# FINANCE COMMITTEE WEDNESDAY, OCTOBER 2, 2013 SECOND FLOOR CONFERENCE ROOM CITY HALL - MANASSAS, VIRGINIA

# **AGENDA**

# 5:30 PM CALL TO ORDER

Minute
Page /
•
2 Minutes
Page 3
2 Minutes
Page <i>5</i> /
5 Minutes
Page /0/
2 Minutes
Page /05
2 Minutes
Page //3
2 Pa

7. Resolution 2014-18-R Amending the FY 2014 Budget by Budgeting and Appropriating \$131,400 from Fire Rescue Fund Fund Balance for the Purchase of New Ambulance Per the Fire and Rescue Fleet Plan (Lupton)

Authorize the Purchase of the Terra Star Ambulance Utilizing the HGAC Contract (Lupton)

8. 2014 Finance Committee Calendar (Bergeron)

City Manager's Time

## **ADJOURNMENT**

cc: Mayor Council Members Lawrence D. Hughes Diane Bergeron Tamara Sturm

# MINUTES OF THE CITY COUNCIL FINANCE COMMITTEE WEDNESDAY, SEPTEMBER 18, 2013 SECOND FLOOR CONFERENCE ROOM CITY HALL - MANASSAS, VA

COMMITTEE MEMBERS PRESENT: Council Member Marc Aveni, Chairman

Vice Mayor Andrew L. Harrover Council Member J. Stephen Randolph

COMMITTEE MEMBERS ABSENT: Council Member Mark Wolfe (Alternate)

OTHERS PRESENT: Mayor Harry J. Parrish II, Airport Director Juan Rivera, Budget

Manager Diane V. Bergeron, Interim City Manager Lawrence D. Hughes (6:20 p.m.)

**GUESTS PRESENT:** None

The meeting was called to order at 5:30 p.m. by Chairman Marc Aveni.

# AGENDA ITEM #1 Approve Minutes of the September 4, 2013, Finance Committee Meeting

A motion was made and seconded to approve the minutes of the September 4, 2013, Finance Committee Meeting. The Committee approved (3/0).

# AGENDA ITEM #2 Resolution 2014-17-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$22,680 Virginia Department of Aviation Grant Amendment for the Connector Road Capital Project and Accepting the Virginia Department of Aviation Grant and Authorizing the Mayor to Sign the Grant Agreement

Juan Rivera presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating a \$22,680 Virginia Department of Aviation Grant Amendment for the Connector Road Capital Project and accepting the Virginia Department of Aviation Grant and authorizing the Mayor to sign the Grant Agreement. The Committee approved (3/0). This item will be forwarded to the September 23, 2013, City Council meeting.

# AGENDA ITEM #3 FY 2015 Budget Calendar

Diane Bergeron presented the FY 2015 Budget Calendar. The Committee approved (3/0).

# AGENDA ITEM #4 FY 2015 Five Year Forecast

Diane Bergeron presented the FY 2015 Five Year Forecast. A City Council Work Session will be scheduled for October 2, 2013, to further discuss the FY 2015 Five Year Forecast.

# <u>City Manager's Time</u> – No Items

The meeting was adjourned at 6:31 p.m. by Chairman Marc Aveni.

#### AGENDA STATEMENT

PAGE NO. 3

ITEM NO. 2

**MEETING DATE:** 

October 2, 2013 - Finance Committee

TIME ESTIMATE:

2 Minutes

AGENDA ITEM TITLE:

Resolution 2014-21-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$1,735,645 Federal Aviation Administration Grant and a \$122,222 Virginia Department of Aviation Grant and Transferring \$38,570 of Airport Funds for the Taxiway "K" Realignment Project at the Airport and Accepting the Grants and Authorizing the Mayor to Sign the **Grant Agreements** 

**DATE THIS ITEM WAS** LAST CONSIDERED BY COUNCIL:

N/A

**SUMMARY OF** ISSUE/TOPIC:

The Federal Aviation Administration has offered the City of Manassas a grant for the construction phase of the Taxiway "K" Realignment project at the Manassas Regional Airport in the amount of \$1,735,645, which represents 90% of the total eligible project cost. The Virginia Department of Aviation has also offered the City a grant in the amount of \$122,222, which represents 6% of the total eligible cost. Airport staff will be requesting additional State funds in November, in order to maximize the State's participation in this project to 8% (\$154,280). The Airport will provide the local share of \$38,570, which represents 2% of the total project cost and is available in the Airport Fund's FY 2014 Budget. The total cost of this construction project is \$1,928,495.

This resolution will budget and appropriate \$1,735,645 of Federal Grant revenue, \$122,222 of State Grant revenue and transfer \$38,570 of Airport Funds to the Airport

Capital Projects Fund.

**STAFF** 

RECOMMENDATION:

Approve Resolution 2014-20-R

BOARD/COMMISSION/

**COMMITTEE:** 

Airport Commission

RECOMMENDATION:

X Approve

Disapprove Reviewed See Comments

**CITY MANAGER:** 

Approve

Disapprove Reviewed See Comments

**COMMENTS:** 

DISCUSSION

(IF NECESSARY):

The format and content of this Grant Offer will be approved by the City Attorney.

**BUDGET/FISCAL** 

IMPACT:

\$1,735,645 Federal Grant

\$ 122,222 State Grant

\$ 38,570 Available in Airport's FY 2014 Budget

\$1,896,437 Total for Taxiway "K" Realignment Project

STAFF:

Juan E. Rivera, Airport Director, (703) 361-1882

# RESOLUTION 2014-21-R

# Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 21<sup>st</sup> day of October, 2013, that the following funds be budgeted and appropriated as shown and that the grants be accepted with the Mayor authorized to sign the Grant Agreements.

<u>AC</u>	CCOUNT NO.			<b>AMOUNT</b>
AIRP Reve	ORT CAPITAL PRO	JECTS FU	ND	
575-0 575-0	0000-334-00-00 0000-322-21-00 0000-345-57-00	CP3776 CP3776 CP3776	State Grants	\$ 1,735,645 \$ 122,222 \$ 38,570 <b>\$ 1,896,437</b>
Expe	nditure:			
57 <b>5</b> -3	3776-505-39-00	CP3776	Realign & Reconstruct Taxiway Kilo	\$ 1,896,437
For:	State and Federal G	rants for Ta	xiway K Project	
	This resolution shall t	ake effect u	pon its passage.	
			Harry J. Parrish II On Behalf of the City of Manassas, V	
ATTES	ST:			
Andrea	a P. Madden	City Cle	erk	

# A-043 - Realign and Reconstruct Taxiway Kilo

Change from Prior:

No Change

Year Introduced:

2004

**Associated Project:** 

A-027, A-066

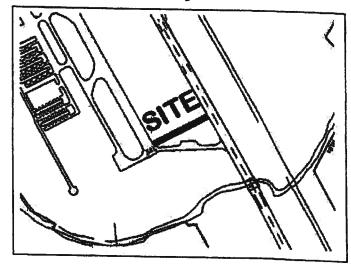
Project Type: Managing Dept: Airport Airport

Account Number:

N/A

Conforms With:

Comprehensive Plan



#### **Project Description:**

Realign taxiway Kilo so that it is at a right angle to runway 16L-34R. The taxiway cannot be realigned until the localizer antenna is relocated. The FAA may combine the design effort for this project with design of the extension of Taxiway B1.

## **Project Justification:**

Realigning taxiway Kilo will improve safety and efficiency. It will improve the site-line visibility when approaching runway 16L-34R and will reduce the time aircraft are on the active runway while crossing.

Financial Summary (dollars in thousands):

Formally - O comme	5 Year	Total	FY 2013						Future
Funding Source	CIP Total	Project	& Prior	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Years
General Fund	-	-	-	-	-	-	-		
Enterprise Funds	-	-	-	-	-			_	-
MCPS Fund	-	-	-	-	-	_	-	_	•
Bonds	•	-	-	-	-	-	_	-	•
Other Local Government	-	-	-	-	-	_	_	_	-
State	-	-	-	-		-	_	_	•
Federal	-	-	-	-	-	•			•
Gas Taxes	-	-	_	-	_	-	_	•	-
Proffers	-	•	-	-	-	_	_	-	-
Storm Water Mgmt Fees	-	_	-	_	_	_	_	-	•
Other	-	-	-	•	_		-	-	-
Total	-			-	•	•		-	
Operating Budget Imp	acts (dollars	in thousand	ds):						
FTE's	-	-	•	•	•	-	-		
Revenue Offset	-		•	_		_			-
Facility Costs	-	-	_		_	_	•	•	•
Debt Service	-	-	_	-	-	_	•	•	-
Net Impact	-	-	•	-		<del>-</del>	-		
									•

GM200I13 Fiscal Year 2014 Account number	Inquiry 16:47:50
Original budget	103,000 .00 .00 .00
Pre-encumbrance amount	.00 .00 .00 0.0 % 103,000.00 100.0 % F8=Misc inquiry F9=Misc update F12=Cancel F24=More keys



# COMMONWEALTH of VIRGINIA

Randall P Burdette Director

# Department of Aviation

5702 Gulfstream Road Richmond, Virginia 23250-2422

September 3, 2013

V/TDD • (804) 236-3624 FAX • (804) 236-3635

Mr. Juan E. Rivera, Director Manassas Regional Airport 10600 Harry J. Parrish Blvd. Manassas, VA 20110

Re:

Manassas Regional Airport

Taxiway "K" Realignment (Construction) - CF0030-37

Dear Mr. Rivera:

Please find enclosed three originals of the Grant Offer for the project referenced above. This offer, once accepted, becomes your Grant Agreement with the Commonwealth of Virginia, Department of Aviation.

