

CITY OF MERCED

"Gateway to Yosemite"



WELCOME TO YOUR REGIONAL AIRPORT AUTHORITY MEETING OF THE CITY OF MERCED

AUTHORITY MEMBERS

John Sundgren - Chair, Alvin Osborn - Vice-Chair, Michael Bodine,
Desmond Johnston, and Ryan Smith.

AGENDA – SPECIAL MEETING

**12:00 PM
MERCED REGIONAL AIRPORT
AIRPORT ADMINISTRATIVE OFFICE
20 MACREADY DRIVE
MERCED, CALIFORNIA**

**THURSDAY
AUGUST 11, 2016**

(www.cityofmerced.org)

STAFF REPORTS OR OTHER WRITTEN DOCUMENTATION RELATING TO EACH ITEM OF BUSINESS REFERRED TO ON THE AGENDA ARE ON FILE IN THE AIRPORT ADMINISTRATION OFFICE OF THE AIRPORT MANAGER. ANY PERSON WHO HAS QUESTIONS CONCERNING ANY AGENDA ITEM MAY CALL THE AIRPORT MANAGER AT (209) 385-6873 TO MAKE INQUIRY REGARDING THE NATURE OF THE ITEM DESCRIBED ON THE AGENDA. PRIOR TO EACH REGULAR REGIONAL AIRPORT AUTHORITY MEETING, A COMPLETE AGENDA PACKET IS AVAILABLE FOR REVIEW IN THE FOYER OUTSIDE THE COUNCIL CHAMBERS AND ON THE CITY'S WEBSITE AT WWW.CITYOFMERCED.ORG. ANY DOCUMENTS PROVIDED TO A MAJORITY OF THE COMMITTEE MEMBERS AFTER THIS AGENDA IS POSTED WILL BE AVAILABLE FOR PUBLIC INSPECTION IN THE CITY CLERK'S OFFICE DURING NORMAL BUSINESS HOURS.

FOR CITIZEN PARTICIPATION INSTRUCTIONS, PLEASE REFER TO THE CITY'S WEBSITE AT WWW.CITYOFMERCED.ORG. A HANDOUT IS ALSO AVAILABLE AT THE MEETING ADJACENT TO THE AGENDA. INDIVIDUAL AGENDA ITEMS MAY BE HEARD IN AN ORDER THAT IS DIFFERENT THAN THEY APPEAR ON THE AGENDA TO ACCOMMODATE MEETING PARTICIPANTS.

INFORMATION FOR INDIVIDUALS WITH DISABILITIES:

Accommodation for individuals with disabilities may be arranged by contacting the City Clerk's Office at 209-388-7100.

Assisted Hearing Devices Available for Hearing Impaired
Teletypewriter (TTY) 209-385-6816

THE PUBLIC HAS THE OPPORTUNITY TO ASK QUESTIONS OR COMMENT AT THE TIME SPECIFIC AGENDA ITEMS ARE CONSIDERED. NORMALLY, EACH AGENDA ITEM WILL HAVE A STAFF PRESENTATION, FOLLOWED BY COMMENTS OR QUESTIONS BY THE AIRPORT AUTHORITY MEMBERS. IF REQUESTED BY AN AUDIENCE MEMBER, THE CHAIRPERSON WILL THEN ALLOW THE PUBLIC TO MAKE COMMENTS OR ASK QUESTIONS. AFTER ANY PUBLIC INPUT, THE AUTHORITY MAY HAVE FURTHER DISCUSSION BEFORE TAKING ACTION TO THE NEXT AGENDA ITEM.

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. WRITTEN PETITIONS AND COMMUNICATIONS**
- D. ORAL COMMUNICATIONS**

AT THIS TIME, ANY MEMBER OF THE AUDIENCE MAY COMMENT ON ANY MATTER NOT LISTED ON THE AGENDA. PLEASE STAND AND STATE YOUR NAME AND ADDRESS FOR THE RECORD. THE AUTHORITY WILL NOT TAKE ACTION ON THE ITEM THAT IS BROUGHT TO THEIR ATTENTION THIS EVENING. IF IT REQUIRES ACTION, IT WILL BE REFERRED TO STAFF AND/OR LISTED ON THE NEXT AUTHORITY AGENDA.

PLEASE BE BRIEF AND TO THE POINT. AVOID REPEATING WHAT PREVIOUS SPEAKERS HAVE SAID. IF TWO OR MORE INDIVIDUALS ARE HERE AS A GROUP AND WISH TO SPEAK ON ONE SIDE OF AN ISSUE, PLEASE SELECT A SINGLE SPOKESPERSON TO PRESENT YOUR VIEWS.

- E. CONSENT CALENDAR**
 - 1. AIRPORT AUTHORITY MINUTES FOR JULY 21, 2016**

Recommendation: Adopt a motion to approve and file.
- F. REPORTS**
 - 1. FEDERAL AVIATION ADMINISTRATION (FAA) FY 2016 – 2020 AIRPORT CAPITAL IMPROVEMENT PLAN AND AMENDED FY 2016 GRANT APPLICATION AND ACCEPTANCE**

Recommendation: Adopt a motion to approve the amended FY 2016 - 2020 ACIP; approve the FAA grant application for FY 2016 and acceptance of grant funds; and recommend approval to the City Council.

2. LEASE OF HANGAR 16 TO CALSTAR AIR MEDICAL SERVICES LLC FOR AIR AMBULANCE OPERATIONS

Recommendation: Adopt a motion to approve the lease provisions and recommend approval to the City Council.

3. AIRPORT MANAGER'S REPORT

Recommendation: Discussion as desired by Authority members.

G. AUTHORITY BUSINESS

1. POSSIBLE INCOMPATIBLE LAND USE ACTIVITY

Recommendation: Discussion as desired by Authority members.

2. OTHER BUSINESS FROM AUTHORITY MEMBERS

Recommendation: Discussion as desired by Authority members.

H. ADJOURNMENT:

TO THE NEXT AIRPORT AUTHORITY MEETING, TUESDAY, SEPTEMBER 20, 2016, AT 7:00 PM IN THE CITY COUNCIL CHAMBER, 678 WEST 18TH STREET, MERCED, CA 95340.

**CITY OF MERCED
REGIONAL AIRPORT AUTHORITY MINUTES**

**MERCED REGIONAL AIRPORT
AIRPORT ADMINISTRATIVE OFFICE
20 MACREADY DRIVE
MERCED, CA**

**THURSDAY
JULY 21, 2016**

A. CALL TO ORDER

Chair John Sundgren called the meeting to order at 12:08 p.m.

B. ROLL CALL

Members present: John Sundgren, Alvin Osborn, Michael Bodine, Desmond Johnston, and Ryan Smith

Members absent: None - Two vacancies.

Staff Present: Janet E. Young, Frank Quintero, Nancy Lee, and Shawn Henry

C. WRITTEN PETITIONS AND COMMUNICATION

None.

D. ORAL COMMUNICATIONS

None.

E. CONSENT CALENDAR

M/S/C – Osborn/Smith motion to approve and file the minutes of June 3, 2016, as submitted.

F. REPORTS

1. POST – FAA PART 139 CERTIFICATE --- FIRE DEPARTMENT RESPONSE TO AIRCRAFT EMERGENCIES

Fire Chief Henry described Merced Fire Department response plan for aircraft emergencies in light of the City's surrender of the FAA Part 139 Airport Operating Certificate and indicated that fire fighters will maintain ARFF Certification.

2. SELECTION OF CHAIR AND VICE CHAIR

The Board voted to retain Mr. Sundgren as Chair and Mr. Osborn as Vice-Chair.

M/S/C – Bodine/Smith

3. AIRPORT MANAGER'S REPORT

Manager Young summarized the June 2016 Manager's Report.

G. AUTHORITY BUSINESS

1. POSSIBLE INCOMPATIBLE LAND USE ACTIVITY

Chairperson Sundgren asked Manager Young if new information was known regarding the Merced Irrigation District (MID) project for construction of transmission and distribution lines that will run through the outskirts of south Merced. Manager Young responded that there was no new information and that she will keep the Airport Authority informed.

2. OTHER BUSINESS FROM AUTHORITY MEMBERS

FAA regulations applicable to drones and safety considerations were raised by Airport Manager Young and discussion ensued among Authority members. Manager Young indicated examples of prior requests for drone operation in proximity of the Merced Regional Airport and suggested that it would be appropriate to consider airport policy on drone usage near MCE. It was the sense of the Authority that such a policy should be developed and Authority member Smith expressed willingness to assist in this assignment.

H. ADJOURNMENT

Chair Sundgren adjourned the meeting at 12:52 p.m. until the next Regional Airport Authority meeting on Tuesday, August 16, 2016, at 7:00 p.m. in the Council Chamber at 678 W 18th Street, in the Civic Center.

M/S/C – Osborn/Bodine motion to approve the meeting adjournment until the next scheduled meeting.

John Sundgren, Chair
Regional Airport Authority

To: Regional Airport Authority

From: Janet E. Young, Airport Manager

Date: August 11, 2016

Re: **Federal Aviation Administration (FAA) Amended FY 2016 –
2020 Airport Capital Improvement Plan and FY 2016 Grant
Application and Acceptance of Funds**

Background

Airport Capital Improvement Plan

The Merced Regional Airport is required to provide a detailed list of all potentially eligible Capital Improvement Projects (ACIP) that require federal assistance to the Federal Aviation Administration (FAA) San Francisco Airports District Office annually for consideration. The list is derived from recommendations from the FAA Airport Compliance Specialists, City and FAA Engineering Departments, State of California DOT/Cal-Trans Aviation Office, Merced Regional Airport consultants, the Regional Airport Authority and Airport staff. The 2015-2020 ACIP was previously approved by the City Council.

The ACIP does not obligate the City of Merced to perform. It provides the FAA a list of potentially eligible projects that require Federal grant assistance for completion and the ACIP list may be modified at any time by the sponsor. Since the ACIP plan is a dynamic list, it can be readily altered, provided that modifications to proposed capital projects are consistent with the Airport Layout Plan approved in February 2013. The proposed revision to the ACIP addresses the revision necessitated by the FY 2016 grant opportunity. The 2016 ACIP includes the three components for which grant funds were requested for Fiscal Year 2016, all of which were considered favorably by the FAA and are described below.

FAA Grant Proposal

A draft grant application for FY 2016 in the amount of \$116,286 was submitted in December 2015, and revised in late April 2016, following extensive discussions with the FAA. The FAA advised the Airport in early August 2016, that dollars were available to fund the requested grant to fund certain remarking work already accomplished on runway/taxiway rehabilitation (pavement maintenance); certain runway/taxiway rehabilitation (pavement maintenance) for remarking work not completed; and for preparation of a Wildlife Hazard Management Plan, the preparation of which is mandated by the FAA.

Since the deadline for submission of the application extended into spring 2016 and required extensive discussions with the FAA, and since the City did not know if the application would be accepted, the City Manager submitted the grant application package to preserve eligibility for the funding with the understanding that the City was not obligated to proceed with the application and that no financial obligations were incurred pending review and approval by the City Council. This item seeks approval of the grant application and authorization for the City Manager to execute and submit all necessary documents required for completion of the FAA grant application and acceptance process.

The grant proposal was prepared and will be administered and accomplished by the Airport full service consulting firm, with assistance from the Airport staff and City Engineering staff. Remarketing labor is being accomplished by Airport personnel. All compensation for the consulting firm will be borne by the grant. Funding for the \$116,286 FAA grant requires a 5% City match of \$6,120 which will be borne by the earlier approved City appropriation for the mandated remarketing work at the Airport.

IMPACT ON CITY RESOURCES

ACIP:

There is no initial cost to the City from the ACIP. Capital projects for which funding may be sought in future years would entail a commitment of 5% matching funds for each FAA grant awarded.

FAA Grant Proposal:

Funding for the \$116,286 FAA grant requires a 5% City match of \$6,120, which will be borne by the previously approved appropriation by the City Council for FAA mandated remarketing at the Airport. All compensation for Airport consultant will be covered by the grant.

SUMMARY/RECOMMENDATION:

Airport management requests approval by the Regional Airport Authority of the amended FY 2016-2020 ACIP, the FY 2016 grant application and acceptance of funds; and that the Regional Airport Authority recommend approval by the Merced City Council.

Attachments:

1. Airport Capital Improvement Plan (ACIP) for FY 2016-2020
2. FAA Grant Application
3. Grant Offer Documents

ATTACHMENT 1

Merced Regional Airport ACIP Summary Fiscal Years 2016 - 2020

FAA Fiscal Year	Project	Federal Share (95%)	Local Share (5%)	Total (100%)
2016	Runway / Taxiway Rehabilitation (Pavement Maintenance), Pavement Rehabilitation (Phase 1, 2, and 3) (Environmental)	\$ 19,000	\$ 1,000	\$ 20,000
2016	Runway / Taxiway Rehabilitation (Pavement Maintenance) Reimbursement (Force Account)	\$ 38,000	\$ 2,000	\$ 40,000
2016	Runway / Taxiway Rehabilitation (Pavement Maintenance) (Construction) (Force Account) & Wildlife Hazard Management Plan	\$ 62,700	\$ 3,300	\$ 66,000
	FY 2016 Subtotal	\$ 119,700	\$ 6,300	\$ 126,000
2017	Pavement Rehabilitation (Phase 1, 3, and 3) (Design)	\$ 665,000	\$ 35,000	\$ 700,000
2018	Pavement Rehabilitation - Phase 1 (Construction)	\$ 2,755,000	\$ 145,000	\$ 2,900,000
2019	Pavement Rehabilitation - Phase 2 (Construction)	\$ 2,755,000	\$ 145,000	\$ 2,900,000
2020	Pavement Rehabilitation - Phase 3 (Construction)	\$ 2,755,000	\$ 145,000	\$ 2,900,000

Airport Name		Merced Regional Airport (MCE)	Fiscal Year 2016		
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	E	1. Runway / Taxiway Rehabilitation (Pavement Maintenance), Pavement Rehabilitation (Phase 1, 2, and 3) (Environmental)	\$19,000	\$1,000	\$20,000
Yes	D	2. Runway / Taxiway Rehabilitation (Pavement Maintenance) Reimbursement (Force Account)	\$38,000	\$2,000	\$40,000
Yes	D, P	3. Runway / Taxiway Rehabilitation (Pavement Maintenance) (Force Account) (Construction) & Wildlife Hazard Management Plan	\$62,700	\$3,300	\$66,000

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Environmental documentation for runway / taxiways pavement remarking to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports. Per Table 3-2 of the AIP Handbook, pavement maintenance of runways, taxiways, and aprons for nonhub primary airports and nonprimary airports is eligible under 49 USC § 47102(3)(H).

Environmental documentation for pavement rehabilitation as identified in the 2015 Pavement Maintenance and Management Program (completion anticipated for November 2015)

2. Reimbursement for funds expended prior to a grant (Sponsor Force Account) to rehabilitate (maintain) / remark the runway (centerline, designators, thresholds) to comply with marking standards and per Part 139 inspection Letter of Correction. Funds for reimbursement includes labor, equipment usage, and materials (paint, glass beads).

3. Construction to rehabilitate (maintain) / remark the taxiway (centerline, lead-in lines) and hold position markings, to comply with marking standards and per Part 139 inspection Letter of Correction.

A Wildlife Hazard Management Plan will be completed as mandated by Part 139 inspection reports. A Wildlife Hazard Assessment was completed in FY 2015.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. FY 2016 (by 12/31/15)
2. FY 2016
3. FY 2016

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. FY 2016 (Categorical Exclusion) (by 12/31/15)
2. FY 2016 (Categorical Exclusion - see 1. above)
3. FY 2016 (Categorical Exclusion - see 1. above)

Land Title Status & Date of Exhibit "A" Status

Date

1. The City owns all property necessary for the project.
2. The City owns all property necessary for the project.
3. The City owns all property necessary for the project.

