federal wage rate determination for the appropriate type of project

   ☒ Yes ☐ No ☐ N/A

8. All construction and equipment installation contracts ~~contain or~~ will contain provisions for:

   a. Access to Records

   b. Buy American Preferences

   c. Civil Rights (General Provisions and Title VI Assurances)

   d. Federal Fair Labor Standards

   e. Occupational Safety and Health Act requirements

   f. Seismic Safety (applies only to projects that include buildings)

   g. State Energy Conservation Requirements (as applicable)

   h. U.S. Trade Restriction

   i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)

   ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 ~~contain or~~ will contain the provisions established by:

    a. Davis-Bacon and Related Acts

    b. Copeland “Anti-Kickback” Act

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 ~~contain or~~ will contain the following provisions as applicable:

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8

    c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.

    d. All Contracts - Provisions that address termination for cause and termination for convenience

    ☒ Yes ☐ No ☐ N/A

13. All contracts exceeding $25,000, an appropriate check of the System for Award Management ~~has been or~~ will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $150,000) ~~include or~~ will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107

    c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J)

    d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

    ☒ Yes ☐ No ☐ N/A

15. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:
    a. Only one qualified person/firm submits a responsive bid
    b. The contract is to be awarded to other than the lowest responsible bidder
    c. Life cycle costing is a factor in selecting the lowest responsive bidder
    d. Proposed contract prices are more than 10% over the sponsor's cost estimate

    ☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____ , _____.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Designated Official Representative: Matthew Birnie

Title of Sponsor's Designated Official Representative: County Manager

Signature of Sponsor's Designated Official Representative: _____

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor:	Gunnison County Board of Commissioners
Airport:	Gunnison-Crested Butte Regional Airport
Project Number:	3-08-0030-051
Description of Work:	Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Runway 6 and Taxiway Safety Area Grading Improvements, Remove and Replace Windsock and Segmented Circle

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing ~~were or~~ will be determined to be qualified as well as competent to perform the work.

   ☒ Yes ☐ No ☐ N/A

2. Daily construction records ~~were or~~ will be kept by the resident engineer/construction inspector as follows:

   a. Work in progress
   b. Quality and quantity of materials delivered
   c. Test locations and results
   d. Instructions provided the contractor
   e. Weather conditions
   f. Equipment use
   g. Labor requirements
   h. Safety problems
   i. Changes required

   ☒ Yes ☐ No ☐ N/A

3. Weekly payroll records and statements of compliance ~~were or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.

   ☒ Yes ☐ No ☐ N/A

4. Complaints regarding the mandated federal provisions set forth in the contract documents ~~have been or~~ will be submitted to the Federal Aviation Administration (FAA).

   ☒ Yes ☐ No ☐ N/A

5. All tests specified in the plans and specifications ~~were or~~ will be performed and the test results documented as well as made available to the FAA.

   ☒ Yes ☐ No ☐ N/A

6. For any test results outside of allowable tolerances, appropriate corrective actions ~~were or~~ will be taken.

   ☒ Yes ☐ No ☐ N/A

7. Payments to the contractor ~~were or~~ will be made in compliance with contract provisions as follows:

   a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
   b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.

   ☒ Yes ☐ No ☐ N/A

8. The project ~~was or~~ will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection ~~was or~~ will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.

   ☒ Yes ☐ No ☐ N/A

10. Work in the grant agreement ~~was or~~ will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.

    ☒ Yes ☐ No ☐ N/A

11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan ~~have been or~~ will be submitted to the FAA.

    ☒ Yes ☐ No ☐ N/A

12. Applicable close out financial reports ~~have been or~~ will be submitted to the FAA.

    ☒ Yes ☐ No ☐ N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

    ☐ Yes ☐ No ☒ N/A

Additional documentation for any above item marked “no”:

Sponsor’s Certification

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____day of _____, _____.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Designated Official Representative: Matthew Birnie

Title of Sponsor’s Designated Official Representative: County Manager

Signature of Sponsor’s Designated Official Representative: _____

Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor:	Gunnison County Board of Commissioners
Airport:	Gunnison-Crested Butte Regional Airport
Project Number:	3-08-0030-051
Description of Work:	Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Runway 6 and Taxiway Safety Area Grading Improvements, Remove and Replace Windsock and Segmented Circle

Application

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

Certification Statements

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

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.

   ☒ Yes ☐ No ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they ~~have been or~~ will be extinguished, modified, or subordinated.

   ☒ Yes ☐ No ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:

   a. The term is for 20 years or the useful life of the project.

   b. The lessor is a public agency.

   c. The lease contains no provisions that prevent full compliance with the grant agreement.

   ☐ Yes ☐ No ☒ N/A

4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

   ☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

   ☐ Yes ☐ No ☒ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:

   a. The right of flight

   b. The right of ingress and egress to remove obstructions

   c. The right to restrict the establishment of future obstructions

   ☐ Yes ☐ No ☒ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

   a. Valuation data to estimate the current market value for the property interest acquired on each parcel

   b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections

   ☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

   ☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

   ☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

    a. No coercive action to induce agreement

    b. Supporting documents for settlements included in the project files

    ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

    a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property

    b. Supporting documents for awards included in the project files

    ☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including 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 or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

    ☐ Yes ☐ No ☒ N/A

Additional documentation for any above item marked “no”:

Sponsor’s Certification

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____ , _____.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Designated Official Representative: Matthew Birnie

Title of Sponsor’s Designated Official Representative: County Manager

Signature of Sponsor’s Designated Official Representative: _____

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. **General Federal Requirements.**

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

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 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.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 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.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 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.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this 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 this 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 this 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 this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

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

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

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 this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this 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 this 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 this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

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

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

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

20. **Hazard Removal and Mitigation.**

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

21. **Compatible Land Use.**

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

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, 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 non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

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

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

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

24. **Fee and Rental Structure.**

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

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

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

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

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

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

   1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, 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 be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

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

33. **Foreign Market Restrictions.**

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

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

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) 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.**

    a. 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.
    b. 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.
    c. 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 sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.