This Agreement must be executed on behalf of the sponsor by an official authorized to take such action, and the sponsor's attorney must execute the certificate on page 2. This offer must be accepted and certified by **November 3, 2013** or may otherwise be withdrawn.

The amount of this grant has been determined by the costs associated with a fixed scope of work. As such, no changes in the scope of work should be undertaken without first obtaining the approval of the Department of Aviation.

After acceptance of the offer, please return two originals to this office and keep one for your files. Should there be questions, you have only to call upon us.

Sincerely,

Amy Wells, Engineer

Carry Wells

Airport Engineering Section

**Airport Services Division** 

/pas Enclosures





# Commonwealth of Virginia

Department of Aviation 5702 Gulfstream Road Richmond, Virginia 23250-2422

#### Grant Agreement

Part I - Offer

Project Number:

CF0030-37

Date of Approval:

August 17, 2012

Date of Offer:

September 3, 2013 Date of Offer Expiration: November 3, 2013

WHEREAS, by executing a Master Agreement on Terms and Conditions for Accepting State Aviation Funding Resources (hereinafter referred to as the "Master Agreement"), effective on October 6, 2010, the City of Manassas (hereinafter referred to as the "Sponsor") agreed to the terms and conditions for accepting state aviation funding from the Commonwealth of Virginia (hereinafter referred to as the "Commonwealth"); and

WHEREAS, the Sponsor has submitted a request for a grant of state funds to assist in the development of Manassas Regional Airport (hereinafter referred to as the "Airport") together with the appropriate supporting documentation: and

WHEREAS, the Commonwealth acting by and through the Virginia Aviation Board (hereinafter referred to as the "Board") and/or the Department of Aviation (hereinafter referred to as the "Department"), has approved a project for development of the Airport which consists of the following (hereafter referred to as the "Project"):

#### Taxiway "K" Realignment (Construction)

NOW, THEREFORE, pursuant to the authority granted to the Department by §5.1-2.2 of the Code of Virginia (1950), as amended, and in consideration of: (a) the authority granted to the Sponsor to operate and maintain the Airport, (b) the Sponsor's adoption and ratification of the assurances provided in the Master Agreement, and (c) the benefits to accrue to the Commonwealth and the public from the accomplishment of this Project. the Department offers to pay, as the Commonwealth's share, eight (8) percent of all eligible Project costs.

This offer is made on and subject to the following terms and conditions:

- 1. The Master Agreement is incorporated by reference herein, and this offer is subject to the terms and conditions of said Master Agreement.
- 2. The maximum obligation of the Commonwealth payable under this Grant Agreement shall not exceed \$122,222.00.
- 3. If the Federal Aviation Administration (hereinafter referred to as the "FAA") will be participating in the funding of this Project, the Sponsor has, at the time of the execution of this Grant Agreement, a commitment from FAA for federal funds in the amount of \$ 1,735,645.00.
- 4. This Grant Payment Term will expire on September 30, 2017.
- 5. The Grant Obligation Term is 20 years.

#### Grant Agreement, Project Number CF0030-37

The Sponsor's acceptance of this Grant Offer with its terms and conditions shall be evidenced by execution of this Grant Offer by, or on behalf of, the Sponsor, as hereinafter provided, and said Grant Offer and acceptance shall comprise a Grant Agreement for the distribution of funds by the Department as authorized under §5.1-2.2 Code of Virginia (1950), as amended. This Grant Agreement shall become effective upon the Sponsor's acceptance and shall remain in full force as provided herein.

		Commonwealth of Virginia Department of Aviation  Randall P Burdette Director  Date
	Part II - Ad	cceptance
The City of Manassas does hereby accederant Agreement.	pt and agree all	the terms, conditions and assurances contained in this
Executed this	day of	, 20
	City of Mana	assas
	Ву	
	Title	
Attest		
Title		
		5 N
Certification of Sponsor's Attorney		
I,		
find that the Sponsor has been duly auti	norized and is a er this Grant A	at I have examined the foregoing Grant Agreement and fully capable under the laws of the Commonwealth of agreement and that this Grant Agreement constitutes a ce with the terms and conditions thereof.
Dated at, Vir	ginia this	day of, 20
	Ву	



Airports Division Eastern Region District of Columbia, Maryland, Virginia

FAAWashington Airports District Office 23723 Air Freight Ln Suite 210 Dulles, VA 20166

August 30, 2013

The Honorable Harry J. Parrish II, Mayor City of Manassas c/o Mr. Juan Rivera, Manager Manassas Regional Airport 10600 Harry J. Parrish Blvd. Manassas, Virginia 20110

Dear Mayor Parrish:

We are enclosing the 3 original copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-51-0030-037-2013 at Manassas Regional/Harry P. Davis Field Airport in Manassas, Virginia. This letter outlines expectations for success. To properly enter into this agreement, you must do the following:

- Execute all copies of the Grant Offer, along with your attorney's certification, by September 13, 2013, in order for the grant to be valid, and
- Return two executed copies to us and maintain one copy for your records. (We will forward one executed copy of the grant to the Virginia Department of Aviation.)

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will pay close attention to your progress to ensure proper stewardship of these Federal funds.

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

- A signed/dated SF-271 or equivalent and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open, and
- Quarterly Progress Reports due every quarter.

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; and
- Summary of all change orders and summary of all testing; and
- Final SF-271 (or equivalent) and SF-425.

RECEIVED

SEP - 3 2013

Manassas Regional Airport Chad Carper, (703) 661-1358, 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.

Sincerely,

Terry J. Page, Manager Washington Airports District Office

Enclosures (3 copies of Grant Offer)

cc: DOAV

	*	



U.S. Department of Transportation Federal Aviation Administration

# GRANT AGREEMENT PART I – OFFER

August 30, 2013

Date of Offer

Manassas
Regional/Harry P. Davis
Field Airport

(herein called the "Airport")
3-51-0030-037-2013

Grant No
030342448

DUNS No

TO:

City of Manassas

(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 August 16, 2013, for a grant of Federal funds for a project at or associated with the Manassas Regional/Harry P. Davis Field Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

Rehabilitate/Relocate Taxiway 'K' (Phase 4 - Construction) all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety (90) per centum thereof.

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

#### CONDITIONS

- 1. The maximum obligation of the United States payable under this Offer shall be \$1,735,645. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:
  - \$0 for planning
  - \$1,735,645 for airport development or noise program implementation

The source of this Grant may include funding from the Small Airport Fund.

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2013, or such subsequent date as may be prescribed in writing by the FAA.
- 7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS
  - A. Requirement for Central Contractor Registration (CCR)

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

B. Requirement for Data Universal Numbering System (DUNS) Numbers

FAA Form 5100-37 (10-89)

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

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

#### C. Definitions

For purposes of this award term:

- 1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>).
- 2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5711) or the Internet (currently at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>).

- 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 10. ELECTRONIC GRANT PAYMENT(S): The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi elinvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi elinvoicing System.
  - A. Grant Recipient Requirements.
    - (1) Grantees must have Internet access to register and submit payment requests through the Delphi elnvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
    - (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
  - B. System User Access.
    - (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
    - (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

**DOT Enterprise Services Center** 

FAA Accounts Payable, AMZ-100

PO Box 25710

Oklahoma City, OK 73125

(3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT elnvoicing website <a href="http://www.dot.gov/cfo/delphi-einvoicing-system.html">http://www.dot.gov/cfo/delphi-einvoicing-system.html</a>).

- C. Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT elnvoicing website <a href="http://www.dot.gov/cfo/delphi-einvoicing-system.html">(http://www.dot.gov/cfo/delphi-einvoicing-system.html</a>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.
  - (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
  - (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to: DOT/FAA

PO Box 25082

**AMZ-110** 

Oklahoma City, OK 73125

- 11. INFORMAL LETTER AMENDMENT OF AIP PROJECTS: It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
- 12. AIR AND WATER QUALITY: Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
- 13. BUY AMERICAN REQUIREMENT: Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 14. MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS: In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer
  - a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

#### **SPECIAL CONDITIONS**

#### 15. SPONSOR CERTFICATIONS:

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Master Agreement on Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 30, 2006, Section II. CERTIFICATIONS.

FAA Form 5100-37 (10-89)

- 16. ENVIRONMENTAL MITIGATION MEASURES: It is further understood and agreed the airport sponsor will follow and implement the Mitigation Measures of the federal Finding of No Significant Impact development for this project and signed by the FAA on July 10, 2009. These Mitigation Measures are repeated in Grant Special Condition 16, items a through g below.
  - a) A Stormwater Pollution Prevention Plan and Erosion and Sediment Control Plan utilizing Best Management Practices will be developed to control impacts to water quality due to erosion and sedimentation during the project construction.
  - b) Implementation of Best Management Practices will minimize construction impacts associated with the propose project.
  - c) All necessary permits for construction of the proposed project shall be obtained prior to construction.
  - d) Construction contract specifications will contain the provisions of FAA Circular 150/5370-10C, "Standards for Specifying Construction of Airports", Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control and FAA Circular 150/5320-5B "Airport Drainage."
  - e) Approximately 280 linear feet of Broad Run will be impacted by the proposed project. A Joint Permit Application will be submitted to the Virginia Marine Resources Commission for review and approval.
  - f) A survey for the state-listed endangered brook floater was conducted in June 2008, no listed mussels were found. If the proposed project has not commenced by June 2010, the sponsor must coordinate with the Department of Game and Inland Fisheries (DGIF) to determine whether surveys need to be performed to ensure the protection or listed species known from Broad Run.
  - g) Adhere to a time of year restriction from April 15 through June 15 and August 15 through September 30 of any year for all in-stream work. Follow DGIF recommendations for work in and around Broad Run.