Open AIP Funded Projects

Expected Close-out Date

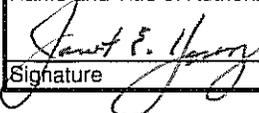
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Janet Young, Interim Airport Manager

Janet Young, Interim Airport Manager

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)



11/2/15
Date

209-564-0120

Contact Phone (Print or Type)

Signature

Airport Name		Merced Regional Airport (MCE)	Fiscal Year	2017	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	P	1. Pavement Rehabilitation (Phase 1, 3, and 3) (Design)	\$665,000	\$35,000	\$700,000

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Design for the pavement rehabilitation as identified in the 2015 Pavement Maintenance and Management Program (completion anticipated for November 2015)

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. FY 2017

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. Environmental documentation (Categorical Exclusion) completed in FY 2016

Land Title Status & Date of Exhibit "A" Status

Date

1. The City owns all property necessary for the project.

Open AIP Funded Projects

Expected Close-out Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Janet Young, Interim Airport Manager

Janet Young, Interim Airport Manager

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)

Signature

Janet Young
11/2/15
Date

209-564-0120

Contact Phone (Print or Type)

Airport Name		Merced Regional Airport (MCE)	Fiscal Year	2018		
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total	
Yes	D	1. Pavement Rehabilitation - Phase 1 (Construction)	\$2,755,000	\$145,000	\$2,900,000	

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Rehabilitate pavement areas per the 2015 PMMP to keep the pavement in good working order, fully functional, and with an extended useful life.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. FY 2018

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. Environmental documentation (Categorical Exclusion) completed in FY 2016

Land Title Status & Date of Exhibit "A" Status

Date

1. The City owns all property necessary for the project.

Open AIP Funded Projects

Expected Close-out Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Janet Young, Interim Airport Manager

Janet Young, Interim Airport Manager

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)

Signature

11/2/15
Date

209-564-0120

Contact Phone (Print or Type)

Airport Name		Merced Regional Airport (MCE)	Fiscal Year	2019		
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total	
Yes	D	1. Pavement Rehabilitation - Phase 2 (Construction)	\$2,755,000	\$145,000	\$2,900,000	

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Rehabilitate pavement areas per the 2015 PMMP to keep the pavement in good working order, fully functional, and with an extended useful life.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. FY 2019

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. Environmental documentation (Categorical Exclusion) completed in FY 2016

Land Title Status & Date of Exhibit "A" Status

Date

1. The City owns all property necessary for the project.

Open AIP Funded Projects

Expected Close-out Date

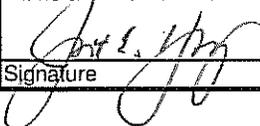
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Janet Young, Interim Airport Manager

Janet Young, Interim Airport Manager

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)



11/2/15

209-564-0120

Signature

Date

Contact Phone (Print or Type)

Airport Name		Merced Regional Airport (MCE)	Fiscal Year 2020		
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	1. Pavement Rehabilitation - Phase 3 (Construction)	\$2,755,000	\$145,000	\$2,900,000

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Rehabilitate pavement areas per the 2015 PMMP to keep the pavement in good working order, fully functional, and with an extended useful life.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. FY 2020

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. Environmental documentation (Categorical Exclusion) completed in FY 2016

Land Title Status & Date of Exhibit "A" Status

Date

1. The City owns all property necessary for the project.

Open AIP Funded Projects

Expected Close-out Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Janet Young, Interim Airport Manager

Janet Young, Interim Airport Manager

Name and Title of Authorized Representative (Print or Type)

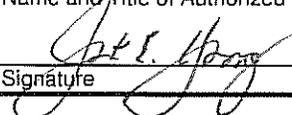
Contact Name and Title (Print or Type)

Signature

Date

209-564-0120

Contact Phone (Print or Type)

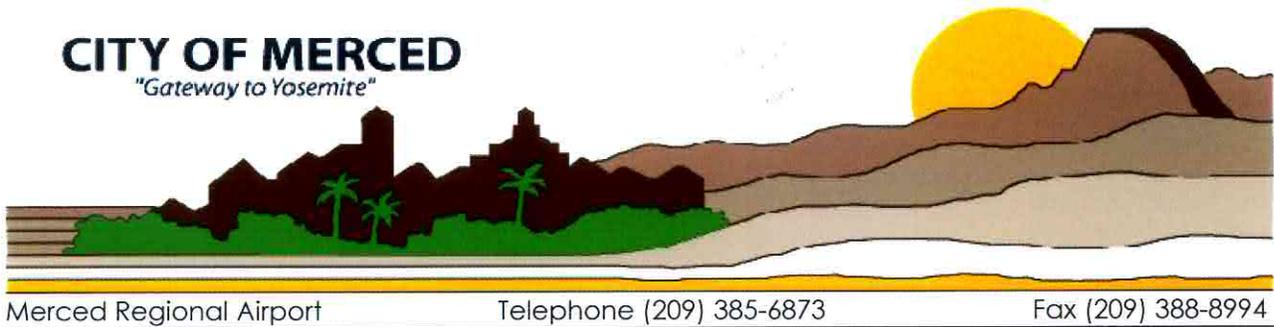


4/2/15

ATTACHMENT 2

CITY OF MERCED

"Gateway to Yosemite"



Merced Regional Airport

Telephone (209) 385-6873

Fax (209) 388-8994

April 29, 2016

Mr. Abel Tapia
Program Manager
FAA San Francisco Airports District Office
1000 Marina Blvd, Suite 220
Brisbane, California 94005-1835

Dear Abel,

Thank you again for the opportunity earlier this week to discuss the details of the revised Merced Regional Airport grant application submission for FY 2016. We very much appreciated your leadership in evaluating the regulatory exception that is critical to the remarking component of the application.

Consistent with our conversation earlier this week, we are pleased to submit the revised application. Please note that due to the size of the application, RS&H Aviation Planner Delia Chi is transmitting this letter and the revised application utilizing the RS&H FTP protocol for your convenience. Hard copy will be transmitted via Federal Express for delivery at your office next Tuesday.

Please do not hesitate to contact me if you have questions or require additional information.

Thank you very much again for your assistance with this matter.

Cordially,

A handwritten signature in blue ink that reads "Janet Young" with a small "rs" to the right.

Janet E. Young
Manager, Merced Regional Airport

Enclosure

cc: Ken Elwin, Director of Public Works, City of Merced
Joe Jackson, President, RS&H California
Delia Chi, Aviation Planner, RS&H

**Merced Regional Airport
Grant Application Package Submittal**

April 2016

Grant 025 Projects:

- Project 1) RUNWAY / TAXIWAY REHABILITATION (PAVEMENT MAINTENANCE)
Environmental Documentation & Construction Reimbursement
(Force Account)
For work already completed

- Project 2) RUNWAY / TAXIWAY REHABILITATION (PAVEMENT MAINTENANCE)
Construction (Force Account)
For work yet to be completed

- Project 3) WILDLIFE HAZARD MANGEMENT PLAN

Grant Application 025 – Required Items Table of Contents

As required by SOP 6.00		
Tab No.	Status	Required Items
1	✓	Standard Form 424 (signed)
2	✓	Project Cost Breakdown
3	✓	Project Sketch
4	✓	Project Narrative (see Form 5100-100)
5	NA	Form 5100-100 (signed)
6	✓	Bid Tabulations / Negotiated Amounts
7	✓	Exhibit A
8	NA	Title Certificate or Long Term Lease Agreement
As required by FAA SF ADO		
Tab No.	Status	Required Items
9	✓	Independent Cost Estimate per FAA AC 150/5100-14E
10	✓	Record of Negotiation per FAA AC 150/5100-14E
11	✓	Project Schedule per FAA AC 150/5100-14E
12	✓	Consultation with Airport Users
13	✓	NEPA Compliance
14	✓	Construction Safety / Phasing Plan
15	✓	Standard DOT Title VI Assurances
16	✓	Certification Regarding Lobbying / Disclosure of Lobbying Activities
17	✓	System for Award Management (SAM)
18	✓	Sponsor Certifications – Drug Free Workplace
	✓	Sponsor Certifications – Construction Project Final Acceptance
	✓	Sponsor Certifications – Equipment / Construction Contracts
	✓	Sponsor Certifications – Project Plan and Specifications
	✓	Sponsor Certifications – Real Property Acquisition
	✓	Sponsor Certifications – Selection of Consultants
19	✓	Resolution
20	✓	AIP Eligibility documentation
21	✓	Pavement Marking Plan (<i>see ALP</i>)
Excluded	NA	Pavement Maintenance Management Program
Excluded	NA	Construction Management Plan
Excluded	NA	DBE Program Approval
Excluded	NA	Intergovernmental Review of Federal Program / Clearinghouse Exemptions
Excluded	NA	Governor’s Certification Regarding Air Water Pollution

AIP Grant Application Checklist

AIRPORT NAME: Merced Regional Airport **DATE:** 4/29/2016

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 49P57

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 11/11/2016

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the “Yes” and “No” boxes while others require providing additional information as part of the airport’s request for AIP funds.**

PROJECTS:

- 1) RWY / TWY Rehabilitation (Pavement Maintenance) - Environmental Documentation & Construction Reimbursement (Force Account)
- 2) RWY / TWY Rehabilitation (Pavement Maintenance) - Construction (Force Account)
- 3) Wildlife Hazard Management Plan

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	X			
2.	Project Cost Breakdown <i>(attached)</i>	X			
3.	Project Sketch <i>(at the request of the ADO)</i>	X			
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>	X			
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>	X			
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>			X	
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	X			
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>			X	

1. STANDARD FORM 424

Application for Federal Assistance SF-424		
* 1. Type of Submission <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received:	4. Application Identifier:	
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Merced		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000531	*c. Organizational DUNS: 16-921-1554	
d. Address:		
* Street1: 678 West 18th Street Street 2: * City: Merced County: * State: CA Province: Country: United States		
*Zip/ Postal Code: 95340		
e. Organizational Unit:		
Department Name: Merced Regional Airport	Division Name: Airport	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. First Name: Steven Middle Name: S. * Last Name: Carrigan Suffix:		
Title: City Manager		
Organizational Affiliation:		
* Telephone Number: (209) 385-6834	Fax Number: (209) 723-1780	
* Email: carrigans@cityofmerced.org		

Application for Federal Assistance SF-424

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

City of Merced, Merced County

* 15. Descriptive Title of Applicant's Project:

See next page

Attach supporting documents as specified in agency instructions.

15. Descriptive Title of Applicant's Project

1) RUNWAY / TAXIWAY REHABILITATION (PAVEMENT MAINTENANCE) ENVIRONMENTAL DOCUMENTATION & CONSTRUCTION REIMBURSEMENT (FORCE ACCOUNT): Rehabilitate runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Environmental documentation and construction reimbursement for remarking and correcting runway centerline markings, runway designation markings, and runway threshold markings.

This project is for work already completed.

2) RUNWAY / TAXIWAY REHABILITATION (PAVEMENT MAINTENANCE) CONSTRUCTION (FORCE ACCOUNT): Rehabilitate runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Effort includes remarking and correcting runway areas with missing beads, faded taxiway centerline markings, non-visible taxiway lead on/off lines, and pink appearance and missing beads for hold position markings.

This project is for work yet to be completed.

3) WILDLIFE HAZARD MANAGEMENT PLAN: Complete a Wildlife Hazard Management Plan for Merced Regional Airport as mandated by Part 139 inspection reports. A Wildlife Hazard Assessment was completed in FY 2015.

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.

There is no federal debt delinquency.



U.S Department
of Transportation

**Federal Aviation
Administration**

Western-Pacific Region
Office of the Regional Administrator

P.O. Box 92007
Los Angeles, CA 90009-2007

December 2, 2014

EIR: 2015WP800019

Ms. Janet Young
Merced Regional/Macready Field
20 Macready Drive
Merced, CA 95341

Merced Regional/Macready Field
Merced California
Letter of Correction

Dear Ms. Young:

The periodic certification inspection of the Merced Regional/Macready Field (MCE) was conducted 17-19 Nov 2014. The inspection revealed that the airport is not being operated in compliance with 14 CFR Part 139, the Airport Certification Manual (ACM), and the Airport Operating Certificate.

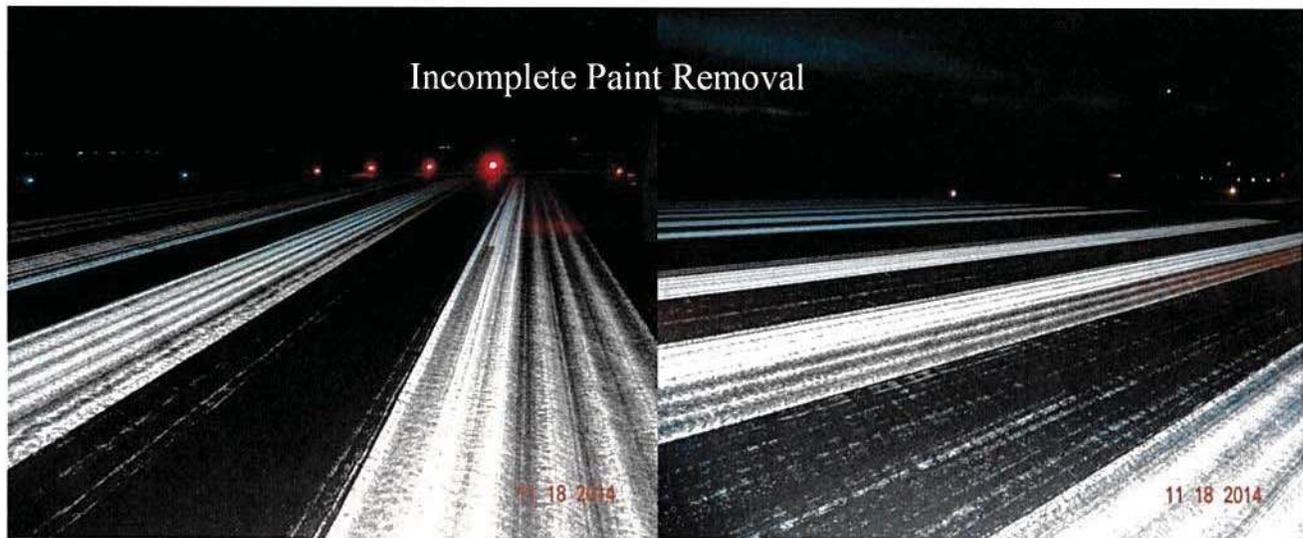
§139.201(a) – Airport Certification Manual. The certificate holder is not operating in compliance with the Airport Certification Manual (ACM) as related to the 11 discrepancies identified in the 2014 Part 39 Annual Inspection.

Correction Date: Feb 17, 2015

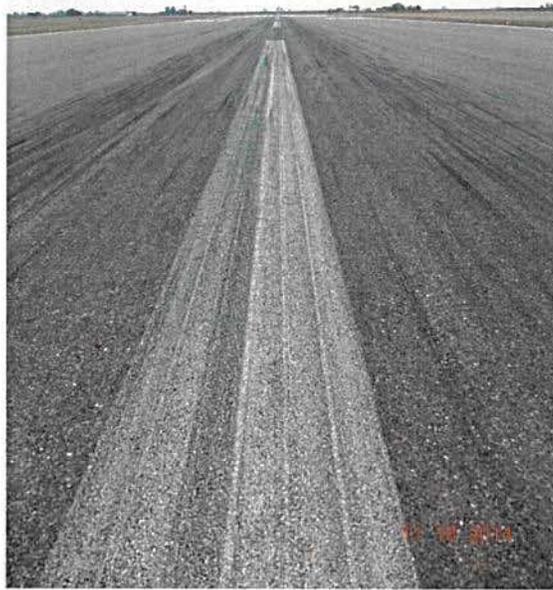
§139.201(b) - Airport Certification Manual. The certificate holder failed to ensure the ACM is current. For example, ARFF is not included in the distribution. Section 303 contact information for key personnel is outdated. Section 309 has the incorrect dimensions of the Runway Safety Area (RSA) as well as the information regarding the location of the localizer. It also incorrectly indicates that service roads are located in the RSA. Section 311 does not include an approved Sign and Marking Plan. Section 315 identifies the airport as Index C capable; however, the information does not match what's published on the Airport Master Record or in the Airport/Facility Directory. The Emergency Alerting System information in Section 319 does not accurately capture the how ARFF personnel are alerted of impending emergencies. Section 327 does not include inspection of the safety areas. Section 329 references an outdated advisory circular. Section 337 should be updated to reflect a wildlife hazard assessment was recently completed. Appendix A, the Part 139 Training Event Record does not include all training required under §139.319. Additionally, this training record is not being used by ARFF personnel. Appendix K has outdated information regarding persons authorized to issue NOTAMS. The certificate holder must conduct a thorough review of the ACM for accuracy and update as required.

Correction Date: Dec 19, 2014

§139.311(a)(1) – Runway Markings. The certificate holder failed to maintain runway markings. Runway 12-30 centerline markings were found badly faded. Runway designation and threshold markings exhibited both white and beige hues. Where the threshold markings width was decreased, remnants of the white paint is still visible during daytime and hours of darkness. Also, in some areas of the markings, the paint appeared to be missing beads. The certificate holder must ensure all runway markings meets the standards outlined in AC 150/5340-1, *Standards for Airport Markings*, current edition. Pavement markings that are no longer needed are not to be painted over but instead are to be physically removed. Physical removal of markings is achieved by water blasting, shot blasting, sand blasting, chemical removal, or other acceptable means that do not harm the pavement. The physical removal of any old marking(s) must include a pre-determined larger size and shape of a removal area that encompasses the old marking(s) and by grouping adjacent markings together into a larger rectangular removal area.



Faded Runway Centerline



Correction Date: Feb 17, 2015

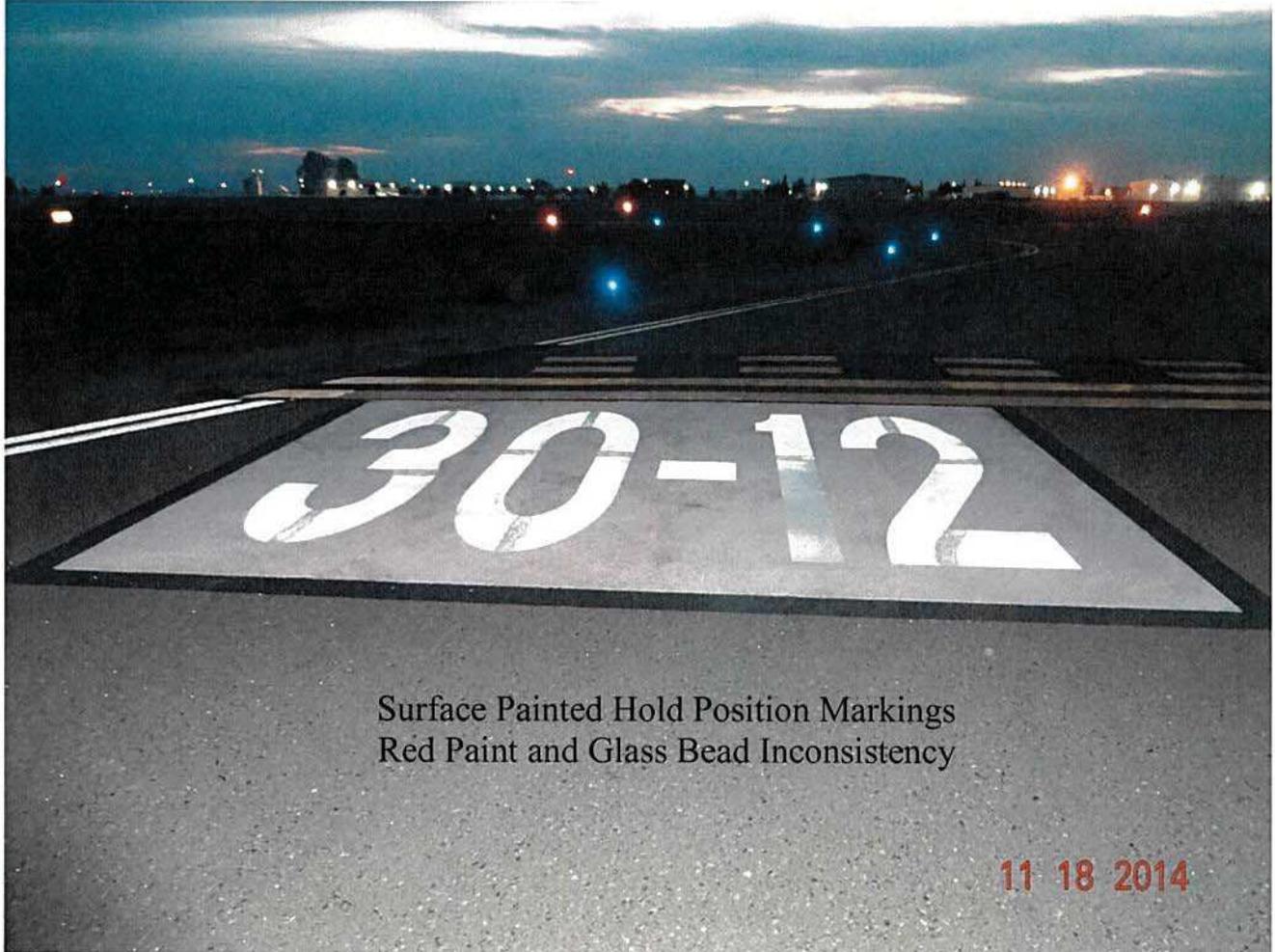
§139.311(a)(2) – Taxiway Markings. The certificate holder failed to maintain taxiway centerline markings. Taxiway centerlines were found badly faded. Additionally, not all lead-on/off lines that lead to the runway were visible. The certificate holder must ensure all taxiway markings meets the standards outlined in AC 150/5340-1, *Standards for Airport Markings*, current edition.

Faded Lead on/off line



Correction Date: Feb 17, 2015

§139.311(a)(4) – Holding Position Markings. During hours of darkness, the red background of some surface painted holding position sign (SPHPS) markings appears pink. Additionally, the glass beads distribution appears to be inconsistent. The certificate holder must ensure all SPHPS markings meets the standards outlined in AC 150/5340-1, *Standards for Airport Markings*, current edition and provide the required supplemental visual cues that alert pilots and vehicle drivers of an upcoming holding position location.



Correction Date: Feb 17, 2015

§139.311(d) – Signs. The certificate holder failed to maintain signs identifying taxiing routes on the movement area. Due to direct sunlight on some parts of the airfield, some direction sign panels were found faded and require replacement. Non-standard inbound destination signs were also found. Common names and abbreviations used for inbound destinations are: APRON - general parking, servicing, and loading areas; RAMP -synonymous with APRON; FUEL -areas where aircraft are fueled or serviced; TERM -gate positions at which aircraft are loaded or unloaded; CIVIL-areas set aside for civil aircraft; MIL -areas set aside for military aircraft; PAX -areas set aside for passenger handling; CARGO -areas set aside for cargo handling; INTL -areas set aside for handling international flights; and FBO -fixed-base operator. The certificate holder must conduct a thorough inventory of all signs, ensure compliance with A/C 150/5340-18F, *Standards for Airport Sign Systems*, and replace as required.



Correction Date: Feb 17, 2015

§139.319(i)(2) - Aircraft rescue and firefighting: Operational requirements. Records indicate that two ARFF personnel failed to complete recurrent instruction every 12 consecutive calendar months in application of the types of extinguishing agents and adapting and using structural rescue and firefighting equipment for ARFF. One individual failed to complete recurrent training in airport familiarization, including airport signs, marking, and lighting as well as rescue and firefighting personnel safety. A Letter of Investigation (LOI) will be issued.

§139.319(i)(3) - Aircraft rescue and firefighting: Operational requirements. Records indicate that one ARFF personnel failed to complete live-fire training prior to performing ARFF duties. A LOI will be issued.

§139.321(c) – Hazardous Materials. The fueling agent, TDL Aero Enterprises was found in non-compliance with the local Fire Safety Standards. For example, one tire on a mobile fueler was found to have worn treads. Additionally, an ABC extinguisher was found on a mobile fueler.

Correction Date: Dec 19, 2014

§139.321(e)(1) – Hazardous Materials. Documentation provided by the fueling agent indicates the supervisor failed to complete recurrent instruction at least every 24 consecutive calendar months. Although the company that provided the training is on a list of approved companies offering courses of instruction in line service training as well as supervisory training that are acceptable to the Administrator, the certificate provided does not meet the requirements. The certificate does not contain the following wording: (1) The individual completed the “Fuel Safety Supervisor” training and (2) “Has successfully completed all classroom and practical application for the requirements of 14 CFR §139.321(b)(1) through (b)(6) and §139.321(e) (1)”. A LOI will be issued.



Correction Date: Dec 19, 2014

§139.323 - Traffic and wind direction indicators. Runway 30 supplemental wind cone was found in the Runway Object Free Area (ROFA). The wind cone is located approximately 275 feet from the runway centerline, not fixed-by function, and must be moved out of the ROFA. The supplemental wind cone must be located near the runway end so that pilots have an unobstructed view during either landing or takeoff operations. The preferred location is on the left side of the runway when viewed from a landing aircraft. However, it may be located on the right side of the runway where conditions such as the existence of another runway, taxiway, apron, terrain problems, or navigational aids preclude its installation on the left side. The certificate holder must work with the SFO Airport District Office to address this 139 violation and correct at the earliest opportunity.



Correction Date: Feb 17, 2015

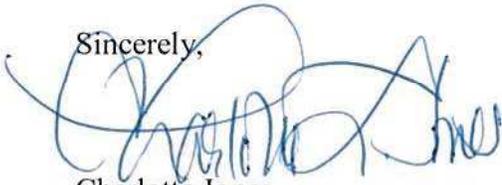
Recommendations:

1. Although the current 2000 E-One apparatus is operational, the airport has only one ARFF vehicle. If the vehicle should become unserviceable a replacement is not available. Recommend the airport plan for a new truck in order to have a reserve capable of maintaining its index.
2. Keeping records is crucial to Part 139 certification. A comprehensive record keeping system makes it possible to develop accurate and timely reports that show the progress and current status of individual training. Recommend simplifying ARFF training records for (a) easy review; (b) monitoring and measuring the progress of individual training; (c) a comparative analysis of training across periods of time (month, quarter or year); and(d) future planning/scheduling.
3. The asphalt on Taxiway Echo appears to be exhibiting a high degree of weathering. Recommend the airport plan for and conduct an immediate Pavement Management Program (PMP) to find optimum strategies for maintaining pavements in a safe serviceable condition. The PMP is also needed to publish the gross weight and pavement condition number in accordance with Advisory Circular 150/5335-5C, *Standardized Method of Reporting Airport Pavement Strength – PCN* by August 14, 2015.
4. The airport does not own any snow removal equipment or have continuous friction measuring equipment that can be used for conducting friction surveys on runways during winter

operations. As a result, braking action is reported based on pilot reports (PIREPs). However, while PIREPs of braking action provide valuable information, these reports may not apply to the full length of the runway as such evaluations are limited to the specific sections of the runway surface in which the airplane wheel braking was used. Recommend the airport review its procedures, A/C 150-5200-30, *Airport Winter Safety and Operation*, and A/C 150-5200-28, *Notices to Airmen for Airport Operators*, to ensure PIREP braking action includes all thirds of the runway and update as required.

We have given consideration to all available facts and concluded that this matter does not warrant legal enforcement. In lieu of such action, we are issuing this letter which will be made a matter of record. We will expect your future compliance with the regulations. Please advise in writing when the unresolved discrepancies are corrected within 15 days of the correction date.

Sincerely,



Charlotte Jones
Airport Certification Safety Inspector
FAA Western-Pacific Region

CITY OF MERCED

"Gateway to Yosemite"



Merced Regional Airport

Telephone (209) 385-6873

Fax (209) 388-8994

October 30, 2015

Charlotte Jones
Airport Certification Safety Inspector
FAA Western Pacific Region
Airports Division (ASO-620)
P.O. Box 92007
Los Angeles, CA 90009-2007

Dear Inspector Jones,

Thank you for the conversation earlier this week and for the follow-on email listing the existing areas of discrepancy for the Merced Regional Airport. I am writing to provide a status report of progress to date toward completion of the required corrective actions.

For clarity, I have inserted in the letter the description of the remarking issues cited in the Part 139 Inspection. In addition, a MCE status update is provided which includes a revised requested extension date.

Part 139 Inspection -- "311A1 - The certificate holder failed to maintain runway markings. Runway 12-30 centerline markings were found badly faded. Runway designation and threshold markings exhibited both white and beige hues. Where the threshold markings width was decreased, remnants of the white paint is still visible during hours of darkness. Also, in some areas of the markings, the paint appeared to be missing beads. The certificate holder must ensure all runway markings meets the standards outlined in AC 150/5340-1, Standards for Airport Markings, current edition. Pavement markings that are no longer needed are not to be painted over but instead are to be physically removed. Physical removal of markings is achieved by water blasting, shot blasting, sand blasting, chemical removal, or other acceptable means that do not harm the pavement. The physical removal of any old marking(s) must include a pre-determined larger size and shape of a removal area that encompasses the old marking(s) and by grouping adjacent markings together into a larger rectangular removal area."

MCE Status Update: The runway centerline has been remarked according to specifications of AC 150/5340-1 current edition. The threshold bar remarking is expected to be completed by the end of next week, weather permitting, utilizing the current supply

Inspector Jones
Page 2
October 30, 2015

of paint and glass beads. We will then address the runway designator markings. I will notify you of the status as the work is conducted. The remnants of white paint associated with the earlier decrease in threshold markings width has not been physically removed and we are continuing to work with City Staff to accomplish the removal. We will address that task after the completion of the remarking of the existing threshold bars. We seek an extension until April 1, 2016 given the fact that we are working with an airline schedule entailing five round trips per day spread from early morning until well into the evening hours making it difficult to schedule long blocks of remarking work.

Part 139 Inspection -- "311A2 - The certificate holder failed to maintain taxiway centerline markings. Taxiway centerlines were found badly faded. Additionally, not all lead-on/off lines that lead to the runway were visible. The certificate holder must ensure all taxiway markings meets the standards outlined in AC 150/5340-1, Standards for Airport Markings, current edition."

MCE Status Update: The taxiway centerline will be remarked in accord with specifications of AC 150/5340-1 current edition. We expect to begin on the taxiway centerline and lead off/lead on lines that are not visible in the near future, following completion of the runway remarking. I will keep you apprised of the schedule as it is developed and work progresses. We are working with the City to secure more funding to enable us to pursue the work in a timely manner. We also are exploring with the FAA San Francisco Airports District Office the possibility of securing funding through the FY2016 grant process. As you know, our request for funding filed with the ADO in December 2014 was rejected. We would very much appreciate an extension until April 1, 2016, given the fact that our discussions with the City to secure additional dollars for paint and glass beads are not yet completed, and we do not have a decision from the FAA as to whether our funding request will be considered. Moreover, the airline schedule entailing five round trips per day spread from early morning until well into the evening hours presents a challenge to the scheduling of long blocks of remarking work. In addition we are entering what is predicted to be a wet fall and winter.

Part 139 Inspection -- "311A4 - During hours of darkness, the red background of some surface painted holding position sign (SPHPS) markings appear pink. The certificate holder must ensure all SPHPS markings meets the standards outlined in AC 150/5340-1, Standards for Airport Markings, current edition and provide the required supplemental visual cues that alert pilots and vehicle drivers of an upcoming holding position location."

MCE Status Update: The red background of some of the surface painted holding position sign markings (SPHPS) that appears pink will be remarked in accord with specifications of AC 150/5340-1 current edition. We expect to begin work on these markings following completion of the taxiway remarking and I will keep you apprised of the schedule as it is

Inspector Jones
Page 3
October 30, 2015

developed and work progresses. We are working with the City to secure more funding to enable us to pursue the work in a timely manner. We also are exploring with the FAA San Francisco Airports District Office the possibility of securing funding through the FY2016 grant process. As you know, our request for funding filed with the ADO in December 2014 was rejected. We would very much appreciate an extension until April 1, 2016, given the fact that our discussions with the City to secure additional dollars for paint and glass beads are not yet completed, and we do not have a decision from the FAA as to whether our funding request will be considered. Moreover, the airline schedule entailing five round trips per day spread from early morning until well into the evening hours presents a challenge to the scheduling of long blocks of remarking work. In addition we are entering what is predicted to be a wet fall and winter.

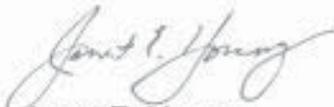
For your reference, I enclose a financial cost summary of resources expended to date on the remarking work, including the purchase of a striping machine with City resources. City staff costs are not included in the summary.

I hope that this material will be helpful and we will appreciate your consideration of our request for an additional extension of the completion period. I assure you that we are committed to completing the task and we are working as rapidly as resources have allowed to finish the work.

Please do not hesitate to call me if you have questions or would like to discuss these matters.

Thank you again for your review of this material.