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)
Terry J. Page
(Typed Name)
Manager, Washington Airports
District Office
(Title)

#### PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct. 1 Executed this \_\_\_\_\_day of \_\_\_\_\_\_\_ City of Manassas (Name of Sponsor) (Signature of Sponsor's Designated Official (SEAL) Representative) By: (Type or Print Name of Sponsor's Designated Official Representative) Title: (Type or Print Title of Sponsor's Designated Official Representative) CERTIFICATE OF SPONSOR'S ATTORNEY \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof. Dated at \_\_\_\_\_this \_\_\_day of \_\_\_\_\_. (Signature of Sponsor's Attorney) (Attorney must sign and date same day or after sponsor execution date) <sup>1</sup> 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. FAA Form 5100-37 (10-89)

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# ASSURANCES Airport Sponsors

#### A. General.

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

#### B. Duration and Applicability.

- 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
- 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
- 3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 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.
- 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.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. 12
- 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.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Civil Rights Act of 1964 Title VI 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq. 1
- r. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.1
- s. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq. 1
- t. Copeland Anti kickback Act 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq. 1
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

#### **Executive Orders**

Executive Order 11246 - Equal Employment Opportunity

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 - Flood Plain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>

Executive Order 12898 - Environmental Justice

#### Federal Regulations

- a. 14 CFR Part 13 Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 Airport noise compatibility planning.
- d. 29 CFR Part 1 Procedures for predetermination of wage rates.
- e. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. 1
- f. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). <sup>1</sup>
- g. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- h. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 New restrictions on lobbying.
- 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- 1. 49 CFR Part 24 Uniform relocation assistance and real property acquisition for Federal and federally assisted programs. 12
- m. 49 CFR Part 26 Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.
- o. 49 CFR Part 29 Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

## Office of Management and Budget Circulars

- a. A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 Audits of States, Local Governments, and Non-Profit Organizations
  - These laws do not apply to airport planning sponsors.

These laws do not apply to private sponsors.

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

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

# 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 publicuse 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. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
- 11. Pavement Preventive Maintenance. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
- 12. Terminal Development Prerequisites. For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- 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
- Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
- 20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- 21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

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

- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- 23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- If allowing more than one fixed-based operator to provide such services b. would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
- 24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

- airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

# 26. Reports and Inspections. It will:

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

- conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
- 27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that
  - a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- 28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

- and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
- 30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

### 31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, 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.
- 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 01/12/2012 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

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



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

Updated: 4/16/2013

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

NUMBER 7	THE
70/7460-1k	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5050-4	Citizen Participation in Airport Planning
150/5050-8	Environmental Management Systems for Airport Sponsors
150/5060-5	Airport Capacity And Delay
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-19D	Gulde for Airport Financial Reports Filed by Airport Sponsors
150/5200-12C	First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

NUMBER	
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5200-34A	Construction or Establishment of Landfills near Public Airports
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
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
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS)
150/5220-9A	Aircraft Arresting Systems
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

NUMBER.	
150/5220-17B	
130/3220-178	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
150/5220-20	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	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C	Surface Drainage Design
Change 1	
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport
Change 8	Pavement Surfaces
150/5320-15A	Management Of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	
150/5340-1K	Standards for Airport Markings
Change 1	
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	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
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	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
150/5345-27D	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
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
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

NUMBER	
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)
150/5360-13	Planning and Design Guidelines for Airport Terminal Facilities
Change 1	
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing 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
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

#### THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

Opualeu. 2/4/2013	
NUMBER	
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

OMB Number: 4040-0004 Expiration Date: 03/31/2012

Application for Federal Assistance SF-424						
*1. Type of Submission:	Type of Submission:     *2. Type of Application * If Revision, select appropriate letter(s):					
☐ Preapplication	⊠ Nev	, .				
☑ Application	☐ Con	tinuation	*Other (Specify)			
☐ Changed/Corrected Application	☐ Revi	sion				
*3. Date Received: 4.	Applicar	nt Identifier:				
5a. Federal Entity Identifier: 3-51-0030-Pending			*5b. Federal Award Identifier;			
State Use Only:						
6. Date Received by State:		7. State Ap	plication Identifier:			
8. APPLICANT INFORMATION:						
*a. Legai Name: City of Manassas						
*b. Employer/Taxpayer Identification I 54-6001411	Number (i	EIN/TIN):	*c. Organizational DUNS: 03-034-2448			
d. Address:						
*Street 1: <u>10600 Hart</u>	ry J. Parr	ish Blvd.				
Street 2:			*			
*City: Manassas_	Manassas					
County:						
*State: <u>Virginia</u>	Virginia					
Province:	Province:					
*Country: <u>United States</u>						
*Zip / Postal Code <u>20100</u>						
e. Organizational Unit:						
Department Name: Manassas Regional Airport			Division Name:			
f. Name and contact information o	f person	to be contac	cted on matters involving this application:			
Prefix: Mr.						
Middle Name: <u>E.</u>						
*Last Name: Rivera						
Suffix:						
Title: Airport Director						
Organizational Affiliation:						
*Telephone Number: (703) 361-188	2		Fax Number: (703) 257-8286			
*Email: jrivera@d.manassas.va.us						

OMB Number: 4040-0004 Expiration Date: 03/31/2012

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: City Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
*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 Manassas, Virginia
Prince William County, Virginia
*15. Descriptive Title of Applicant's Project:
Rehabilitate and Relocate Taxiway K (Construction)
Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004 Expiration Date: 03/31/2012

Application for Federal Assistance SF-424					
16. Congressional Districts Of:					
*a. Applicant: 10th	*a. Applicant: 10th				
Attach an additional	list of Program/Project Cong	ressional Districts if needed			
17. Proposed Proj	ect:				
*a. Start Date: May	2014	*b. [	End Date: August 2014		
18. Estimated Fund	ding (\$):				
*a. Federal	\$1,735,645				
*b. Applicant					
*c. State	\$154,280				
*d. Local	\$38,570				
*e. Other  *f. Program Income					
*g. TOTAL	\$1,928,495				
<ul> <li>☑ b. Program is subject to E.O. 12372 but has not been selected by the State for review.</li> <li>☑ c. Program is not covered by E. O. 12372</li> <li>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)</li> <li>☑ Yes ☑ No</li> <li>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</li> <li>☑ ** I AGREE</li> <li>** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or</li> </ul>					
agency specific inst					
Authorized Representative:					
Middle Name: E	Rivera	*First Name: <u>Juan</u>			
*Title: Airport Director					
*Telephone Numbe	er: (703) 361-1882		Fax Number: (703) 257-8286		
* Email: jrivera@ci	.manassas.va.us	Y-7/4			
*Signature of Authorized Representative:					
I-1,-,-,-					

Page 3b U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569 PART III - BUDGET INFORMATION - CONSTRUCTION **SECTION A - GENERAL** 1. Federal Domestic Assistance Catalog No. ..... 20-106 2. Functional or Other Breakout...... Airport Improvement Program SECTION B -CALCULATION OF FEDERAL GRANT Use only for revisions Total Cost Classification Latest Approved Adjustment Amount Amount + or (-) Required \$ 15,000 \$ 15,000 1. Administration expense \$ 2. Preliminary expense 3. Land, structures, right-of-way 4. Architectural engineering basic fees (Bidding) \$12,036 \$12,036 5. Other Architectural engineering fees 6. Project Inspection fees \$ 296,957 \$ 296,957 7. Land development 8. Relocation Expenses 9. Relocation payments to Individuals and Businesses 10. Demolition and removal 11. Construction and project improvement \$1,604,502 \$1,604,502 12. Equipment 13. Miscellaneous 14. Total (Lines 1 through 13) \$ 1,928,495 \$ \$ 1,928,495 15. Estimated Income (if applicable) 16. Net Project Amount (Line 14 minus 15) 17. Less: Ineligible Exclusions 18. Add: Contingencies 19. Total Project Amt. (Excluding Rehabilitation Grants) \$ 1,928,495 \$ \$ 1,928,495 20. Federal Share requested of Line 19 \$1,735,645 \$1,735,645 21. Add Rehabllitation Grants Requested (100 Percent) 22. Total Federal grant requested (lines 20 & 21) 23. Grantee share \$38,570 \$38,570

FAA Form 5100-100 (9-03) SUPERSEDES FAA FORM 5100-100 (6-73)

24. Other shares

25. Total Project (Lines 22, 23 & 24)

\$154,280

\$1,928,495

\$154,280

\$1,928,495

\$

FAA Form 5100-100 (9-03) SUPERSEDES FAA FORM 5100-100 (6-73)

### **PART IV** PROGRAM NARRATIVE (Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION	OMB NO. 2120-0569
PROJECT : Rehabilitate and Relocate Taxiway K	
AIRPORT : Manassas Regional Airport	
1. Objective:	
Relocation of Taxiway K is necessary to realign the Taxiway with Runway 34L and Runway 16L-34R. I Taxiway K is required to maintain an acceptable level of service.	Rehabiliation of
2. Benefits Anticipated:	
The benefits that will be derived will be improved traffic circulation and enhanced safety.	
The benefits that will be derived will be improved traffic of culation and emissions safety.	
2 Approach : (See approved Scope of Work in Final Application)	
3. Approach : (See approved Scope of Work in Final Application)  Project was designed and hid with consumance of EAA Machinetan Airports District Office	
Project was designed and bid with concurrence of FAA-Washington Airports District Office.	
4. Geographic Location:	
Taxiway of Manassas Regional Airport.	5
·	**************************************
5. If Applicable, Provide Additional Information:	
N/A	
* · · ·	
6. Sponsor's Representative: (include address & telephone number)	
Mr. Juan E. Rivera, Director	
Manassas Regional Airport 10600 Harry J. Parrish Blvd	
Manassas, VA 20108	
(703) 361-1882	
FAA FORM 5100-100 (9-03) SUPERSEDES FAA FORM 5100-100 (6-73)	