Sincerely,



Janet E. Young
Airport Manager
Merced Regional Airport

Attachment

cc: Ken Elwin, City Engineer and Interim Director of Public Works – Water Resources & Reclamation and Airport

2. PROJECT COST BREAKDOWN

**Merced Regional Airport
 FY 2016 Grant Application
 Project Cost Breakdown
 Revised 4/28/2016**

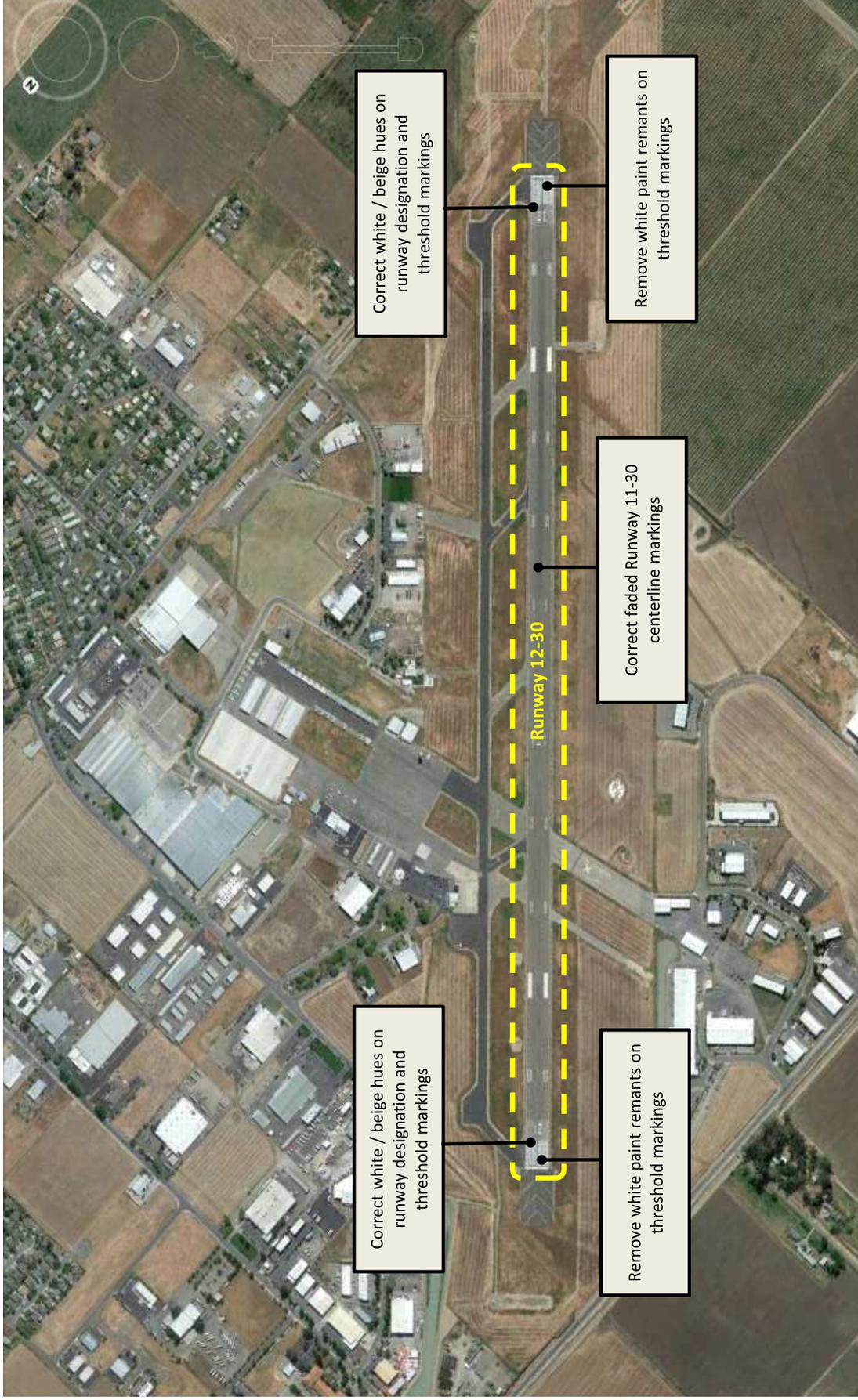
Grant Application No: 025

Project Description: Runway / Taxiway Rehabilitation (Pavement Maintenance) Environmental Documentation & Construction Reimbursement (Force Account);
 Runway / Taxiway Rehabilitation (Pavement Maintenance) Construction (Force Account); Wildlife Hazard Management Plan

Brief Item Description	Construction or Land Cost	Engr./Land Incidental	Environmental Cost	Administration Cost	Federal Share 95.00%	Local Share 5.00%	Total
Environmental (CatEx)	\$ -		\$ 5,000	\$ -	\$ 4,750	\$ 250	\$ 5,000
Construction (Personnel / Labor) (estimate)	\$ 18,200	\$ -	\$ -	\$ -	\$ 17,290	\$ 910	\$ 18,200
Construction (Equipment) (estimate)	\$ 9,409	\$ -	\$ -	\$ -	\$ 8,939	\$ 470	\$ 9,409
Construction (Supplies) (estimate)	\$ 77,797	\$ -	\$ -	\$ -	\$ 73,907	\$ 3,890	\$ 77,797
Wildlife Hazard Management Plan	\$ -	\$ -	\$ 12,000	\$ -	\$ 11,400	\$ 600	\$ 12,000
Total	\$ 105,406	\$ -	\$ 17,000	\$ -	\$ 116,286	\$ 6,120	\$ 122,406

3. PROJECT SKETCH

Grant 025 - Runway / Taxiway Rehabilitation (Pavement Maintenance) - Environmental Documentation & Construction Reimbursement (Force Account) (work already completed)



P-139 Certification Inspection - Discrepancies

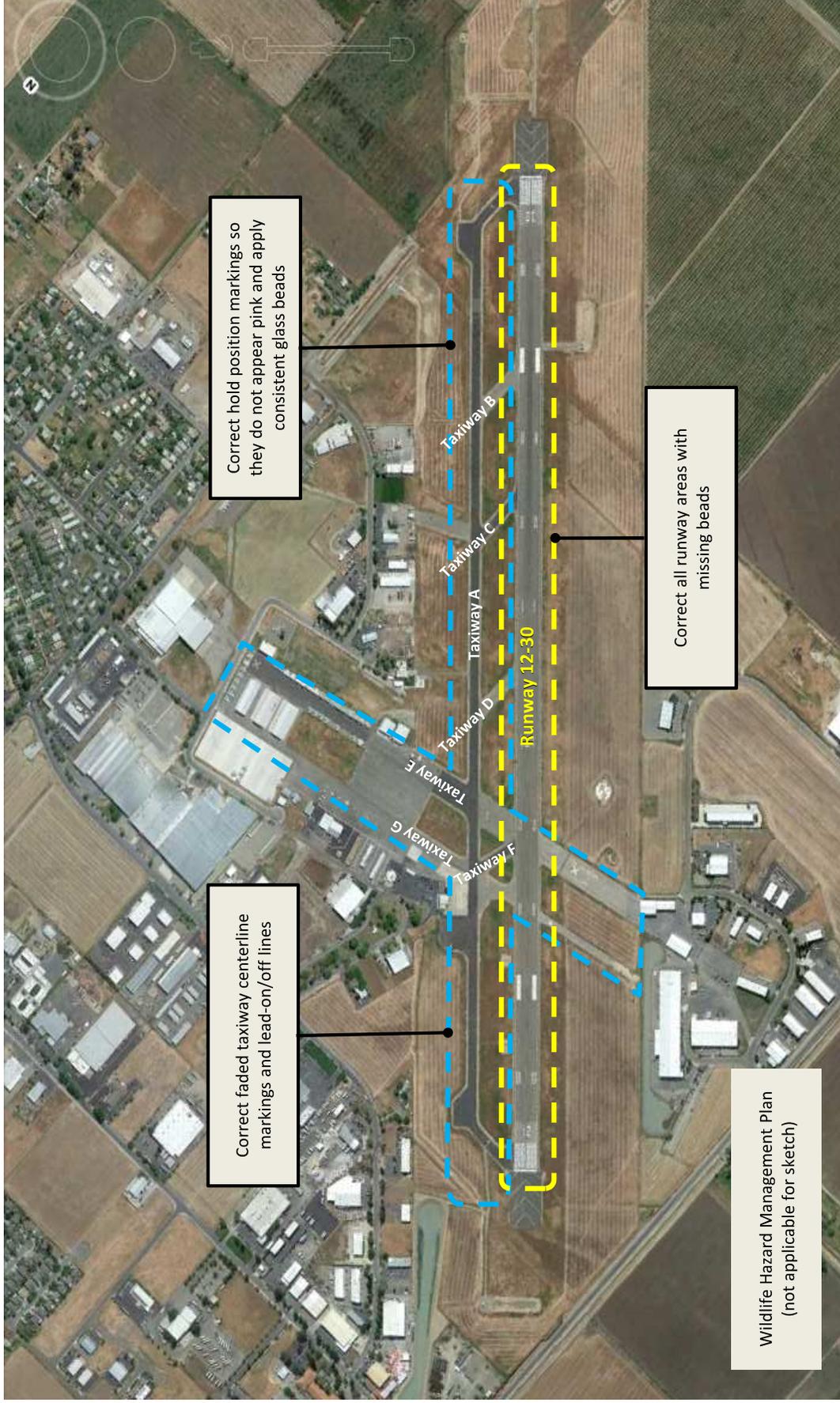
Failure to maintain runway markings

Faded RW CL markings

White and beige hues on RW designation markings

White and beige hues and paint remnants on / near RW threshold markings

Grant 025 -
 Runway / Taxiway Rehabilitation (Pavement Maintenance) - Construction (Force Account) (work yet to be completed)
 Wildlife Hazard Management Plan



P-139 Certification Inspection - Discrepancies

- Failure to maintain runway markings
- Missing beads over the entire runway
- Failure to maintain taxiway markings
- Faded TW CL markings
- Non-visible TW lead on/off lines
- Failure to maintain hold position markings
- Pink appearance on surface painted holding position sign (SPHPS) markings & missing beads

4. PROJECT NARRATIVE
(See Form 5100-100 Part IV)

5. FORM 5100-100

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p>Item 5. Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/></p> <p style="padding-left: 100px;">Local <input type="checkbox"/></p> <p style="padding-left: 100px;">Regional <input type="checkbox"/></p> <p>Location of Plan:</p>
<p>Item 6. Will the assistance requested serve a Federal installation?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p>Item 7. Will the assistance requested be on Federal land or installation?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project: %</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of:</p> <p style="padding-left: 20px;">Individuals:</p> <p style="padding-left: 20px;">Families:</p> <p style="padding-left: 20px;">Businesses:</p> <p style="padding-left: 20px;">Farms:</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

The Airport Sponsor works with the Merced County Airport Land Use Commission (ALUC) on compatible usage of land adjacent to the Airport. The Merced County ALUC adopted the Merced County Airport Land Use Compatibility Plan on June 21, 2012.
<http://www.co.merced.ca.us/index.aspx?nid=406>

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 Airport Sponsor has no federal debt delinquencies.

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 circumstances that may preclude the successful completion of the project or compliance with applicable grant assurances.

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.

Merced Vision 2030 General Plan

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

Not applicable

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.

Not applicable

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.

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.

Complies with applicable air / water quality standards

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:

The Airport Sponsor has no grants of exclusive rights for the conduct of any aeronautical activity.

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”:

The Airport Sponsor holds the property interest on the land areas pertaining to the project (existing runways / taxiways).

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”:

Not applicable

(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”

Not applicable

*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: Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			17,000.00
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			105,406.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			122,406.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			122,406.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			122,406.00
20. Federal Share requested of Line 19			116,286.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			116,286.00
23. Grantee share			6,120.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 122,406.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
27. Grantee Share	
a. Securities	\$
b. Mortgages	
c. Appropriations (By Applicant)	6,120.00
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	6,120.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 6,120.00

SECTION E – REMARKS

The following items are incorporated by reference:
 Plans and Specs dated: Not applicable
 Exhibit A dated: August / 2013

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : RWY / TWY REHAB - ENV DOCUMENTATION & CONSTRUCTION (FORCE ACCT); WHMP

AIRPORT : Merced Regional Airport

1. Objective:

The force account project will rehabilitate (pavement maintenance) runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Project 1 includes completing environmental documentation and construction for remarking and correcting runway centerline markings, runway designation markings, and runway threshold markings. This work has already been completed and MCE is seeking reimbursement. Project 2 includes remarking and correcting missing beads on runway pavement, correcting faded taxiway centerline markings, non-visible taxiway lead on/off lines, and correcting pink appearance and missing beads on holding position markings. This work has not yet been completed. Project 3 includes completing a Wildlife Hazard Management Plan as mandated by Part 139 inspection reports. A Wildlife Hazard Assessment was completed in FY 2015. 

2. Benefits Anticipated:

The anticipated benefits of the project include an operational runway / taxiway with markings in compliance with AC 150/5340-1, Standards for Airport Markings, and pavement markings that are visible and clear to pilots during the daytime and nighttime hours. The Wildlife Hazard Management Plan is a required document that will help the Airport mitigate wildlife hazards.

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

The Airport Sponsor will remove paint remnants and correct pavement markings as appropriately to address concerns addressed in the Part 139 Letter of Correction. The work will be completed as a force account. Project 1 was already completed and MCE is seeking reimbursement for this work. Project 2 has yet to be completed. Environmental documentation (CatEx) was completed in December 2015.

A Wildlife Hazard Management Plan, Project 3, will be completed to finalize FY 2015 Wildlife Hazard Assessment efforts. Project completion is anticipated between 1/1/16 and 9/30/16.

4. Geographic Location:

Merced Regional Airport

5. If Applicable, Provide Additional Information:

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

Steven C. Carrigan, 678 West 18th Street, Merced, CA 95340 (209) 385-6834
Janet Young, 20 Macready Drive, Merced, CA 95340 (209) 385-6873

6. BID TABULATIONS / NEGOTIATED AMOUNTS

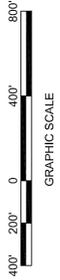
This project is a force account project and will be completed by the Airport Sponsor per force account procedures outlined in the AIP Handbook.

7. EXHIBIT A

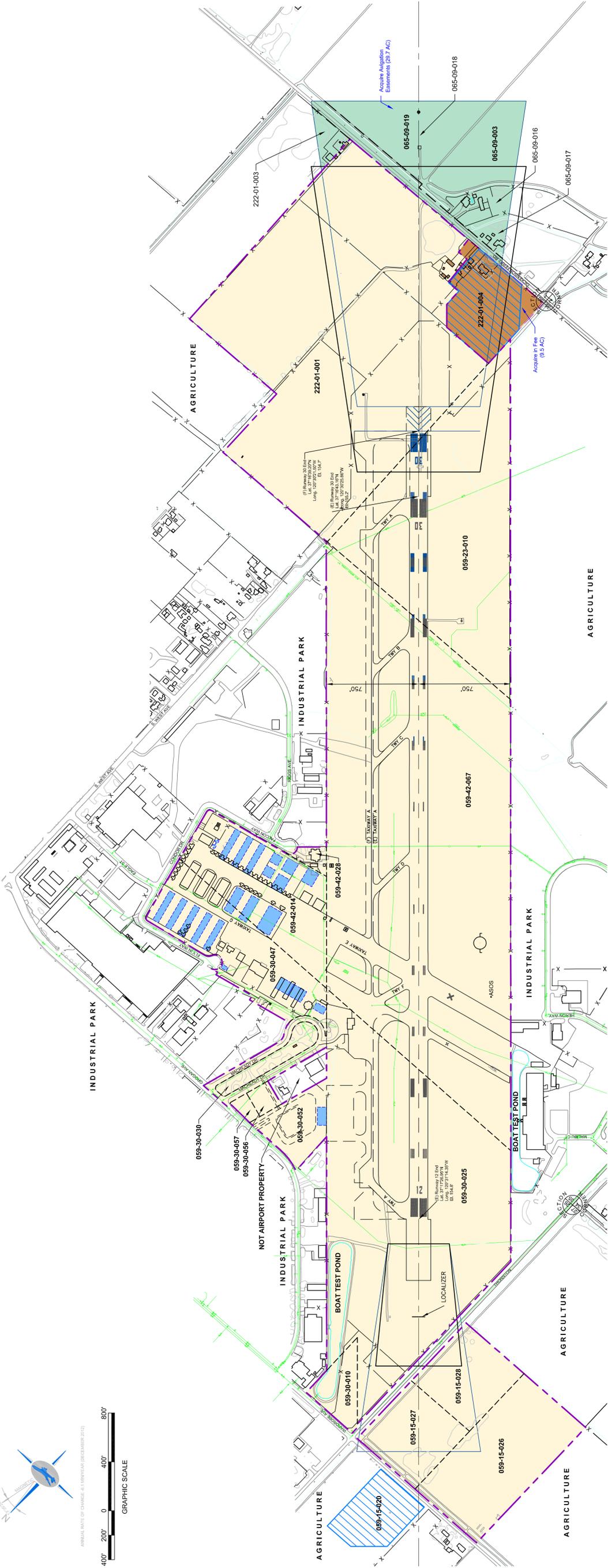
There has been no change in the Exhibit “A” since the last AIP project and/or last Exhibit “A” submittal. The August 2013 Exhibit “A” is on file at the FAA SF ADO office.



ANNUAL RATE OF CHANGE AS INDICATED (DECEMBER 2010)



GRAPHIC SCALE



NOTES:
 1. Unless otherwise noted, acreage noted in the Property Table is derived from assessors maps.
 2. The sale or transfer of aeronautical property is prohibited without prior written FAA approval. Future land acquisition involving state and federal assistance must have prior environmental clearance / agency approval.
 3. The runway protection zone (RPZ) should be clear of non-aeronautical structures or objects which would interfere with the arrival and departure of aircraft.
 4. When fee-simple ownership is not possible within the runway protection zone (RPZ), aviation easements should be obtained. Aviation easements typically vary upon the extend to which they restrict structures, control right-of-way entry, and limit electromagnetic interference.

The preparation of this plan was financed in part through a planning grant from the Federal Aviation Administration as provided under Section 506 of the Airport and Airway Improvement Act of 1982, as amended. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of this plan by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted therein nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public laws.

ASSESSOR PARCEL NO	TYPE OF INTEREST	APPROXIMATE ACREAGE	DATE OF RECORDING	COMMENTS
059-15-020	EASEMENT	6.41	3/1982	Portion of parcel
059-15-026	OWN IN FEE	17.8	10/1980	ADAP 6-06-0152-04
059-15-027	OWN IN FEE	8.5	11/1979	ADAP 6-06-0152-04
059-15-028	OWN IN FEE	9.3	11/1978	ADAP 6-06-0152-04
059-23-010	OWN IN FEE	48.9	12/1948	Part of initial land transfer
059-30-010	OWN IN FEE	4.0	11/1976	ADAP 6-06-0152-04
059-30-025	OWN IN FEE	78.9	12/1948	Part of initial land transfer
059-30-030	OWN IN FEE	3.5	12/1948	Part of initial land transfer
059-30-047	OWN IN FEE	18.37	12/1948	Part of initial land transfer
059-30-052	OWN IN FEE	5.53	12/1948	Part of initial land transfer
059-30-056	OWN IN FEE	1.02	12/1948	Part of initial land transfer
059-30-057	OWN IN FEE	0.65*	12/1948	Part of initial land transfer
059-42-014	OWN IN FEE	17.1	12/1948	Part of initial land transfer
059-42-028	OWN IN FEE	0.99*	12/1948	Part of initial land transfer
059-42-067	OWN IN FEE	123.07	12/1948	Part of initial land transfer
065-09-003	ACQUIRE EASEMENT	9.3*	-	Portion of parcel
065-09-016	ACQUIRE EASEMENT	2.5*	-	Portion of parcel
065-09-017	ACQUIRE EASEMENT	1.5*	-	Portion of parcel
065-09-018	OWN IN FEE	0.3*	12/1948	Part of initial land transfer
065-09-019	ACQUIRE EASEMENT	10.6*	-	Portion of parcel
222-01-001	OWN IN FEE	97.5	12/1948	Part of initial land transfer
222-01-003	ACQUIRE EASEMENT	1.6*	-	Portion of parcel
222-01-004	EASEMENT IN FEE	8.7*	1/1962	Portion of parcel
222-01-004	ACQUIRE IN FEE	9.5	-	Part of initial land transfer

DESCRIPTION	EXISTING	FUTURE
AIRPORT BOUNDARY	---	---
AIRPORT LAND	---	---
AVIGATION EASEMENT	---	---
BUILDINGS	X	---
FENCE	---	---
PARCEL LINES	---	---
UTILITY LINES	---	---

Prepared For: City of Merced, Development Services

RS&H
 IMPROVING YOUR WORLD
 389 PINE STREET, SUITE 610
 SAN FRANCISCO, CA 94104
 (415) 986-1702 FAX (800) 464-4388
 www.rsandh.com

Merced Regional Airport / Macready Field
 Merced, California

Exhibit "A" - Property Map

Scale: 1" = 400'

Date: August 2013

Sheet No. 6 of 7

Designed By:	No.	Revision	App.	Date
RA / DC	1	Master Plan Update AIP # 3-06-0152-10	BC	September 2007
Drafted By:	2	ALP Update AIP # 3-06-0152-20	JPJ	August 2013
Checked By:				
Approved By:				

8. TITLE CERTIFICATE OR LONG TERM LEASE AGREEMENT

To be provided upon request by the FAA ADO

9. INDEPENDENT COST ESTIMATE

Excerpt from FAA AC 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects

4.8 Sponsor Force Account Projects.

Per FAA Order 5100.38, proposals to accomplish airport engineering with the Sponsor's own personnel or by its agent must be approved by the FAA. Proposals must be submitted in writing and subjected to a review similar to that for engineering contracts. The Sponsor's proposal to use force account rather than contract-engineering services must be fully documented and should contain as a minimum:

1. Justification for doing the work by force account rather than by contract;
2. Estimate of costs, including detailed data on estimated work hours, hourly rates, non-salary expenses, and indirect costs;
3. Names and engineering qualifications of personnel that will be accomplishing specific tasks;
4. Statements concerning the capability of the Sponsor to perform the various tasks of design, supervision, inspections, testing, etc., as applicable to the project with arguments to support the decision to use force account;
5. Summary of Sponsor's experience with airport engineering pertaining to projects with similar design scopes; and
6. Statement by the Sponsor on the ability of its personnel to integrate the project into their workload, with a schedule of accomplishment of tasks, date by which the work will be completed, or dates within which it will take place.

Please refer to Airport Sponsor letter to FAA SF-ADO, dated December 31, 2015, which requests the use of force account work in writing per the FAA Order 5100.38D, Airport Improvement Program Handbook. See answers also provided below.

1. Justification for doing the work by force account rather than by contract:

General airfield pavement maintenance is commonly performed by Airport staff at most airports. The FAA has strict guidance pertaining to maintenance of airport pavements per AC 150/5380-6C, *Guidelines and Procedures for Maintenance of Airport Pavements*. Restoring and maintaining pavement markings is considered typical preventive pavement maintenance. Unless included as part of an overall reconstruction or new construction project that includes a more complex scope, which is not in the foreseeable future, it is more cost effective to the Airport and to the FAA to maintain and remark the runways and taxiways using Airport staff. If the work was performed by an outside contractor, the estimated cost would be about \$500,000. The City of Merced believes this work can be completed for about \$100,000, excluding purchase of paint stripers, if done as a force account.

To date, the Airport has been working with the City to fund the remarking work on a piecemeal basis and only as funding permits. An FAA grant to complete the work will expedite compliance with FAA standards and correct the discrepancies identified in the Part 139 Inspection Letter of Correction. Already, requests have been made to extend the correction of the discrepancies.

2. Estimate of costs, including detailed data on estimated work hours, hourly rates, non-salary expenses, and indirect costs:

The Grant 025 cost breakdown is as follows:

Grant Application No: 025							
Project Description: Runway / Taxiway Rehabilitation (Pavement Maintenance) Environmental Documentation & Construction Reimbursement (Force Account); Runway / Taxiway Rehabilitation (Pavement Maintenance) Construction (Force Account); Wildlife Hazard Management Plan							
Brief Item Description	Construction or Land Cost	Engr./Land Incidental	Environmental Cost	Administration Cost	Federal Share	Local Share	Total
					95.00%	5.00%	
Environmental (CatEx)	\$ -		\$ 5,000	\$ -	\$ 4,750	\$ 250	\$ 5,000
Construction (Personnel / Labor) (estimate)	\$ 18,200	\$ -	\$ -	\$ -	\$ 17,290	\$ 910	\$ 18,200
Construction (Equipment) (estimate)	\$ 9,409	\$ -	\$ -	\$ -	\$ 8,939	\$ 470	\$ 9,409
Construction (Supplies) (estimate)	\$ 77,797	\$ -	\$ -	\$ -	\$ 73,907	\$ 3,890	\$ 77,797
Wildlife Hazard Management Plan	\$ -	\$ -	\$ 12,000	\$ -	\$ 11,400	\$ 600	\$ 12,000
Total	\$ 105,406	\$ -	\$ 17,000	\$ -	\$ 116,286	\$ 6,120	\$ 122,406

The Airport has completed approximately 33% of the pavement remarking work to date and has compiled information pertaining to all equipment and supplies purchased and employee hours expended on the work. The Airport has also estimated the amount of work remaining. The intent is to complete the work upon the final grant offer and award acceptance. The City of Merced has adequate funds to carry payrolls, however it is seeking funding for the purchase of the necessary paint and glass beads. A summary of the employee hours expended to date is summarized in the below table.

Runway / Taxiway Rehabilitation (Pavement Maintenance) Construction (Force Account)

	Employee Hours	
	Project 1 - Reimbursement (Work Completed)	Project 2 - New (Estimate of Work Yet to be Completed)
P139 Certification Inspection - Discrepancies		
Failure to maintain runway markings		
Faded RW CL markings	56	
White and beige hues on RW designation markings	28	
White and beige hues and paint remnants on / near RW threshold markings	28	
Missing beads over the entire runway		70
Failure to maintain taxiway markings		
Faded TW CL markings		56
Non-visible TW lead on/off lines		70
Failure to maintain hold position markings		
Pink appearance on surface painted holding position sign (SPHPS) markings & missing beads		56
Signs		
Faded signs	Completed - not seeking funding assistance	
Non-standard inbound destination signs	Completed - not seeking funding assistance	
TOTAL	112	252

RW = Runway, TW = Taxiway, CL = Centerline

The reimbursable hourly rates were applied to the employee work hours to generate a labor cost for the pavement marking work as shown below. The equipment usage rates were determined based on the supplied hourly equipment rate via EP-1110-1-8 (referenced in the AIP Handbook) as shown below.

Personnel / Labor		
Project 1	\$50	employee reimbursable hourly rate
	112	employee hours spent to use machine
	\$5,600	Labor cost
Project 2	\$50	employee reimbursable hourly rate
	252	employee hours spent to use machine
	\$12,600.00	Labor cost
Equipment - Striper Machine		
Project 1	\$25.85	Hrly equipment rate determination via EP-1110-1-8
	112	employee spent to use machine
	\$2,895.20	Equipment rental rate applicable to construction
Project 2	\$25.85	Hrly equipment rate determination via EP-1110-1-8
	252	employee spent to use machine
	\$6,514.20	Equipment rental rate applicable to construction

Table 2-1. HOURLY EQUIPMENT OWNERSHIP AND OPERATING EXPENSE

CAT	REGION 7			ENGINE HORSEPOWER AND FUEL TYPE		VALUE (TEV) 2011 (\$)	TOTAL HOURLY RATES (\$/HR)		ADJUSTABLE ELEMENTS			CWT
	ID.NO.	MODEL	EQUIPMENT DESCRIPTION	MAIN	CARRIER		AVERAGE	STANDBY	DEPR	FCCM	FUEL	
				M-B COMPANIES, INC.								
	L25MB002	5-10	LINE STRIPING EQUIPMENT, STRIPER, 1 GUN, WALK-BEHIND, SINGLE COLOR	5 HP	G	\$7,092	4.71	0.32	0.54	0.05	1.47	6
	L25MB005	5-12A	LINE STRIPING EQUIPMENT, STRIPER, 2 GUNS, WALK BEHIND, SINGLE COLOR	10 HP	G	\$12,842	8.02	0.65	1.12	0.09	2.95	6
	L25MB007	220	LINE STRIPING EQUIPMENT, STRIPER, INTERMEDIATE, 3-4 GUNS, SELF PROPELLED, THREE COLORS	23 HP	G	\$59,853	25.85	3.43	5.99	0.43	6.78	30
	L25MB006	245	LINE STRIPING EQUIPMENT, STRIPER, INTERMEDIATE, 3 GUNS, SELF PROPELLED, TWO COLORS	60 HP	G	\$106,538	51.72	6.09	10.65	0.76	17.69	48
	L25MB004	VANMARK 360	LINE STRIPING EQUIPMENT, STRIPER, INTERMEDIATE, 3-4 GUNS, W/11,000 LBS GVW TRUCK, TWO COLORS	190 HP	G	\$176,275	114.86	9.96	17.42	1.25	56.03	133
	L25MB008	360	LINE STRIPING EQUIPMENT, STRIPER, INTERMEDIATE, 3-4 GUNS, THERMAL 120 GAL, TRUCK MTD, TWO COLORS	190 HP	D-off	\$191,547	87.23	10.63	18.53	1.36	27.19	80

The supply costs were determined for Project 1 based on the supplies already purchased.

Restriping Project - Purchase of Paint and Beads for Project 1

Date	Item	Cost	Tax @ 8%	Totals
6/12/2015	Airport Beads	\$10,947.00	\$875.76	\$11,822.76
6/12/2015	Hotline Traffic Paint	\$3,025.00	\$242.00	\$3,267.00
			Subtotal	\$15,089.76
8/28/2015	Spray Tip	205.74	16.46	\$222.20
8/28/2015	Spray Accessory - Pump Protector	39.56	3.16	\$42.72
			Subtotal	\$264.92
10/2/2015	Beads (1 ea)	\$10,865.00	\$869.20	\$11,734.20
10/2/2015	Paint (220 cans @ 5 gal ea)	\$3,437.50	\$275.00	\$3,712.50
			Subtotal	\$15,446.70
10/20/2015	Cln & Dip Clnr Gal	\$70.18	\$5.61	\$75.79
10/20/2015	RAC Striping	\$238.50	\$19.08	\$257.58
10/20/2015	QP Repair Kit	\$308.00	\$24.64	\$332.64
				\$666.01
			Discount	-\$10.53
			Subtotal	\$655.48
			Grand Total:	\$31,456.86

The supply costs for Project 2 were estimated based on an estimate of the supplies required to complete the pavement markings.

Restriping Project - Purchase of Paint and Beads for Project 2						
Date	Item	Cost	Tax @ 8%	Grant 026 Totals	Estimated Grant 026 Quantity	Grant 026 Totals
10/2/2015	Beads (1 ea)	\$10,865.00	\$869.20	\$11,734.20	1	\$11,734.20
10/2/2015	Paint (220 cans @ 5 gal ea)	\$3,437.50	\$275.00	\$3,712.50	3	\$11,137.50
			Subtotal	\$15,446.70		\$46,340.10

3. Names and engineering qualifications of personnel that will be accomplishing the specific tasks:

Airport Operations Technician Jon Kwiatowski is the paint striper operator responsible for accomplishing the necessary pavement markings in compliance with AC 150/5340-1, *Standards for Airport Markings*.

4. Statements concerning the capability of the Sponsor to perform the various tasks of design, supervision, inspections, testing, etc., as applicable to the project with arguments to support the decision to use force account:

The Airport has qualified personnel (airport operations technician and access to Public Works personnel as needed) to complete the pavement remarking work in compliance with AC 150/5340-1, *Standards for Airport Markings*. The work undertaken to date, which includes remarking the runway centerline, has been performed in compliance with applicable FAA requirements.

5. Summary of Sponsor’s experience with airport engineering pertaining to projects with similar design scopes:

General airfield pavement maintenance is commonly performed by Airport staff at most airports. The FAA has strict guidance pertaining to maintenance of airport pavements per AC 150/5380-6C, *Guidelines and Procedures for Maintenance of Airport Pavements*. Restoring and maintaining pavement markings is considered typical preventive pavement maintenance. Unless included as part of an overall reconstruction or new construction project that includes a more complex scope, which is not in the foreseeable future, it is more cost effective to the Airport and to the FAA to maintain and remark the runways and taxiways using Airport staff.

6. Statement by the Sponsor on the ability of its personnel to integrate the project into their workload, with a schedule of accomplishment of tasks, date by which the work will be completed, or dates within which it will take place.

The work for Project 1 has already been completed and the grant is for reimbursement of the funds expended to date. Upon being awarded the grant funds for Project 2, the Sponsor will work to complete the pavement remarking of applicable areas as soon as possible so as to

resolve the deficiencies addressed in the Part 139 Letter of Correction. The total estimated time remaining to complete the work is approximately 252 hours, or up to 6.3 weeks with one employee completing the work with an anticipated deadline of no later than September 30, 2016.

10. RECORD OF NEGOTIATION

The work to be completed for Grant 025 will be a force account and no consultants were therefore asked to provide qualifications, a scope of work, or detailed independent cost estimate.

11. PROJECT SCHEDULE

The Airport Sponsor has already completed the work for Project 1 and the grant application is to obtain reimbursement of project funds expended to date.

The Airport Sponsor will work to complete the work for Project 2. The work includes pavement remarking of applicable areas and will be completed as soon as possible so as to resolve the deficiencies addressed in the Part 139 Letter of Correction. The total estimated time remaining to complete the work is approximately 252 hours, or up to 6.3 weeks with one employee completing the work and with an anticipated deadline of no later than September 30, 2016.

The Airport Sponsor will work to complete Project 3, the Wildlife Hazard Management Plan, with an anticipated deadline of no later than September 30, 2016.

12. CONSULTATION WITH AIRPORT USERS

Excerpt from FAA Order 5100.38D, Airport Improvement Program Handbook

3-20. Consultation with Airport Users.

Per 49 USC § 47105(a)(2), a sponsor must consult with the airport users that will be affected by the project. The consultation process does not require users to provide input or agree with the proposal. Other consultation requirements are included in Table 3-14.

Table 3-14 Airport User Consultation Requirements

Requirements per FAA policy include...
a. The affected parties must be given a reasonable opportunity to provide input to proposals for airport development.
b. The consultation must take place prior to submittal of the grant application. Since consultation is part of planning project, separate pre-grant consultation is not required.
c. The consultation must include all project considerations that bear on the decision to proceed and which impact users' charges or operations.
d. At a minimum, the consultation must cover the general nature of the development proposed, its estimated cost, and its estimated start and stop dates.

The Airport is undertaking a project to remark existing pavement markings in order to address areas of deficiency as identified in the Part 139 Letter of Correction from December 2014 with updates as of October 2015. The existing pavement markings will be remarked as necessary in conformance with FAA AC 150/5340-1, Standards for Airport Markings.