Page 6

#### **PROJECT COST SUMMARY**

**RELOCATE TAXIWAY K** 

MANASSAS REGIONAL AIRPORT MANASSAS, VA

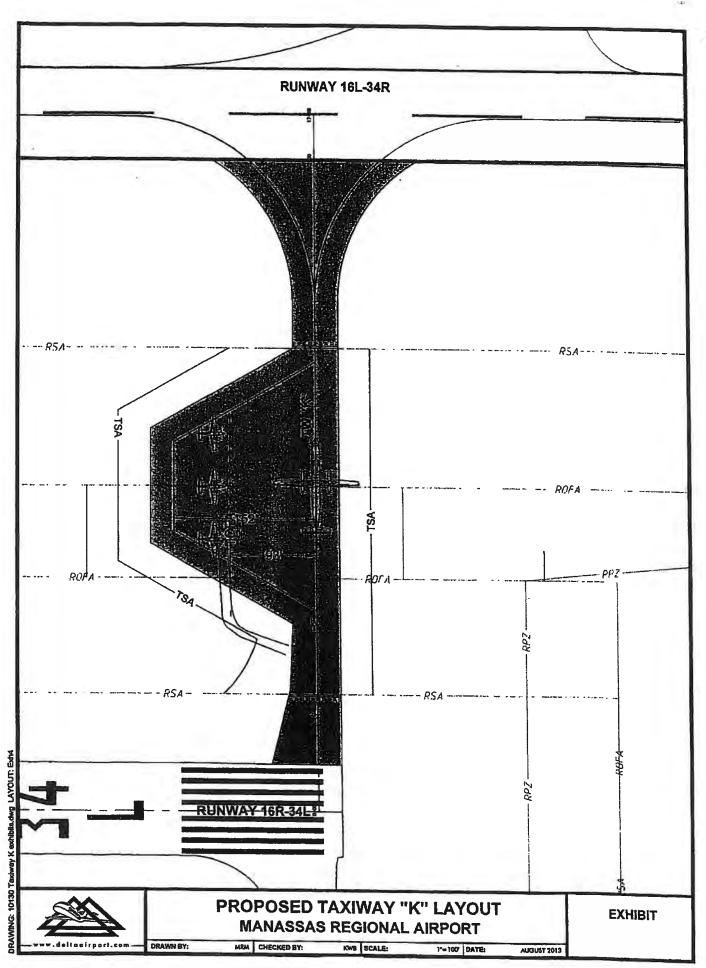
AIP Project No. 3-51-0030-Pending State Project No. CS-0030-Pending Delta Project No. VA 10130

Date: August 14, 2013

#### **Grant Application**

#### Preliminary Engineer's Opinion of Probable Cost

Line	Classification	Budget Amount	% FAA	% State	% Spon.	FAA Budget Amount	State Budget Amount	Sponsor Budget Amount
a.	Administration  DBE Plan  IFE Estimates  Postage, other admin costs	Complete \$5,000 \$10,000 total \$15,000	90%	8% 8%	2% 2%	\$4,500 \$9,000 \$13,500	\$400 \$800 \$1,200	\$100 \$200 \$300
d	Architectural engineering basic fees Bidding Sub	\$12,036 total: \$12,036		8%	2%	\$10,832 \$10,832	\$963 <b>\$963</b>	\$241 <b>\$241</b>
f	Project Inspection Fees Construction Phase Services (75 CD) Sub	\$296,957 total: <b>\$296,957</b>		8%_	2%	\$267,261 \$267,261	\$23,757 <b>\$23,757</b>	\$5,939 <b>\$5,939</b>
k	Construction and Project Improvement Costs Contractor Sub	\$1,604,502 total \$1,604,502		8%	2%	\$1,444,052 \$1,444,052	\$128,360 \$128,360	\$32,090 <b>\$32,090</b>
TOTAL	s	\$1,928,495				\$1,735,645	\$154,280	\$38,570



#### AGENDA STATEMENT

PAGE NO. <u>5/</u> ITEM NO. 3

**MEETING DATE:** 

October 2, 2013 - Finance Committee

TIME ESTIMATE:

2 Minutes

**AGENDA ITEM TITLE:** 

Resolution 2014-22-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$3,099,245 Federal Aviation Administration Grant and a \$221,360 Virginia Department of Aviation Grant and Transferring \$68,872 of Airport Funds for the Runway 16L-34R & Taxiway "B" Bridge Widening Project at the Airport and Accepting the Grants and Authorizing the Mayor to Sign the Grant Agreements

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL:

N/A

**SUMMARY OF** ISSUE/TOPIC:

The Federal Aviation Administration has offered the City of Manassas a grant for the construction phase of the Runway 16L-34R & Taxiway "B" Bridge Widening project at the Manassas Regional Airport in the amount of \$3,099,245, which represents 90% of the total eligible project cost. The Virginia Department of Aviation has also offered the City a grant in the amount of \$221,360.33, which represents 6% of the total eligible cost. Airport staff will be requesting additional State funds in November, in order to maximize the State's participation in this project to 8% (\$275,488). The Airport will provide the local share of \$68,872, which represents 2% of the total project cost and is available in the Airport Fund's FY 2014 Budget. The total cost of this construction project is \$3,443,605.

This resolution will budget and appropriate \$3,099,245 of Federal Grant revenue, \$221,360 of State Grant revenue and transfer \$68,872 of Airport Funds to the Airport Capital Projects Fund.

STAFF

RECOMMENDATION:

Approve Resolution 2014-22-R

BOARD/COMMISSION/

COMMITTEE:

Airport Commission

**RECOMMENDATION:** 

X Approve

Disapprove Reviewed See Comments

CITY MANAGER:

Approve

Disapprove Reviewed See Comments

**COMMENTS:** 

DISCUSSION

(IF NECESSARY):

The format and content of this Grant Offer will be approved by the City Attorney.

**BUDGET/FISCAL** 

IMPACT:

\$3,099,245 Federal Grant

\$ 221,360 State Grant

\$ 68,872 Available in Airport's FY 2014 Budget

\$3,389,477 Total for Runway 16L-34R & Taxiway "B" Bridge Widening Project

STAFF:

Juan E. Rivera, Airport Director, (703) 361-1882

#### RESOLUTION 2014-22-R

#### Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 21<sup>st</sup> day of October, 2013, that the following funds be budgeted and appropriated as shown and that the grants be accepted with the Mayor authorized to sign the Grant Agreements.

ACCOUNT NO.			<b>AMOUNT</b>
AIRPORT CAPITAL PRO	OJECTS FUI	ND	
575-0000-334-00-00 575-0000-322-21-00 575-0000-345-57-00	CP3770 CP3770 CP3770	Federal Grants State Grants Transfer from Airport Fund Total Revenue	\$ 3,099,245 \$ 221,360 \$ 68,872 \$ 3,389,477
Expenditure:			
575-3770-505-39-00	CP3770	Runway 16L/34R Extension & Bridge Widening Project	\$ 3,389,477
For: State and Federal	Grants for Ru	unway 16L/34R and Bridge Project	
This resolution shall	ll take effect υ	upon its passage.	
		Harry J. Parrish II On Behalf of the Cit of Manassas, \	
ATTEST:			
Andrea P. Madden	City Cl	 erk	

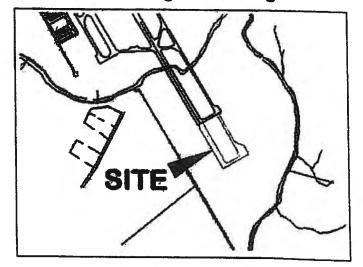
## A-009 - Runway 16L/34R Extension & Bridge Widening

**Change from Prior:** No Change **Year Introduced:** 1998

**Associated Project:** A-027, A-028

Project Type: Airport
Managing Dept: Airport
Account Number: 575-3770

Conforms With: Comprehensive Plan



#### **Project Description:**

Extend runway 16L-34R and parallel taxiway Bravo 500' south, for a total length of 6,200'. Increase safety areas at Broad Run bridge crossings to meet FAA standards. Ground prep for relocation of the localizer.

#### **Project Justification:**

As the Airport tries to attract larger aircraft, an additional safety margin is needed. The extension will enable aircraft to take off with greater fuel loads, add a margin of safety when the surface is wet, and reduce noise in some cases.

#### Financial Summary (dollars in thousands):

	5 Year	Total	FY 2013						Future
Funding Source	CIP Total	Project	& Prior	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Years
General Fund	-	-	•	-	-	-	-		
Enterprise Funds	•	107	107	-	-	-	-		
MCPS Fund	-	-	-	-	-	-	-	-	
Bonds	-	•	-	-	_	•		-	-
Other Local Government	-	-	-	-	-	-	-	-	-
State	-	381	381	-	-	-	_	•	_
Federal		4,852	4,852	•	_	-	-	-	_
Gas Taxes	-	-	-	•	-		-	-	_
Proffere	-	-	-	-	-		_		_
Storm Water Mgmt Fees	•	-	-	-	-	-	_		
Other	-	-	-	•	-		_	_	
Total		5,340	5,340	•	•	_			
Operating Budget Imp	acts (dollar	s in thousand	is):	***					
FTE's		-	-	-		-		•	
Revenue Offset	-	-	_	•	_	•		_	
Facility Costs	-	•	-	_	-	-	_	-	
Debt Service	-	-	_	-	-	-	-		_
Net Impact	-	•	-	-	-				

City of Manassas State Grant Number					
Airport Capital Project Fu	and (Fund 575)				
Runway Extension 16L/34					
Project to Date					
As of 6/30/13 - Period 12					
A-9			9.576		
	Revenues				Expenditures
			Airport	Total	Total
Nation No. of the Control of the Con	State	Federal	Operating Fund	Revenues	Expenditures
BUDGET					
FY 2011 RES #2011-61-R	27,710.00	877,476.00	18,473.00	923,659.00	923,659.00
FY 2012 RES #2012-89-R	353,309.00	3,974,723.00	88,328.00	4,416,360.00	4,416,360.00
Project to Date Budget	381,019.00	4,852,199.00	106,801.00	5,340,019.00	5,340,019.00
ACTUAL					
FY 2011			18,473.00	18,473.00	161,259.63
Y 2012	36,153.47	867,412.00	88,328.00	991,893.47	728,142.66
Y 2013	304,535.72	3,635,302.88		3,939,838.60	4,752,920.43
Project to Date Actual	340,689.19	4,502,714.88	106,801.00	4,950,205.07	5,642,322.72
Remaining Budget Balance	(40,329.81)	(349,484.12)	-	(389,813.93)	(302,303.72)

GM200I13  Fiscal Year 2014  Account number	Inquiry  n	9/26/13 L6:58:18
Original budget :	103,000	
Actual expenditures - current Actual expenditures - ytd Unposted expenditures Encumbered amount Unposted encumbrances Pre-encumbrance amount Total expenditures & encumbrances Unencumbered balance  F5=Encumbrances F7=Project data F10=Detail trans F11=Acct activity list	F8=Misc inquiry F9=Misc	update



## COMMONWEALTH of VIRGINIA

Randall P Burdette Director

#### Department of Aviation

V/TDD • (804) 236-3624

FAX • (804) 236-3635

5702 Gulfstream Road Richmond, Virginia 23250-2422

September 3, 2013

Mr. Juan E. Rivera, Director Manassas Regional Airport 10600 Harry J. Parrish Blvd. Manassas, VA 20110

Re: Manassas Regional Airport

Runway 16L-34R & Taxiway "B" Bridge Widening (Construction) - CF0030-38

Dear Mr. Rivera:

Please find enclosed three originals of the Grant Offer for the project referenced above. This offer, once accepted, becomes your Grant Agreement with the Commonwealth of Virginia, Department of Aviation.

This Agreement must be executed on behalf of the sponsor by an official authorized to take such action, and the sponsor's attorney must execute the certificate on page 2. This offer must be accepted and certified by **November 3, 2013** or may otherwise be withdrawn.

The amount of this grant has been determined by the costs associated with a fixed scope of work. As such, no changes in the scope of work should be undertaken without first obtaining the approval of the Department of Aviation.

After acceptance of the offer, please return two originals to this office and keep one for your files. Should there be questions, you have only to call upon us.

Sincerely,

Amy Wells, Engineer

Jany Wells

Airport Engineering Section

**Airport Services Division** 

/pas Enclosures





# Commonwealth of Virginia Department of Aviation 5702 Gulfstream Road Richmond, Virginia 23250-2422

#### **Grant Agreement**

Part I - Offer

Project Number: CF0030-38

Date of Approval: August 19, 2011

Date of Offer: September 3, 2013

Date of Offer Expiration: November 3, 2013

WHEREAS, by executing a Master Agreement on Terms and Conditions for Accepting State Aviation Funding Resources (hereinafter referred to as the "Master Agreement"), effective on October 6, 2010, the City of Manassas (hereinafter referred to as the "Sponsor") agreed to the terms and conditions for accepting state aviation funding from the Commonwealth of Virginia (hereinafter referred to as the "Commonwealth"); and

WHEREAS, the Sponsor has submitted a request for a grant of state funds to assist in the development of Manassas Regional Airport (hereinafter referred to as the "Airport") together with the appropriate supporting documentation; and

WHEREAS, the Commonwealth acting by and through the Virginia Aviation Board (hereinafter referred to as the "Board") and/or the Department of Aviation (hereinafter referred to as the "Department"), has approved a project for development of the Airport which consists of the following (hereafter referred to as the "Project"):

#### Runway 16L-34R & Taxiway "B" Bridge Widening (Construction)

NOW, THEREFORE, pursuant to the authority granted to the Department by §5.1-2.2 of the *Code of Virginia* (1950), as amended, and in consideration of: (a) the authority granted to the Sponsor to operate and maintain the Airport, (b) the Sponsor's adoption and ratification of the assurances provided in the Master Agreement, and (c) the benefits to accrue to the Commonwealth and the public from the accomplishment of this Project, the Department offers to pay, as the Commonwealth's share, **eight** (8) percent of all eligible Project costs.

This offer is made on and subject to the following terms and conditions:

- 1. The Master Agreement is incorporated by reference herein, and this offer is subject to the terms and conditions of said Master Agreement.
- 2. The maximum obligation of the Commonwealth payable under this Grant Agreement shall not exceed \$221,360.33.
- 3. If the Federal Aviation Administration (hereinafter referred to as the "FAA") will be participating in the funding of this Project, the Sponsor has, at the time of the execution of this Grant Agreement, a commitment from FAA for federal funds in the amount of \$3,099,245.00.
- 4. This Grant Payment Term will expire on September 30, 2017.
- 5. The Grant Obligation Term is 20 years.

#### Grant Agreement, Project Number CF0030-38

The Sponsor's acceptance of this Grant Offer with its terms and conditions shall be evidenced by execution of this Grant Offer by, or on behalf of, the Sponsor, as hereinafter provided, and said Grant Offer and acceptance shall comprise a Grant Agreement for the distribution of funds by the Department as authorized under §5.1-2.2 Code of Virginia (1950), as amended. This Grant Agreement shall become effective upon the Sponsor's acceptance and shall remain in full force as provided herein.

acceptance and shan remain	in tall force as provided herein.	
	Commonwealth Department of Randall P Burd Director	Aviation
		SEP - 4 2013
	Part II - Acceptance	
The City of Manassas does Grant Agreement.	s hereby accept and agree all the terms, conditi	ons and assurances contained in this
Executed this	day of	, 20
	City of Manassas	
	By	
	Title	
Attest		
Title		
Certification of Sponsor's A	Attorney	
find that the Sponsor has b Virginia of fulfilling all of	Sponsor do hereby certify that I have examined been duly authorized and is fully capable unduligations under this Grant Agreement and that not the Sponsor in accordance with the terms a	er the laws of the Commonwealth of at this Grant Agreement constitutes a
Dated at	, Virginia this day of	, 20
	Ву	
	Title	



Airports Division
Eastern Region
District of Columbia, Maryland, Virginia

FAAWashington Airports District Office 23723 Air Freight Ln Suite 210 Dulles, VA 20166

August 30, 2013

The Honorable Harry J. Parrish II, Mayor City of Manassas c/o Mr. Juan Rivera, Manager Manassas Regional Airport 10600 Harry J. Parrish Blvd. Manassas, Virginia 20110

Dear Mayor Parrish:

We are enclosing the 3 original copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-51-0030-038-2013 at Manassas Regional/Harry P. Davis Field Airport in Manassas, Virginia. This letter outlines expectations for success. To properly enter into this agreement, you must do the following:

- Execute all copies of the Grant Offer, along with your attorney's certification, by September 13, 2013, in order for the grant to be valid, and
- Return two executed copies to us and maintain one copy for your records. (We will forward one executed copy of the grant to the Virginia Department of Aviation.)

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will pay close attention to your progress to ensure proper stewardship of these Federal funds.

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

- A signed/dated SF-271 or equivalent <u>and</u> SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open, and
- Quarterly Progress Reports due every quarter.

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; and
- Summary of all change orders and summary of all testing; and
- Final SF-271 (or equivalent) and SF-425.

RECEIVED

SEP - 3 2013

Manassas Regional Airport Chad Carper, (703) 661-1358, 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.

Sincerely,

Terry J. Page Manager

Washington Airports District Office

Enclosures (3 copies of Grant Offer)

cc: DOAV



#### **GRANT AGREEMENT**

PART I - OFFER

August 30, 2013

Date of Offer

Manassas
Regional/Harry P. Davis

Field Airport

(herein called the "Airport")
3-51-0030-038-2013

Grant No
030342448

DUNS No

TO:

City of Manassas

(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 August 16, 2013, for a grant of Federal funds for a project at or associated with the Manassas Regional/Harry P. Davis Field Alrport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

Extend Runway 16L/34R – Phase 2 RSA Bridge Widening (Construction) all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety (90) per centum thereof.

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

#### **CONDITIONS**

1. The maximum obligation of the United States payable under this Offer shall be \$3,099,245. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$0 for planning

\$3,099,245 for airport development or noise program implementation

The source of this Grant may include funding from the Small Airport Fund.

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2013, or such subsequent date as may be prescribed in writing by the FAA.
- 7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS
  - A. Requirement for Central Contractor Registration (CCR)

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

B. Requirement for Data Universal Numbering System (DUNS) Numbers

FAA Form 5100-37 (10-89)

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

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

#### C. Definitions

For purposes of this award term:

- 1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>).
- 2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5711) or the Internet (currently at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>).