13. NEPA COMPLIANCE

A request for Categorical Exclusion for airfield pavement marking was submitted to the FAA SF ADO on December 22, 2015. A Categorical Exclusion determination was made on January 6, 2016.



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

Western-Pacific Region
Airports Division

San Francisco Airports District Office
1000 Marina Boulevard, Suite 220
Brisbane, CA 94005-1835

January 6, 2016

RECEIVED

JAN 11 2016

Ms. Janet E. Young
Manager, Merced Regional Airport
20 Macready Drive
Merced, California 95341

Subject: Environmental Evaluation of Merced Regional Airport Project: Airfield Pavement Marking

Dear Ms. Young:

The Federal Aviation Administration (FAA) has reviewed the environmental information you submitted for the Merced Regional Airport Project: Airfield Pavement Marking. The FAA has determined the proposed project is Categorical Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). This also re-verifies our prior FAA NEPA Categorical Exclusion verification of March 17, 2014 for Runway Marking at Merced Regional Airport. Therefore, no further federal environmental disclosure documentation for this project is necessary for NEPA purposes.

This letter notifies you that the proposed project has complied with NEPA only. This is not a notice of final project approval of funding availability.

For future reference please note that a verification from our office that a specific project is Categorical Excluded from detailed documentation under the NEPA is good for three years unless environmental site conditions change during that period.

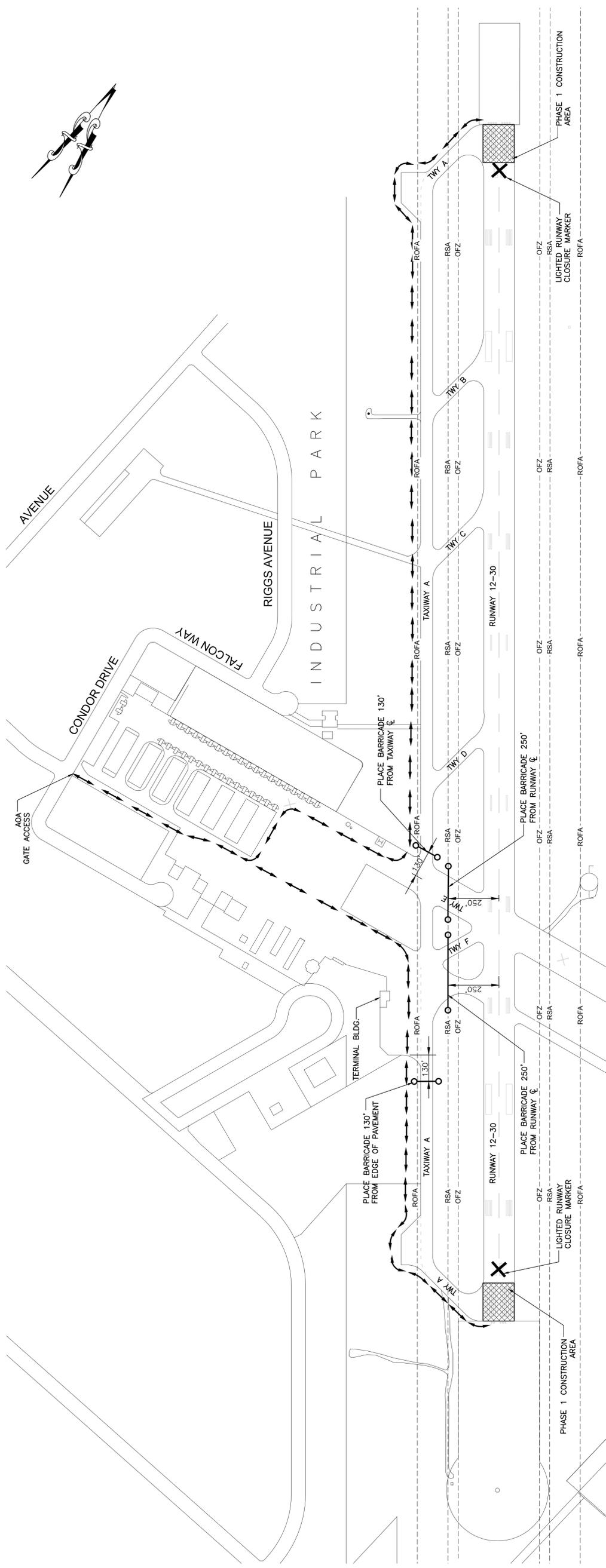
If you have any questions regarding this matter I am available at 650-827-7612, or email me at Douglas.Pomeroy@faa.gov.

Sincerely,

Douglas R. Pomeroy
Environmental Protection Specialist

14. CONSTRUCTION SAFETY / PHASING PLAN

For Projects 1 & 2 – Runway / Taxiway Rehabilitation (Pavement Maintenance)



PHASE 1 RUNWAY CLOSURE SITE PLAN

SCALE: 1"=250'-0"

PHASING NOTES:

1. WORK HOURS 06:30AM DAYTIME - 08:30AM DAYTIME
10:00AM DAYTIME - 11:00AM DAYTIME
12:30PM DAYTIME - 03:15PM DAYTIME
2. PHASE 1 ACCOMPLISHED DURING A MAXIMUM OF 2 WORK DAYS CLOSURE
3. REQUIRES 3 WEEKS NOTIFICATION TO AIRSIDE OPERATIONS.

LEGEND

- CONTRACTOR HAUL ROUTE
- BARRICADES
- LIGHTED RUNWAY CLOSURE MARKERS
- PHASE 1 CONSTRUCTION AREA

ABBREVIATIONS

- AOA AIR OPERATIONS AREA
- OFZ OBSTACLE FREE ZONE
- ROFA RUNWAY OBJECT FREE AREA
- RSA RUNWAY SAFETY AREA
- TWY TAXIWAY

NO.	DATE	BY	REVISION	MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
CALL: TOLL FREE 1 (800) 642-2444

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE CORRECTED TO REFLECT DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

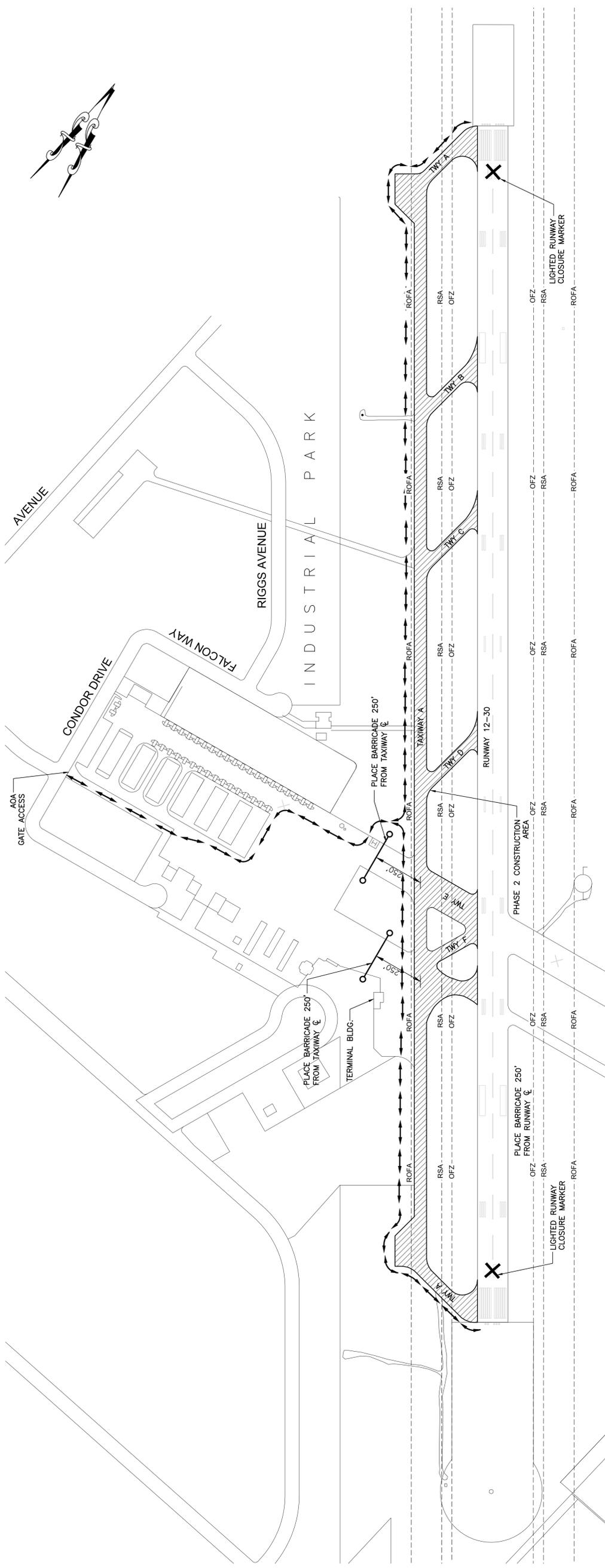
City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street
(209) 385-6846

PHASE 1 RUNWAY CLOSURE PLAN

MERCED REGIONAL AIRPORT (MCA)

DR. BY: SER	4/13/16
DATE:	4/13/16
CH. BY: ##	4/13/16
DATE:	4/13/16
SCALE:	AS SHOWN

File No. ###
Sheet
1
of 3



PHASE 2 TAXIWAY CLOSURE SITE PLAN

SCALE: 1"=250'-0"

PHASING NOTES:

1. WORK HOURS 06:30AM DAYTIME - 08:30AM DAYTIME
10:00AM DAYTIME - 11:00AM DAYTIME
12:30PM DAYTIME - 03:15PM DAYTIME
2. PHASE 2 ACCOMPLISHED DURING A MAXIMUM OF 3 WORK DAYS CLOSURE
3. REQUIRES 3 WEEKS NOTIFICATION TO AIRSIDE OPERATIONS.

LEGEND

- CONTRACTOR HAUL ROUTE
- BARRICADES
- ✕ LIGHTED RUNWAY CLOSURE MARKERS
- ▨ PHASE 1 CONSTRUCTION AREA

ABBREVIATIONS

- AOA AIR OPERATIONS AREA
- OFZ OBSTACLE FREE ZONE
- ROFA RUNWAY OBJECT FREE AREA
- RSA RUNWAY SAFETY AREA
- TWY TAXIWAY

NO.	DATE	BY	REVISION	MADE

Underground Service Alert

TWO DAYS BEFORE YOU DIG

CALL: TOLL FREE 1 (800) 642-2444

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.



City of Merced
"Gateway to Yosemite"

DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

PHASE 2 TAXIWAY CLOSURE PLAN

MERCED REGIONAL AIRPORT (MCA)

DR. BY: SER	FILE NO. ###
DATE: 4/13/16	SHEET
CH. BY: ##	2
DATE: 4/13/16	of 3
SCALE: AS SHOWN	

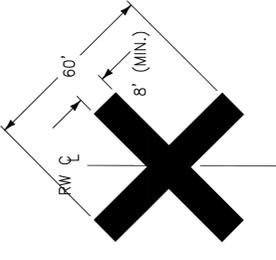
GENERAL NOTES

- 1. THE AUTHORITY RESERVES THE RIGHT TO DELAY THE START OF WORK SHOULD IT BE DETERMINED TO HAVE SIGNIFICANT OPERATIONAL IMPACTS.
2. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) AND FAA ADVISORY CIRCULARS.
3. THE CITY AIRPORT PERSONNEL SHALL PROVIDE LIGHT TOWERS FOR ALL NIGHTTIME WORK SCHEDULED AT NOT GREATER THAN 100 FEET. LIGHT TOWERS SHALL BE AIMED AS TO NOT INTERFERE WITH THE VISIBILITY OF EITHER PILOTS OR TOWER PERSONNEL.
4. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO FAA ADVISORY CIRCULARS 150/5370-2F/10G (OR LATEST EDITION) AND THE PROJECT CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) SPECIFIED BY ADVISORY CIRCULAR. A SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) SHALL BE PROVIDED BY THE CITY. CITY PERSONNEL SHALL COMPLY WITH SECURITY REQUIREMENTS PRIOR TO THE START OF WORK.
5. THE CITY AIRPORT PERSONNEL IS DIRECTED TO COMPLY WITH, AND ACQUAINT ALL EMPLOYEES WITH, THE FOLLOWING FAA ADVISORY CIRCULARS (LATEST EDITIONS) AND RELATED REGULATIONS:
a. 150/6200-18 "AIRPORT SAFETY SELF-INSPECTION"
b. 150/6210-5 "PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT."
c. 150/6210-24 "AIRPORT FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT"
d. 150/5370-2F "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

- 6. THE CITY AIRPORT PERSONNEL SHALL CONDUCT A SAFETY MEETING PRIOR TO THE START OF EACH SHIFT, DISCUSSING, AT A MINIMUM ALL TOPICS SPECIFIED BY THE ADR AND CONFORMING TO FAA ADVISORY CIRCULARS AND CALIFORNIA BUILDING/OSHA CODES AND REGULATIONS.
7. THROUGHOUT THE CONSTRUCTION PROCESS THE FOLLOWING SAFETY AND OPERATIONAL PROCEDURES SHALL BE OBSERVED:
a. OPERATIONAL SAFETY WILL BE A STANDING AGENDA ITEM DURING WEEKLY SAFETY AND PROGRESS MEETINGS.
b. THE CONTRACTOR SHALL PERFORM DAILY WORKSITE INSPECTIONS, AND EQUIPMENT ADJACENT TO TAXIWAY, AND
c. COMPLIANCE WITH OSHA REQUIREMENTS FOR SAFETY AND PERSONAL PROTECTIVE EQUIPMENT APPROPRIATE FOR THE TASK, AS DEFINED BY OSHA.
8. ALL CITY VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION LIMITS OR HAUL ROUTES. ABSOLUTELY NO CONTRACTOR VEHICLES WILL BE ALLOWED ON OTHER ACTIVE AIRFIELD OPERATIONS AREAS. CONTRACTOR HAUL ROUTES ACROSS ACTIVE AIRFIELD PAVEMENTS SHALL REQUIRE AUTHORITY ESCORT.
9. AIRCRAFT AND EMERGENCY VEHICLES SHALL HAVE THE RIGHT-OF-WAY AT ALL TIMES. DURING OF EMERGENCY AIR OPERATIONS (FIRE FIGHTING, RESCUE, MEDICAL TRANSPORT, ETC.) THE CONTRACTOR MAY BE INSTRUCTED TO CEASE WORK OR VACATE SPECIFIC AREAS OF THE AIRPORT OPERATIONS SHALL BE GROUNDS FOR TIME EXTENSIONS, AS APPROVED BY THE ADR.
10. ANY WORK INSIDE THE SECURITY IDENTIFICATION DISPLAY AREA (SIDA) WILL REQUIRE SIDA BADGING. CONTRACTORS SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH ADR PRIOR TO THE START OF WORK.
11. ALL CITY VEHICLES OR EQUIPMENT THAT ARE AUTHORIZED TO OPERATE ON THE AIRPORT IN THE AIRCRAFT OPERATIONS AREA (AOA) SHALL DISPLAY IN FULL VIEW A FLASHING AMBER (YELLOW) DOME OVER THE VEHICLE A 3' X 3' OR LARGER, ORANGE TYPE LIGHT OR AN AMBER (YELLOW) CHECKERBOARD FLAG, EACH CHECKERBOARD COLOR BEING 1 FOOT SQUARE. (SEE CONSTRUCTION SAFETY FLAG DETAIL THIS SHEET). ANY VEHICLE OR EQUIPMENT OPERATING IN THE AOA DURING THE HOURS OF DARKNESS SHALL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME LIGHT, MOUNTED ON TOP OF THE VEHICLE OF SUCH INTENSITY TO CONFORM TO LOCAL CODES AND AC 150/5370-2F.