- 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity:
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 10. ELECTRONIC GRANT PAYMENT(S): The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi elnvoicing System.
  - A. Grant Recipient Requirements.
    - (1) Grantees must have Internet access to register and submit payment requests through the Delphi elnvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
    - (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
  - B. System User Access.
    - (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
    - (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

**DOT Enterprise Services Center** 

FAA Accounts Payable, AMZ-100

PO Box 25710

Oklahoma City, OK 73125

(3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT elnvoicing website (<a href="http://www.dot.gov/cfo/delphi-einvoicing-system.html">http://www.dot.gov/cfo/delphi-einvoicing-system.html</a>).

- C. Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT elivoicing website (<a href="http://www.dot.gov/cfo/delphi-einvolcing-system.html">http://www.dot.gov/cfo/delphi-einvolcing-system.html</a>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.
  - (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
  - (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to: DOT/FAA

PO Box 25082

**AMZ-110** 

Oklahoma City, OK 73125

- 11. INFORMAL LETTER AMENDMENT OF AIP PROJECTS: It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unliaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
- 12. AIR AND WATER QUALITY: Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
- 13. BUY AMERICAN REQUIREMENT: Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 14. MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS: In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer
  - a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

#### SPECIAL CONDITIONS

#### 15. SPONSOR CERTFICATIONS:

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Master Agreement on Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 30, 2006, Section II. CERTIFICATIONS.

FAA Form 5100-37 (10-89)

- 16. ENVIRONMENTAL MITIGATION MEASURES: It is further understood and agreed the airport sponsor will follow and implement the Mitigation Measures of the federal Finding of No Significant Impact development for this project and signed by the FAA on July 10, 2009. These Mitigation Measures are repeated in Grant Special Condition 16, items a through g below.
  - a) A Stormwater Pollution Prevention Plan and Erosion and Sediment Control Plan utilizing Best Management Practices will be developed to control impacts to water quality due to erosion and sedimentation during the project construction.
  - b) Implementation of Best Management Practices will minimize construction impacts associated with the propose project.
  - c) All necessary permits for construction of the proposed project shall be obtained prior to construction.
  - d) Construction contract specifications will contain the provisions of FAA Circular 150/5370-10C, "Standards for Specifying Construction of Airports", Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control and FAA Circular 150/5320-5B "Airport Drainage."
  - e) Approximately 280 linear feet of Broad Run will be impacted by the proposed project. A Joint Permit Application will be submitted to the Virginia Marine Resources Commission for review and approval.
  - f) A survey for the state-listed endangered brook floater was conducted in June 2008, no listed mussels were found. If the proposed project has not commenced by June 2010, the sponsor must coordinate with the Department of Game and Inland Fisheries (DGIF) to determine whether surveys need to be performed to ensure the protection or listed species known from Broad Run.
  - g) Adhere to a time of year restriction from April 15 through June 15 and August 15 through September 30 of any year for all in-stream work. Follow DGIF recommendations for work in and around Broad Run.

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)
Terry J. Page

(Typed Name)
Manager, Washington Airports
District Office

(Title)

#### PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct. 1 Executed this \_\_\_\_day of \_\_\_\_\_\_. City of Manassas (Name of Sponsor) (Signature of Sponsor's Designated Official (SEAL) Representative) By: (Type or Print Name of Sponsor's Designated Official Representative) Title: (Type or Print Title of Sponsor's Designated Official Attest: Representative) **CERTIFICATE OF SPONSOR'S ATTORNEY** \_\_\_\_\_, 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 sald Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof. Dated at \_\_\_\_\_this \_\_\_\_day of \_\_\_\_\_. (Signature of Sponsor's Attorney) (Attorney must sign and date same day or after sponsor execution date) 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. FAA Form 5100-37 (10-89) 7 of 30

## ASSURANCES Airport Sponsors

#### A. General.

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

#### B. Duration and Applicability.

- 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
- 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
- 3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 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.
- 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. <sup>1</sup>
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- d. Hatch Act -5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. 12
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f). 1
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c. 1
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a. 1
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Civil Rights Act of 1964 Title VI 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq. 1
- r. Power plant and Industrial Fuel Use Act of 1978 Section 403-2 U.S.C. 8373.1
- s. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq. 1
- t. Copeland Anti kickback Act 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq. 1
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

#### **Executive Orders**

Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 - Flood Plain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>

Executive Order 12898 - Environmental Justice

#### Federal Regulations

- a. 14 CFR Part 13 Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 Airport noise compatibility planning.
- d. 29 CFR Part 1 Procedures for predetermination of wage rates.
- e. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. 1
- f. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). 1
- g. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 New restrictions on lobbying.
- 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- 1. 49 CFR Part 24 Uniform relocation assistance and real property acquisition for Federal and federally assisted programs. 12
- m. 49 CFR Part 26 Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.
- o. 49 CFR Part 29 Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### Office of Management and Budget Circulars

- a. A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 Audits of States, Local Governments, and Non-Profit Organizations
  - These laws do not apply to airport planning sponsors.

These laws do not apply to private sponsors.
 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal

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.

assistance under Title 49, United States Code.

## 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 publicuse 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.
- Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
- 11. Pavement Preventive Maintenance. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
- 12. Terminal Development Prerequisites. For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
- 14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

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

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

## 18. Planning Projects. In carrying out planning projects:

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

## 19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition

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

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
- 20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- 21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

### 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- 23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing b. 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.
- Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which willmake the airport as self-sustaining 24. 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.

#### Airport Revenues. 25.

- All revenues generated by the airportand any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital a. 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:
  - If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or 1) provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

- airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections. It will:

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

- conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and 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
- 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 Stales 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 pused. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that
  - a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (courting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
  - 28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
    - 29. Airport Layout Plan.
      - a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

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and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
- 30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

### 31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, 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.

- For land purchased under a grant for airport development purposes (other b. 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 01/12/2012 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

- 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 38. 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.
- Competitive Access. 39.
  - 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 a. 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-
    - Describes the requests; 1)
    - Provides an explanation as to why the requests could not be 2) accommodated; and
    - Provides a time frame within which, if any, the airport will be able 3) to accommodate the requests.
    - 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 b. period prior to the applicable due date.



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

Updated: 4/16/2013

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

NUMBER	
70/7460-1k	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5050-4	Citizen Participation in Airport Planning
150/5050-8	Environmental Management Systems for Airport Sponsors
150/5060-5	Airport Capacity And Delay
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-19D	Guide for Airport Financial Reports Filed by Airport Sponsors
150/5200-12C	First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

JMBER	
150/5200-32A	Reporting Wildlife Aircraft Strikes
130/0200	Hazardous Wildlife Attractants On or Near Airports
100,000	Construction or Establishment of Landfills near Public Airports
150/5200-34A	Construction of Establishment of Education Wildlife Hazard Assessments and
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
150/5210-7D	Alrcraft 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
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FQD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning System (RIWS)
150/5220-9A	Aircraft Arresting Systems
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-160	Automated Weather Observing Systems(AWOS) for Non-Federal Applications

NUMBER	TULE .
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
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-228	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	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C	Surface Drainage Design
Change 1	
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport
Change 8	Pavement Surfaces
150/5320-15A	Management Of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

MBER	
150/5340-1K St	tandards for Alrport Markings
Change 1	egmented Circle Airport Marker System
130/04	
	itandards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	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	les is Soloctor Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
	Specification for Airport and Heliport Beacons
150/5345-12F	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of
150/5345-13B	
150/5345-26D	Airport Lighting Circuits  FAA Specification For L-823 Plug And Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
	Specification for L-853, Runway and Taxiway Retro reflective Markers  Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-39D 150/5345-42F	Specification for Airport Light Bases, Transformer Housings,
	Accessories Specification for Obstruction Lighting Equipment
150/5345-43G	C. Duruny and Taxiway Signs
150/5345-44)	2 (LID) Structures
150/5345-450	Taxiway Light Fixtures
150/5345-460	
150/5345-470	
150/5345-49	Specification L-854, Radio Control Equipment
150/5345-50	B Specification for Portable Runway and Taxiway Lights

NUMBER	
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 Ald to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-13 Change 1	Planning and Design Guidelines for Alrport TermInal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing 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
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

Opuated: 274/2010	
NUMBER	JIILE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

OMB Number: 4040-0004 Expiration Date: 03/31/2012

Application for Federal Assistan	ce SF-424	
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	<b>✓</b> New	
✓ Application	Continuation	* Other (Specify)
Changed/Corrected Application	Revision	
* 3. Date Received:	4. Application Iden	tifier:
5a. Federal Entity Identifier:	* 5b	. Federal Award Identifier:
State Use Only:		
6. Date Received by State:	7. S	tate Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Manass		
* b. Employer/Taxpayer Identification	Number (EIN/TIN):	*c. Organizational DUNS:
54-6001411 d. Address:		03-034-2448
* Street1: P.O. Box 560		
Street 2:		
* City: Manassas		
County:		
* State: Virginia		5. 90
Province:		
Country:		*Zip/ Postal Code: 20108
e. Organizational Unit: Department Name:		
•		Division Name:
Manassas Regional Airport		N/A
f. Name and contact information of pe	erson to be contacted on	matters involving this application:
Prefix: Mr.	First N	ame: Juan
Middle Name: E. * Last Name: Rivera		
* Last Name: Rivera   Suffix:		
Title:		
Airport Director		
Organizational Affiliation:		
N/A		
N/A		
* Telephone Number: 703-361-188	2	Fax Number: 703-257-8286
* Email: jrivera@ci.manassas.va	i.us	

OMB Number: 4040-0004 Expiration Date: 03/31/2012

Application for Federal Assistance SF-42	4
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 No	umber:
20.106	
CFDA Title:	
Airport Improvement Program	
12. Funding Opportunity Number:	
Title: Runway 34R Extension and Rel	ated Work - Package 2: Bridge Structure Extensions
13. Competition Identification Number:	
Title:	
14. Areas Affected by Project (Cities, Countie	es, States, etc.):
City of Manassas, Virginia	
Oily of Mariassas, Virginia	
* 15. Descriptive Title of Applicant's Project:	
Runway 34R Extension and Related	Work - Package 2: Bridge Structure Extensions (Construction)
Attach supporting documents as specified	in agency instructions.