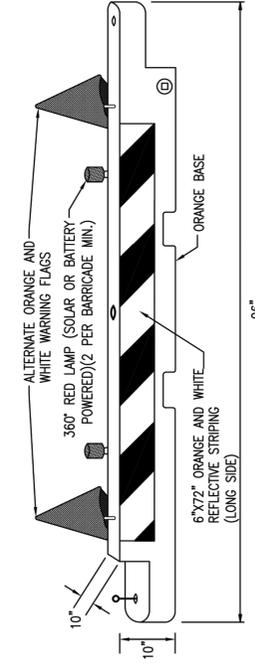
SAFETY NOTES

- 1. CONTRACTOR SHALL MARK RUNWAY SAFETY AREAS (RSA) AND TAXIWAY SAFETY AREAS (TSA) AND SHALL REMAIN CLEAR OF THESE AREAS DURING CONSTRUCTION.
2. CONTRACTOR SHALL NOT PARK EQUIPMENT OR STOCKPILE MATERIALS INSIDE OF OFA PRIOR TO BEGINNING WORK IN ANY PHASE. THE AIRPORT WILL ISSUE THE APPROPRIATE NOTAMS THAT MEN AND EQUIPMENT WILL BE IN SPECIFIC STAGING AREAS OUTSIDE THE RSA FOR THE DURATION OF THE PROJECT.
3. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 96 HOURS BEFORE ANY NOTAMS ARE REQUIRED. ENGINEER WILL THEN COORDINATE WITH AIRPORT MANAGEMENT TO ENSURE NOTAMS ARE PUBLISHED APPROPRIATELY. ALL OPENINGS AND CLOSURES OF PORTIONS OF THE AIRPORT OPERATION AREA (AOA) OR RESTRICTIONS ON AIRPORT OPERATIONS SHALL BE INITIATED AND CANCELED BY THE OWNER.
4. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL A PLAN SHOWING PROPOSED PARKING AND STORAGE LOCATIONS. THIS PLAN WILL HAVE TO BE APPROVED BY THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL PARK ALL EQUIPMENT IN THE STORAGE AREA WHEN NOT IN USE.
5. FLAGMEN OR ESCORTS WILL BE REQUIRED TO DIRECT THE CONTRACTOR'S TRUCKS AND EQUIPMENT WHICH ARE OPERATING IN THE AREA OF A MOVING AIRCRAFT.
6. CONSTRUCTION PERSONNEL AND EQUIPMENT WILL NOT BE ALLOWED WITHIN THE AOA UNTIL NOTAMS HAVE BEEN ISSUED.
7. REFERENCE FAA AC 150/5370-2F "OPERATIONAL SAFETY ON THE AIRPORTS DURING CONSTRUCTION", OR LATEST VERSION FOR ADDITIONAL SAFETY INFORMATION AND REQUIREMENTS.
8. CONSTRUCTION ACTIVITY WITHIN A RSA WILL REQUIRE CLOSING PART OR ALL OF THE AFFECTED TAXIWAY IS OPEN TO AIRCRAFT TRAFFIC.
9. ADEQUATE WING TIP/EMPERNAGE CLEARANCE EXIST BETWEEN THE AIRCRAFT AND EQUIPMENT/MATERIALS. EXCAVATIONS, TRENCHES, OR OTHER CONDITIONS ARE CONSPICUOUSLY MARKED AND LIGHTED. NOTICES TO AIRMEN ARE IN EFFECT CONCERNING THE ACTIVITY, USUALLY "PERSONNEL AND EQUIPMENT ADJACENT TO TAXIWAY", AND
10. A FIVE (5) FOOT CLEARANCE IS MAINTAINED BETWEEN EQUIPMENT AND MATERIAL AND ANY PART OF AN AIRCRAFT. IN THESE SITUATIONS, FLAGGERS MUST BE USED TO DIRECT CONSTRUCTION EQUIPMENT, AND WING WALKERS WILL BE NECESSARY TO GUIDE AIRCRAFT. WING WALKERS SHOULD BE POSITIVELY IDENTIFIED BY THE CONTRACTOR. CONSTRUCTION EQUIPMENT AND MATERIAL CAN NOT BE MAINTAINED THEN IT WILL BE NECESSARY TO MOVE PERSONNEL AND EQUIPMENT FOR THE PASSAGE OF THAT GRAFT.
11. CONSTRUCTION EQUIPMENT AND VEHICLES SHALL NOT EXCEED 15 MPH WITHIN THE AIRPORT PROPERTY.
12. THE CONTRACTOR SHALL SUPPLY PORTABLE HAND HELD RADIOS (AVIATION BAND), SET TO A PREDETERMINED FREQUENCY ESTABLISHED BY THE AIRPORT MANAGER, TO EACH FLAGMAN, SUPERVISOR, INDIVIDUAL AND ENGINEER SO THAT THEY MAY KEEP IN CONSTANT CONTACT AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL HAND-HELD RADIO SETS IN WORKING ORDER AT ALL TIMES FOR THE DURATION OF THE PROJECT. SHOULD THE CONTRACTOR FAIL TO PROVIDE WORKING HAND-HELD RADIO AT ANY POINT DURING CONSTRUCTION, THE ENGINEER MAY CHOOSE TO CEASE ALL CONSTRUCTION ACTIVITY UNTIL WORKING RADIOS ARE PROVIDED. THESE DELAYS SHALL NOT AFFECT THE OVERALL CONTRACT TIME.
13. NO TRENCHES OR DIRECTLY ADJACENT TO OPERATIONAL PAVEMENT SHALL REMAIN OPEN UNLESS THE CONTRACTOR HAS WORKING RADIOS TO MAINTAIN IN THE AREA. VEHICLES NOT BACKFILLED SHALL BE COVERED WITH STEEL PLATING TO ALLOW SAFE PASSAGE BY AIRCRAFT ACROSS THE TRENCH, IF APPROVED BY THE AIRPORT MANAGER AND ENGINEER.
14. WORK CANNOT COMMENCE IN EACH PHASE UNTIL
a. A NOTAM HAS BEEN ISSUED SPECIFIC TO THE PHASE OF CONSTRUCTION.
b. SUFFICIENT BARRICADES ARE IN PLACE TO CONFINE THE WORK AREA AND CREATE A BARRIER BETWEEN AIRCRAFT AND VEHICLE MOVEMENT AREAS AND THE CONSTRUCTION AREA,
c. ALL SAFETY EQUIPMENT FOR PERSONNEL AND CONSTRUCTION EQUIPMENT IS IN PLACE AND OPERATIONAL, AND
d. A NOTICE TO PROCEED HAS BEEN ISSUED TO THE CONTRACTOR.
15. THROUGHOUT THE PROJECT, THERE MAY BE BRIEF PERIODS IN WHICH THE CONTRACTOR WILL NOT BE ALLOWED TO WORK WITHIN THE RUNWAY SAFETY AREA (RSA) OR CERTAIN TAXIWAY SAFETY AREAS (TSA) DURING THE PHASES OF CONSTRUCTION. THESE PERIODS WILL BE FULLY OPERATIONAL DURING THESE PERIODS. SO THAT THE RUNWAY OR TAXIWAY WILL BE FULLY OPERATIONAL DURING THESE PERIODS.



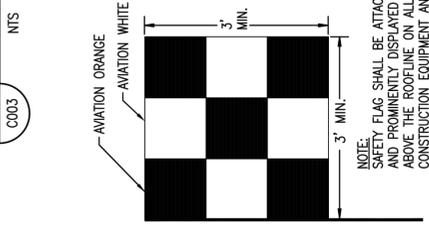
UNLIT RUNWAY CLOSURE MARKER

- SCALE: N.T.S.
UNLIT RUNWAY CLOSURE MARKER NOTES:
1. CONTRACTOR SHALL PROVIDE ONE UNLIT RUNWAY CLOSED MARKER FOR DAYTIME IDENTIFICATION AT EACH THRESHOLD. THE UNLIT MARKER SHALL BE PLACED OVER THE RUNWAY DESIGNATION MARKINGS.
2. UNLIT RUNWAY CLOSURE MARKER SHALL BE YELLOW AND PROPERLY WEIGHTED TO THE PAVEMENT TO PREVENT DISLOCATION FROM WIND.
3. UNLIT RUNWAY CLOSURE MARKER IS CLOSED FOR CONSTRUCTION. MARKING WHENEVER RUNWAY IS CLOSED FOR CONSTRUCTION.
4. PAYMENT FOR UNLIT RUNWAY CLOSURE MARKER PLACEMENT SHALL BE INCLUSIVE OF THE P-10S-5.1 TEMPORARY CONSTRUCTION ITEMS PAY ITEM.



- NOTES:
1. BARRICADES WILL BE PROVIDED BY THE AIRPORT AND SHALL BE RETURNED BY THE CONTRACTOR, IN SIMILAR CONDITION AS RECEIVED, AT THE END OF THE PROJECT. ANY DAMAGED BARRICADES SHALL BE IMMEDIATELY REPLACED AT THE CONTRACTOR'S EXPENSE.
2. LOW LEVEL LIGHTED BARRICADES SHALL BE PLACED AROUND ALL OPEN EXCAVATIONS, HOLES, TRENCHES, PAVEMENT DROPOFFS, AND AREAS IDENTIFIED ON THE PHASING PLANS, OR AS DIRECTED BY THE ADR.
3. INTERLOCK BARRICADES OR 1' O.C. ALONG RUNWAYS AND TAXIWAY EDGE DURING CLOSURE.
4. BARRICADES SHALL BE FILLED WITH WATER AND WEIGHTED TO PREVENT MOVEMENT FROM JET OR PROP BLAST.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE BARRICADES THROUGHOUT THE PROJECT. THIS INCLUDES REPLACING BATTERIES, FLAGS, ETC. AS NEEDED.
6. CONTRACTOR SHALL MAINTAIN AN INSPECTION LOG FOR BARRICADE CHECKS. BARRICADE CHECKS SHALL BE COMPLETED A MINIMUM OF ONCE PER CONSTRUCTION SHIFT AND AFTER ANY CHANGE TO THE BARRICADE POSITIONING. NON-COMFORMING BARRICADES SHALL BE IMMEDIATELY REPLACED.

LOW PROFILE SAFETY BARRICADE



- NOTE:
1. FLAG SHALL BE ATTACHED AND PROPERLY DISPLAYED ABOVE THE FOOTLINE ON ALL CONSTRUCTION EQUIPMENT AND CONSTRUCTION VEHICLES.

CONSTRUCTION SAFETY FLAG

- NOTE:
THE AIRPORT HAS FOUR LIGHTED 'X'S. EACH SHALL BE RETURNED BY THE CONTRACTOR IN SIMILAR CONDITION AS RECEIVED AT THE END OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE TO SET UP LIGHTED 'X'S AT THE BEGINNING OF EACH SHIFT AND REMOVE THEM AT THE END OF EACH SHIFT.
CONTRACTOR TO PROVIDE:
- BACKUP GENERATORS
- MAINTENANCE
- FUEL

Table with columns: NO., DATE, BY, REVISION, MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 642-2444

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

GENERAL NOTES & DETAILS

MERCED REGIONAL AIRPORT (MCA)

DR. BY: SER
DATE: 4/13/16
CH. BY: ##
DATE: 4/13/16
SCALE: AS SHOWN
File No. ###
Sheet
3 of 3

15. STANDARD DOT TITLE VI ASSURANCES

STANDARD DOT TITLE VI ASSURANCES

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

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

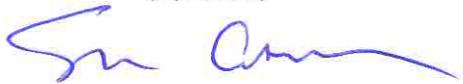
8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

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 4/15/16

City of Merced
Merced Regional Airport

(Sponsor)

By 

(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 or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

5. **Sanctions 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 interests of the United States.

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

ATTACHMENT 2

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

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

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

**16. CERTIFICATION REGARDING LOBBYING /
DISCLOSURE OF LOBBYING ACTIVITIES**

CERTIFICATION REGARDING LOBBYING

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 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 Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, United States 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.

Organization: Merced Regional Airport / City of Merced

Street address: 678 West 18th Street

City, State, Zip: Merced, CA 95340

Steven S. Carrigan

CERTIFIED BY: (type or print)

City Manager

TITLE:


(signature)

4/29/16
(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract <u>b</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application <u>a</u> b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing <u>a</u> b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <u>X</u> Prime _____ Subawardee Tier _____, if Known:</p> <p>City of Merced 678 West 18th Street Merced, CA 95340</p> <p>Congressional District, if known: CA-016</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency: Federal Aviation Administration</p>	<p>7. Federal Program Name/Description: Airport Improvement Program</p> <p>CFDA Number, if applicable: <u>20.106</u></p>	
<p>8. Federal Action Number, if known: 3-06-0152-025-2016</p>	<p>9. Award Amount, if known: \$ 44,952</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: <u>Steve Carrigan</u></p> <p>Title: <u>City Manager</u></p> <p>Telephone No.: <u>(209) 385-6834</u> Date: <u>4/29/16</u></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

17. SYSTEM FOR AWARD MANAGEMENT

Printout of current SAM registration.

SAM Search Results		
List of records matching your search for :		
Functional Area: Entity Management		
Record Status: Active		
DUNS Number: 169211554		
ENTITY	MERCED, CITY OF	Status:Active
DUNS: 169211554	+4:	CAGE Code: 49P57 DoDAAC:
Expiration Date: Nov 11, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 678 W 18TH ST		
City: MERCED		State/Province: CALIFORNIA
ZIP Code: 95340-4700		Country: UNITED STATES

18. SPONSOR CERTIFICATIONS

Drug-Free Workplace

Construction Project Final Acceptance (NA at this time)

Equipment / Construction Contracts

Project Plan and Specifications

Real Property Acquisition (NA)

Selection of Consultants

The work to be completed for Grant 025 will be a force account and no consultants were therefore asked to provide qualifications, a scope of work, or detailed independent cost estimate.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Merced
Airport: Merced Regional Airport
Project Number: 3-06-0152-026-2016

Description of Work: Rehabilitate runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Effort includes remarking and correcting runway areas with missing beads, faded taxiway centerline markings, non-visible taxiway lead on/off lines, and pink appearance and missing beads for hold position markings. Effort also includes completing a Wildlife Hazard Management Plan.

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 certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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 prior to commencement of project (2 CFR § 182.210).

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 (2 CFR § 182.205(c)), the employee will:

a. Abide by the terms of the statement; and

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

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 (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) 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; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs 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, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Merced Regional Airport

Address: 20 Macready Drive, Merced, CA 95341

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 15th day of April, 2016.

Name of Sponsor: City of Merced

Name of Sponsor's Authorized Official: Steven S. Carrigan

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

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.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Merced

Airport: Merced Regional Airport

Project Number: 3-06-0152-026-2016

Description of Work: Rehabilitate runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Effort includes remarking and correcting runway areas with missing beads, faded taxiway centerline markings, non-visible taxiway lead on/off lines, and pink appearance and missing beads for hold position markings. Effort also includes completing a Wildlife Hazard Management Plan.

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 and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
- Yes No N/A
4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. 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 (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

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

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 15th day of April, 2016.

Name of Sponsor: City of Merced

Name of Sponsor's Authorized Official: Steven S. Carrigan

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Merced

Airport: Merced Regional Airport

Project Number: 3-06-0152-026-2016

Description of Work: Rehabilitate runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Effort includes remarking and correcting runway areas with missing beads, faded taxiway centerline markings, non-visible taxiway lead on/off lines, and pink appearance and missing beads for hold position markings. Effort also includes completing a Wildlife Hazard Management Plan.

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 the procurement conforms to these federal standards.

This certification applies to all equipment and construction 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 regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

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 (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) 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; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

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

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

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 (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

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 (E.O. 13513).

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. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

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% (2 CFR § 200.325);
- 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. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- 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

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 15th day of April, 2016.

Name of Sponsor: City of Merced

Name of Sponsor's Authorized Official: Steven S. Carrigan

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Merced

Airport: Merced Regional Airport

Project Number: 3-06-0152-026-2016

Description of Work: Rehabilitate runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Effort includes remarking and correcting runway areas with missing beads, faded taxiway centerline markings, non-visible taxiway lead on/off lines, and pink appearance and missing beads for hold position markings. Effort also includes completing a Wildlife Hazard Management Plan.

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 procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A
 - b. Snow Removal Equipment as contained in AC 150/5220-20.
 Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. 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 (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

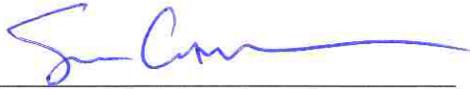
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 15th day of April, 2016.

Name of Sponsor: City of Merced

Name of Sponsor's Authorized Official: Steven S. Carrigan

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

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.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Merced
Airport: Merced Regional Airport
Project Number: 3-06-0152-026-2016

Description of Work: Rehabilitate runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Effort includes remarking and correcting runway areas with missing beads, faded taxiway centerline markings, non-visible taxiway lead on/off lines, and pink appearance and missing beads for hold position markings. Effort also includes completing a Wildlife Hazard Management Plan.

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 part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not 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; and
 - 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 or 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 or to clear other airport 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; and
 - c. The right to restrict the establishment of future obstructions.
- Yes No N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to 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; and
- 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; and
- 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

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 15th day of April, 2016.

Name of Sponsor: City of Merced

Name of Sponsor's Authorized Official: Steven S. Carrigan

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Designated Official Representative:  _____

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.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Merced

Airport: Merced Regional Airport

Project Number: 3-06-0152-026-2016

Description of Work: Rehabilitate runway / taxiway pavement to meet marking standards per AC 150/5340-1, Standards for Airport Markings and as mandated by Part 139 inspection reports (see attached Letter of Correction and related correspondence). Effort includes remarking and correcting runway areas with missing beads, faded taxiway centerline markings, non-visible taxiway lead on/off lines, and pink appearance and missing beads for hold position markings. Effort also includes completing a Wildlife Hazard Management Plan.

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. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

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 15th day of April, 2016.

Name of Sponsor: City of Merced

Name of Sponsor's Authorized Official: Steven S. Carrigan

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

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.

19. RESOLUTION

Governing Body – City of Merced

20. AIP ELIGIBILITY DOCUMENTATION

**AIP Eligibility Notes for Runway / Taxiway Rehabilitation
(Pavement Maintenance) (Force Account)**

Per Table 3-2 of the AIP Handbook, pavement maintenance of runways, taxiways, and aprons for nonhub primary airports and nonprimary airports is eligible under 49 USC § 47102(3)(H).

See also Table G-3 and Appendix J of the AIP Handbook. Excerpts provided below.

3-7. Eligibility of Maintenance, Rehabilitation, Reconstruction, and Replacement Projects.

These concepts cause much confusion. The goal for all of the actions above is to obtain a functioning unit as the final outcome. What differentiates these concepts is the level of effort and the resulting change in useful life. As the work effort for a category increases, the question of whether the work belongs in the category surfaces (for example, determining when timely maintenance is actually rehabilitation.) As a result, the conclusion of which category the project

3-2

9/30/2014

Order 5100.38D

falls into rests with the specific circumstances. Table 3-2 explains the differences between these concepts and Table 3-3 provides eligibility examples.

Table 3-2 Differences between Maintenance, Rehabilitation, Reconstruction, and Replacement Projects

Item	Explanation	Eligibility
<p>a. Maintenance (including minor repair)</p>	<p>Maintenance includes any regular or recurring work necessary to preserve existing airport facilities in good condition, any work involved in the care or cleaning of existing airport facilities, and any incidental or minor repair work on existing airport facilities.</p> <p>Minor repair is a stop gap measure taken by a sponsor to keep a facility operational until the sponsor can complete a rehabilitation, reconstruction, or replacement project. Replacing individual parts and mending portions of a facility are considered minor repair.</p>	<p>Maintenance work is not airport development as defined in the Act. Therefore, it is not eligible for AIP funding except for one specific situation.</p> <p>49 USC § 47102(3)(H) provides the exception for routine runway, taxiway, or apron pavement maintenance at nonhub primary airports and nonprimary airports. For these airports, this work is eligible.</p> <p>The eligibility of maintenance under 49 USC § 47102(3)(H) is limited to pavement maintenance of runways, taxiways and aprons for nonhub primary airports and nonprimary airports.</p> <p>Typical pavement maintenance includes routine cleaning, filling, and or sealing of longitudinal and transverse cracks; grading pavement edges; maintaining pavement drainage systems; patching pavement; and remarking pavement areas.</p>

Table G-3 Runway Project Requirements

What Can Be Done If Justified	Factors to Consider For Justification and Eligibility	Required Usable Unit of Work and Required Outcome	Work Code*
<p>b. Apply Friction Course or Groove Runway</p>	<p>(1) Surface treatment for primary and secondary runways at commercial service airports is high priority, and documentation for the project files must include an explanation when it is not accomplished.</p> <p>(2) Surface treatment is eligible as a stand-alone project at a commercial service airport.</p> <p>(3) Surface treatment may include treatments such as grooving.</p> <p>(4) Surface treatment for a non-commercial service airport is justified if the runway serves turbojet aircraft and the runway length is 5,000 feet or more.</p>	<p>An operational runway with surface treatment.</p>	<p>SP RW FR (for commercial service airports)</p> <p>Contact APP-520 for the code for non-commercial service airports.</p>
<p>c. Rehabilitate Runway (Pavement Maintenance)</p>	<p>(1) Maintenance is generally ineligible. However, per 49 USC § 47102(3)(H), the exception is routine runway, taxiway, or apron pavement maintenance at nonhub primary airports and nonprimary airports. Maintenance of a turf or aggregate runway is ineligible at any size airport. Paragraph 3-6 contains additional guidance and examples.</p> <p>(2) It is FAA policy that the sponsor must be unable to fund maintenance with its own resources.</p>	<p>An operational runway.</p>	<p>RE RW IM</p>

Appendix J. Airfield Marking, Signage, and Lighting Projects

J-1. How to Use This Appendix.

This appendix is not a valid stand-alone document for making eligibility and justification determinations. The information in this appendix must be used in conjunction with the Handbook, especially the project cost requirements in Chapter 3.

J-2. New and Faded Marking as a Stand-Alone Project.

New marking that is necessary for a runway, taxiway, or apron pavement project is not considered a stand-alone project, but an allowable cost under the associated pavement project.

New marking that is necessary due to a change in magnetic variation is not considered a stand-alone project and is only eligible if it meets the requirements in Paragraph 3-6, and if eligible, must be coded as runway rehabilitation (pavement maintenance).

Remarking faded airfield pavement marking is only eligible if it meets the requirements in Paragraph 3-6, and if eligible, must be coded as runway, taxiway, or apron rehabilitation (pavement maintenance).

The replacement of faded markings is not eligible except as pavement maintenance because 14 CFR part 139.311 includes replacing faded or inaccurate markings as a maintenance activity at an airport.

J-3. Replacement of Sign Panels as a Stand-Alone Project.

Replacement of sign panels is not considered a stand-alone project, but an allowable cost under the associated pavement project.

Replacement of sign panels that is necessary due to a change in magnetic variation or because the panels have faded is not considered a stand-alone project and is only eligible if it meets the requirements in Paragraph 3-6, and if eligible, must be coded as runway, taxiway, or apron rehabilitation (pavement maintenance).

The replacement of faded panels is not eligible except as pavement maintenance because 14 CFR part 139.311 includes replacing faded or inaccurate signs as a maintenance activity at an airport.

21. PAVEMENT MARKING PLAN

**See most recent conditionally approved ALP on file at SF ADO
(2013)**



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

ATTACHMENT 3

Airports Division
Western-Pacific Region
California

FAA SFO ADO
1000 Marina Boulevard
Suite 220
Brisbane, CA 94005-1835

FEDEX

July 27, 2016

Mr. Steven Carrigan
City Manager
City of Merced
678 West 18th Street
Merced, California 95340

Dear Mr. Carrigan:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0152-025-2016 at Merced Regional/Macready Field Airport in Merced, California. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 17, 2016**, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement, we ask that you return the Grant Offer marked "Original" to us by (overnight or regular mail) and (E-Mail (PDF) or facsimile), and maintain the copy marked "Sponsor" for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance;
- Applicable Final Report;
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

Reginald Dones (650) 827-7625, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Also, enclosed with this Grant Offer is a/are Sponsor Certification form(s), which must be signed and returned to the FAA SFO ADO along with the executed Grant Agreement.

Sincerely,



James W. Lomen
Manager, Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>July 27, 2016</u>
Airport/Planning Area	<u>Merced Regional/Macready Field</u>
AIP Grant Number	<u>3-06-0152-025-2016</u>
DUNS Number	<u>169211554</u>
TO:	<u>City of Merced</u>
	(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 29, 2016, for a grant of Federal funds for a project at or associated with the Merced Regional/Macready Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Merced Regional/Macready Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 12/30 (approximately 6,000 LF), Rehabilitate Taxiway 'A' (approximately 6,000 LF), Wildlife Hazard Assessments

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$116,286.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning
 \$116,286 for airport development or noise program implementation
 \$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 17, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality

standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

22. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 23. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated 08/14/2013, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

James W. Lomen

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Merced

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. 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.
- b. 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.
- c. 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 Exclusive Rights and 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 Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 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 Procedures 14 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.

- a.) 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.
- b.) 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.
- c.) 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.
- d.) 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.
- e.) 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.
- f.) 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.
- g.) 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.
 - a.) 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.

- b.) 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. by gross weights of such aircraft) is in excess of five million pounds 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).

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.
- a.) 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 December 31, 2015 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.



**FAA
Airports**

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

Updated: 12/31/2015

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

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	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
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
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

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
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
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
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
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	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
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)).

The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

To: Regional Airport Authority
From: Janet E. Young, Airport Manager
Date: August 11, 2016
Re: **Lease of Merced Regional Airport Hangar 16**

Background

The Airport Manager was contacted a few weeks ago by representatives of CALSTAR Air Medical Services LLC, regarding lease of space at the Merced Regional Airport. The company provides air ambulance service and is a for profit company registered in Delaware with several bases of operation in California.

The company seeks to lease MCE Hangar 16 for a two year period commencing in September 2016 at a monthly rental of \$750.00. All applicable standard contract provisions and liability limits of the City of Merced are included in the lease. In addition, the company is leasing crew quarters from the FBO and it is expected that the company will lease a tie-down area for the air ambulance helicopter from the Merced Regional Airport. In addition, airport and City staff are working with company officials to identify options for a site on the airport for location of a transportable building to serve as future crew quarters.

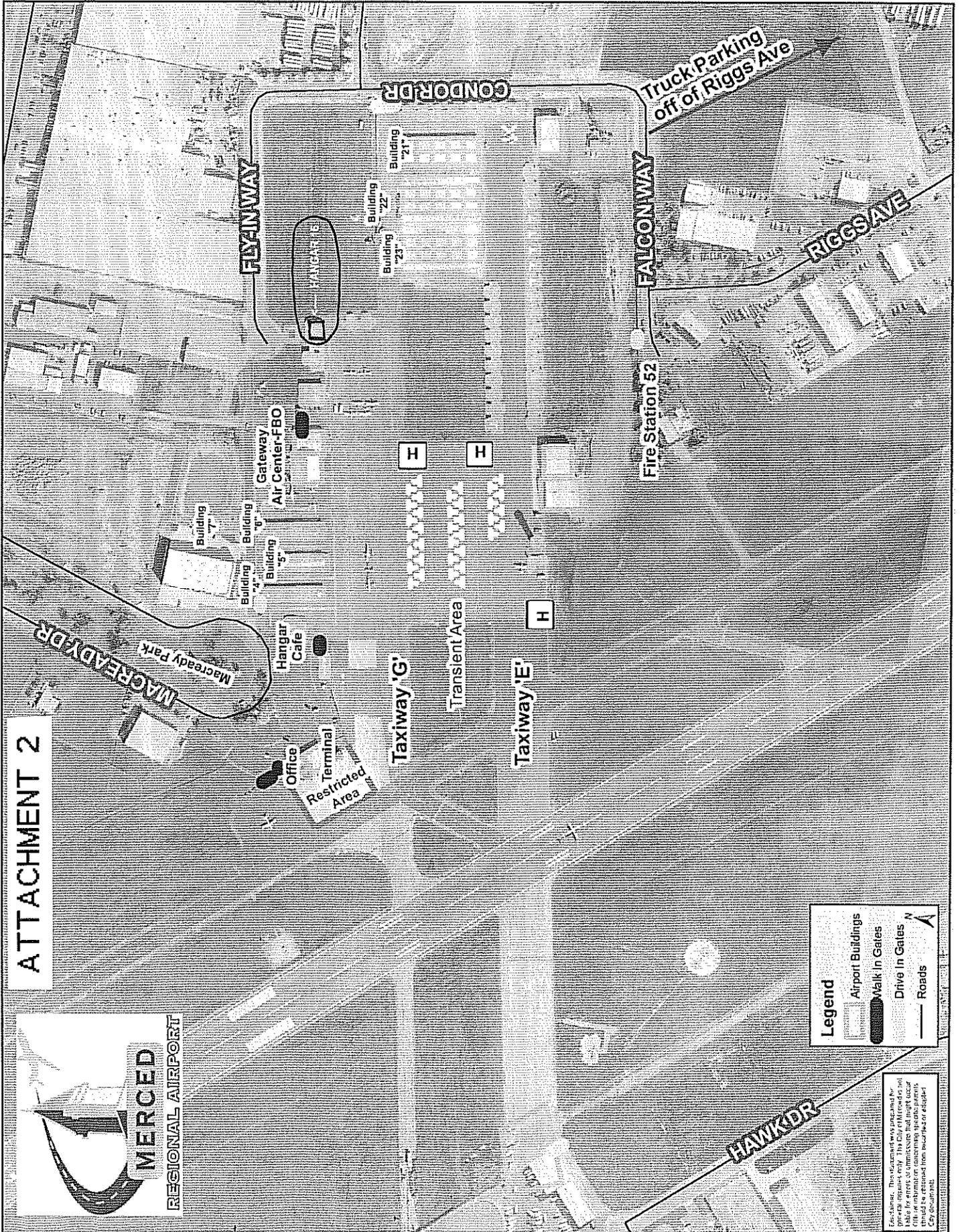
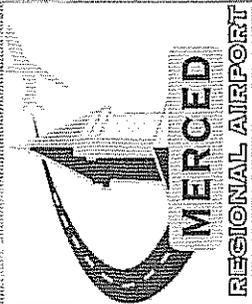
SUMMARY/RECOMMENDATION:

Airport management requests that the Regional Airport Authority approve the lease of Hangar 16 and recommend approval by the Merced City Council.

Attachments:

1. ~~Lease Agreement~~--- Unavailable
2. Map

ATTACHMENT 2



This document was prepared for general informational purposes only. The City of Merced is not liable for errors or omissions that might occur in this document. All information is subject to change without notice. City of Merced, CA.



Merced Regional Airport

Manager's Report July 2016

OPERATIONS

Boutique Air launched commercial airline service from the Merced Regional Airport (MCE) on October 5, 2015, providing twice daily round trip service to Los Angeles International Airport (LAX), and Oakland International Airport (OAK) through the Essential Air Service (EAS) program. The once a day round trip service to Las Vegas began on November 1, 2015. The Las Vegas service initially was to/from McCarran International Airport, however a contract dispute has resulted in suspension of Las Vegas service until resolution is reached. An additional round trip to LAX was added to the schedule in place of the round trip service to Las Vegas.

Revenue passenger enplanement numbers of 818 were recorded for July 2016. The passenger loads far exceed what the prior EAS carrier performed during the same period last year and passenger feedback continues to be enthusiastic and positive.

On May 20, 2016, MCE was notified that the DOT had issued an Order dealing with continued eligibility for EAS participation for several airports based on failure to enplane the minimum number of passengers during the period October 1, 2014 – September 30, 2015, and on exceeding the \$200.00 per passenger cap on subsidy payments that became effective in September 2015. MCE was identified as receiving a tentative waiver from enforcement due to the hiatus in airline service that resulted when Great Lakes Airlines terminated service in July 2015. The current carrier has already exceeded the minimum annual passenger enplanement requirement of 3,130 passengers and the current per passenger subsidy rate is about \$160.00, well under the \$200 per passenger cap.

The FAA Part 139 Inspection of the Airport took place from June 3 - 4, 2016. The inspection involved Airport management, the FBO, the Merced Fire Department, and Boutique Air. Airport management received a formal letter from the FAA regarding issues to address. The importance of completion of the required re-marking of runway 12/30 and taxiways as well as lead-on and lead-off lines was stressed and Airport staff and a volunteer crew is making significant progress in accomplishing the work.

The City Council voted to relinquish the MCE FAA Part 139 Certificate as a means of addressing Fire Department budget issues on June 8, 2016. The FAA acknowledged the surrender of the Part 139 airport operating certificate on June 14, 2016. The Airport Authority directed that Airport management continue to maintain the safety standards of Part 139, with the exception of the fire response standards which have been revised to accommodate budget concerns for the Fire Department.

Airport management and the Merced Police Department have conducted security training for personnel prior to conducting a table top exercise and a security drill at MCE, working with regional and local TSA representatives. Airport management also has submitted a draft updated security plan to the TSA which is in the final stages of review. The updating of the Emergency Plan for the Airport is nearing completion.

CAPITAL PROJECTS AND CONSTRUCTION

A pavement assessment grant proposal included in the Airport Capital Improvement Plan and prepared by airport consultant, RS&H was funded in late September 2015. The work is expected to be

completed soon.

Airport management in consultation with RS&H revised the five-year Airport Capital Improvement Plan (ACIP) proposal for submission to the FAA Airports District Office. A preliminary discussion took place on October 21, 2015, with the planners in the FAA San Francisco Airports District Office and revised draft ACIP proposal sheets were submitted for FY 2016-2020. A pre-application draft was filed on December 31, 2015, seeking funding for the remaining mandated remarking of pavement markings, reimbursement of a portion of costs absorbed by the airport to date for the remarking work, and for the cost of preparation of a Wildlife Hazard Management Plan. Airport management received a request for additional information and a revised grant application from the FAA in early April. The responsive materials were submitted and the airport is awaiting further guidance from the FAA about next steps regarding the grant application.

Airport Management also is continuing to develop plans and budget estimates for a slate of improvements and upgrades to the Merced Regional Airport Terminal to accommodate anticipated continued increases in passenger numbers. City approval will be sought, as appropriate.

To: Regional Airport Authority
From: Janet E. Young, Airport Manager
Date: August 11, 2016
Re: Possible Incompatible Land Use Activity

Discussion as desired by Authority members.

To: Regional Airport Authority
From: Janet E. Young, Airport Manager
Date: August 11, 2016
Re: Other Business from the Authority

Discussion as desired by Authority members.