OMB Number: 4040-0004 Expiration Date: 03/31/2012

Application fo	Federal Assistance SF-424
16. Congression	al Districts Of:
_	
* a. Applicant	0 * b. Program/Project: 10
Attach an addit	onal list of Program/Project Congressional Districts if needed.
15.5	
17. Proposed F	oject:
* a. Start Date:	9/30/13 * b. End Date: 10/31/14
18. Estimated	
*a. Federal	
*b. Applicant	\$3,099,245.00
*c. State	\$275,488.00
*d. Local	\$68,872.00
*e. Other	
*f. Program Inc	ome
*g. TOTAL	\$3,443,605.00
	ion Subject to Review By State Under Executive Order 12372 Process?
•	
a. This app	cation was made available to the State under the Executive Order 12372 Process for review on July 2013
b. Program	s subject to E.O. 12372 but has not been selected by the State for review.
	s not covered by E.O. 12372.
*20. Is the App	icant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)
☐ Yes	☑ No
21. *By signing	is application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements
herein are true	complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to complete
with any result	g terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject
me to criminal,	civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).
✓ **I AGREE	
** The list of oo	fications and assurances, or an internet site where you may shall this list is southing the the
agency specifi	fications and assurances, or an internet site where you may obtain this list, is contained in the announcement or
Authorized Re	
Prefix: Mr.	*First Name: Juan
Mr.	That raine. Juan
Middle Name:	
middle ( tairie.	<b></b>
*Last Name:	Rivera
	uroid
Suffix:	
*Title: Airpor	Director
'	
*Telephone No	mber: 703-361-1882 Fax Number: 703-257-8286
*Email: irive	a@ci.manassas.va.us
*Signature of	uthorized Representative: Date Signed: 8   6   3

## PART III - BUDGET INFORMATION - CONSTRUCTION

## SECTION A - GENERAL

- . Federal Domestic Assistance Catalog No.
- 2. Functional or Other Breakout

## SECTION B - CALCULATION OF FEDERAL GRANT

SECTION B - CALCULATION	Use only fo	r revisions	Total Amount
COST CLASSIFICATION	Latest Approved amount	Adjustment + or (-)	Required
	\$	\$	\$ 2,500.00
Administration expense	+		
Preliminary expense			
Land, structures, right-of-way			137,412.00
Architectural engineering basic fees			20,790.00
Other architectural engineering fees			218,497.00
Project inspection fees		+	
Land development			
Relocation expenses			
Relocation payments to Individuals and businesses			
10. Demolition and removal			3,064,406.00
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			3,443,605.00
14. Total (Lines 1 through 13)			
15. Estimated Income (if applicable)			3,443,605.00
16. Net Project Amount (Line 14 minus 15)			
turble Evolusions			
and a second sec			3,443,605.00
(Evolution Rehabilitation Grants)			3,099,245.00
- + Chara requested of line 19			3,099,245.00
Grants Requested (100 percent)			
21. Add Renabilitation Grants requested (Lines 20 & 21)			3,099,245.00
22. Total Federal grant requested (Lines 20 & 21)			68,872.00
23. Grantee share			275,488.00
24. Other shares 25. Total project (Lines 22, 23, & 24)	\$	\$	\$3,443,605.

FAA Form 5100-100 (8-03) SUPERSEDES FAA FORM 5100-100 (6-73)

SECTION C - EXC	LUSIONS	
26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
С.		
d.		
е.		
f.		
g. Totais	\$	\$
SECTION D - PROPOSED METHOD OF FI	NANCING NON-FE	EDERAL SHARE
27. Grantee Share		\$ 68,872.00
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		68,872.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. Total – Grantee Share		68,872.00
28. Other Shares		
a. State		275,488.00
b. Other		
c. Total Other Shares		275,488.00
29. TOTAL		\$ 344,360.00
29. TOTAL		

FAA Form 5100-100 (9-03) SUPERSEDES FAA FORM 5100-100 (8-73)

# PART IV PROGRAM NARRATIVE

(Suggested Format)

OMB NO. 2120-0569

ARTIMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION	7
ARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION  OJECT: Runway 34R Extension & Related Work - Package 2: Bridge Structure Extensions (Construction)	-
OJECT: Runway 34R Extension of North	
RPORT: Manassas Regional Airport  Objective: his project is to extend the existing Runway 16L-34R bridge structure to the limits of the Runway Safety Area and extending project is to extend the existing Runway 16L-34R bridge structure to the limits of the Taxiway Safety Area, The bridge structures are located at the existing Taxiway "B" bridge structure to the limits of the Taxiway Safety Area, The bridge structures are located at the existing Taxiway "B" bridge structure to the limits of the Runway Safety Area, The bridge structures are located at the existing Taxiway "B" bridge structure to the limits of the Taxiway Safety Area, The bridge structures are located at the existing Taxiway "B" bridge structure to the limits of the Runway Safety Area and extending the structure to the limits of the Runway Safety Area, The bridge structures are located at the existing Taxiway "B" bridge structure to the limits of the Taxiway Safety Area, The bridge structures are located at the existing Taxiway "B" bridge structure to the limits of the Taxiway Safety Area, The bridge structures are located at the existing Taxiway "B" bridge structure to the limits of the Taxiway Safety Area, The bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the existing Taxiway "B" bridge structures are located at the exi	t
Benefits Anticipated: The extension of the extisting bridge structures will provide enhanced safety forpilots and bring the airport in to complie with FAA runway and taxiway safety area criteria.	ince
3. Approach: (See approved Scope of Work in final Application)	
4. Geographic Location: On Manassas Regional Airport property where Broad Run crosses Runway 16L-34R and Taxiway "B". The project of Manassas Regional Airport property where Broad Runway 16L-34R and both sides of Taxiway "B". extend the existing bridge structure on both sides of Runway 16L-34R and both sides of Taxiway "B".	vill
5. If Applicable, Provide Additional Information:	
	,
6: Sponsor's Representative: (incl. address & tel. no.)	
Mr. Juan Kivera	
Manassas Regional Airport	
Manassas, Virginia 20108 Tel; (703) 361-1882 Fax: (703) 257-8286	PA

FAA Form 5100-100 (9-03) SUPERSEDES FAA FORM 5100-100 (6-73)

## **Grant Cost Summary - Runway Extensions Only**

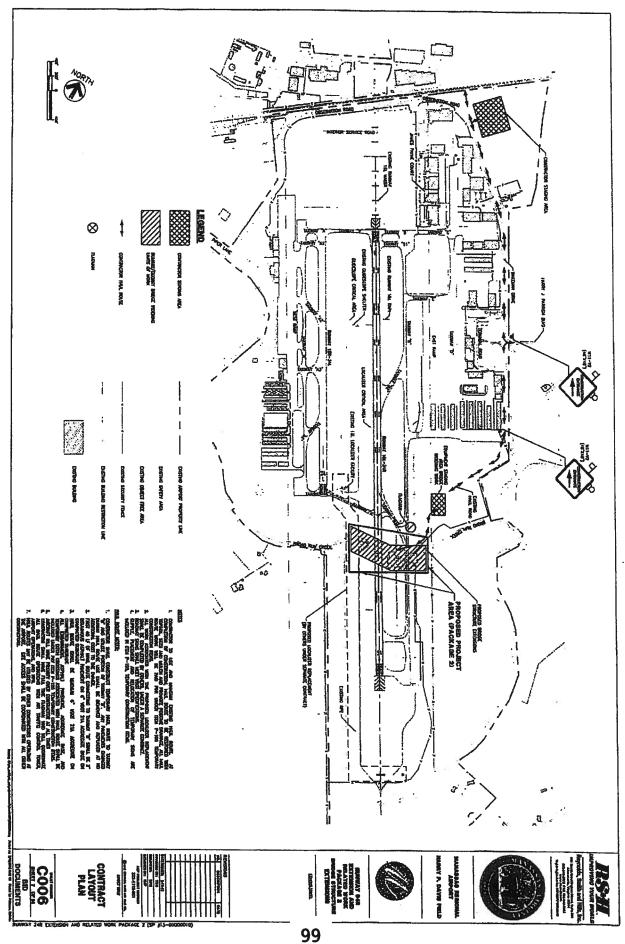
Runway 34R Extension & Related Work - Package 2: Bridge Structure Extensions Manassas Regional Airport AIP Project No. 3-51-0030-

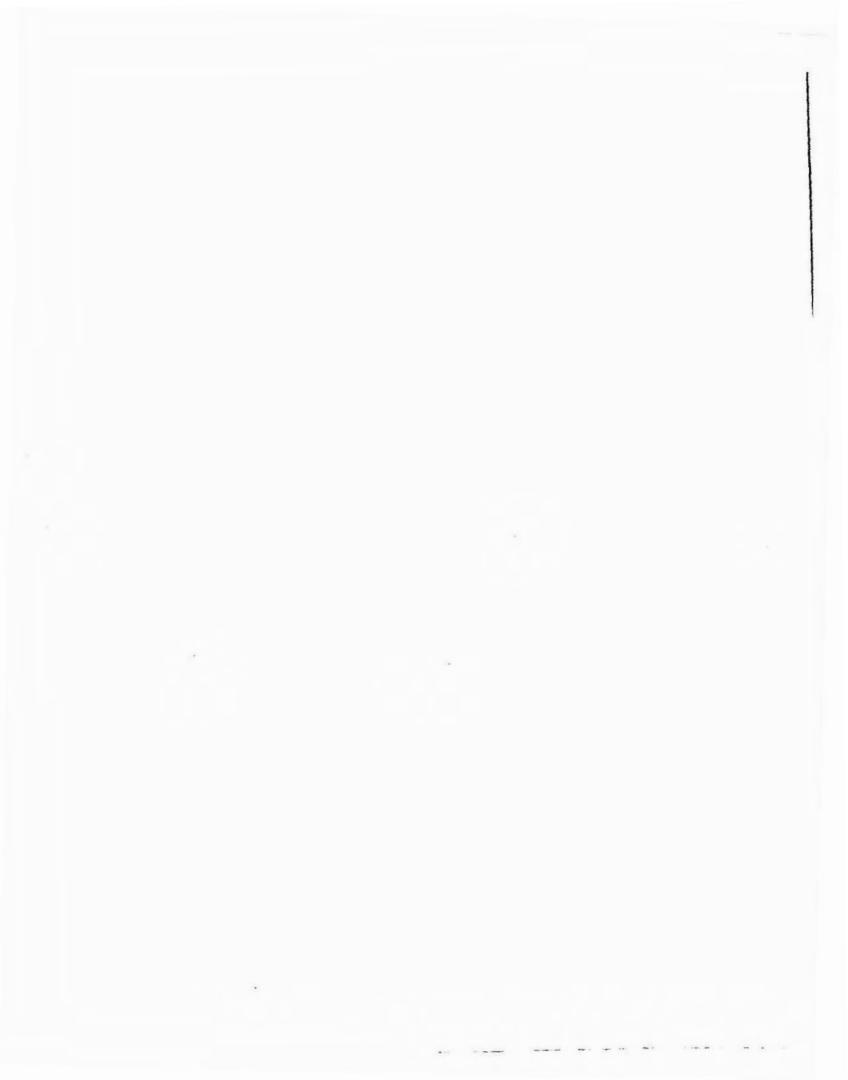
Grant Summary			
FAA	\$3,099,244.50		
DOAV	\$275,488.40		
Local	\$68,872.10		
TOTAL	\$3,443,605.00		

Cost Classification	Budget	Cost to Date	%	FAA Shar	e DO	AV Share	Loca	I Share
1.) Administrative Expense				*				
Admin Expenses / IFE	\$2,500.00		0.0%	\$ -	\$	-	\$	
Sub-Total	\$2,500.00		0.0%	\$ -	\$	-	\$	-
6.) Engineering Basic Fees								
Reynolds, Smith & Hills	\$137,412.00		0.0%		\$		\$	
Sub-Total	\$137,412.00		0.0%	\$ -	\$	-	\$	-
6.) Engineering Basic Fees								
Reynolds, Smith & Hills(Suppl. Design)	\$20,790.00		0.0%		\$	•	\$	
Sub-Total	\$20,790.00		0.0%	\$ -	\$	-	\$	-
7.) Project Inspection Fees								
Reynolds, Smith & Hills	\$218,497.00		0.0%	\$ -	\$	-	\$	-
Sub-Total	\$218,497.00	<u>_</u>	0.0%	\$ -	\$	•	\$	-
8.) Construction								
Sargent Corporation	\$3,064,406.00		0.0%	\$ -	\$	-	\$	
Sub-Total	\$3,064,406.00		0.0%	\$ -	\$	**	\$	-
TOTAL	\$3,443,605.00		0.0%	\$ -	\$	•	\$	
Previous Application			0.0%	\$ -	\$	-	\$	-
Current Application			0.0%	\$ -	\$	-	\$	-

					1	Sar	gent Co	rpor	ation
	_	Bridge Extensions Only							
Analy	nalysis - Runway Bridge Extensions Only  WORK ITEM DESCRIPTION		UNIT	QUANTIT	YUN	IT P	PRICE AMOUNT		TNUC
TEM	SPEC REFER.	WORKTEW	_		+				
NO.	INC. LIV.			<del></del>	-   5	272	,000.00 \$		272,000.00
		MOBILIZATION AND GENERAL CONDITIONS	LS	1 1	5		2,900.00		42,900.00
1	P-100-3.1	SAFETY AND SECURITY	LS	+	15		5,200.00		15,200.00
2	P-102-10.1	SAFETY AND SECONDTI	LS		-   š		1,700.00	;	11,700.00
3	P-103-4.1	PROJECT SURVEY AND STAKEOUT	LS	1-1-	-\ <del>*</del>			5	86,265.00
4	P-104-5.1	TEMPORARY CONSTRUCTION ITEMS	LS	1	3			S	1,900.00
5	P-105-5.1	EROSION AND SEDIMENTATION CONTROL	LS	1 1	-   \$			S	2,047.50
6	P-156-5.1		LF	1,638	\$			s	250.00
7	P-156-5.2	SILT FENCE	EA	2	- 13		120.00	Š	10,934.50
8	P-156-5.3	INLET PROTECTION	LF	1,151	-   8	_	200,00	Š	400.00
9	P-156-5.4	TURBIDITY CURTAIN	EA	2			495.00	Š	185,825,00
10	P-156-5.5	TEMPORARY ROCK CHECK DAM	CY	335	- 1		685.00	S	5,480.00
11	VDOT 404-1	CLASS A3 CONCRETE SUBSTRUCTURE	CY	8		\$	17,340.00	S	1,005,720.00
12	VDOT 404-2	CLASS A3 CONCRETE (CURB)	EA				1.40	<u> </u>	36,400.0
13	VDOT 405-1	PRESTRESSED CONCRETE BOX BEAM 4'x2-9" x (50")	LB	26,000		\$		_	840.0
14	VDOT 406-1	CCR STEEL REINFORCEMENT (SUBSTRUCTURE)	L.B	5 600		\$	1.40		44,700.0
15	VDOT 408-2	CCR STEEL REINFORCEMENT (CURB)	LS	1		\$	44,700.00		14,250.0
16	VDOT 413-1	DEMOLITION/REMOVAL OF EXISTING STRUCTURE	TO	N 250		\$	57.00		203,000.0
17	VDOT 414-1	DRY RIPRAP (CLASS II)	TC	N 3,50		\$	58.00	<del></del>	35,000.0
18	VDOT 414-2	DRY RIPRAP (CLASS III)	s	Y 700		\$	50.00		6,000.0
19	VDOT 415-1	4" CONCRETE SLOPE PAVEMENT	8	Y 300		\$	20.00		946.620.
20	VDOT 416-1	WATERPROOFING		F 8,76	5	\$_	108.00	_	5,760.
21	VDOT SP	MSE WALLS (RETAINING STRUCTURE)		C 4		\$	1,440.0	_	5,700.
22	T-901-5.1	SEEDING	- 8	Y 1,3	0	\$	3.9		80,850
23	T-904-5.1	SODOING		CY 2,1	00	\$	38.5		1,040
24	T-905-5.1	TOPSOILING		AC 4		\$	260.0		13,000
25	T-908-5.1	MULCHING		LS		\$	13,000.0	0   \$	13,000
26	L-104-6.1	TEMPORARY AIRFIELD LIGHTING REMOVAL OF EXISTING AIRFIELD LIGHT FIXTURE, HANDHO REMOVAL OF EXISTING AIRFIELD ON PROJECT PLANS	OLES,	LS		\$	6,400.0	ю <b> </b> \$	6,400
	L-105-7.1	CONDUIT & CABLE AS IDENTIFIED ON PROJECT PLANS		LF 2,	160	\$	2.	35 \$	7,01
27	L-108-5.	CONDUIT CONDUCTOR EPR			40	s	13.	85 s	3.27
	L-108-5.	2/C NO. 2 AWG, 5KV, MV-100 OCT PANK OR COND	דוט	1.5	45	15	6	80 \$	
29	<u> </u>	THE PROPERTY OF THE PROPERTY O	H	<u> </u>	100	*   S		.00 8	
30	L-108-5.			L		<del>                                     </del>		.00	
31	L-110-5.		URIED		145	-\rightarrow{\sigma}{s}		20	
32	L-110-5.	TO THE STATE OF THE PROPERTY O			100	- 13		-	1,9
33	L-110-5	THE PARTY WANDED		EA	1	-   3			s 12,1
34	L-115-5	- SURFACE MOUNTED		EA	8	19	1,02		
35	L-120-5	1 L-810 LED OBSTROOTION CO.							\$ 3,064,4

TOTAL - RUNWAY BRIDGE EXTENSIONS ONLY





## AGENDA STATEMENT PAGE NO. 10/ ITEM NO. 4 **MEETING DATE:** October 2, 2013 - Finance Committee TIME ESTIMATE: 5 Minutes Resolution R-2014-08 Authorizing the Purchase of Replacement Bushings at Prince AGENDA ITEM TITLE: William Substation DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL: N/A **SUMMARY OF** Staff is requesting approval to purchase three (3) replacement bushings for the Prince ISSUE/TOPIC: William Substation transformer. Research indicates that the current bushings have an above average failure rate which results in below average life expectancy for this piece of equipment. This resolution will authorize the purchase of equipment/machinery capital items for Prince William Substation as required by City Council Policy Statement #P-2009-02. **STAFF** RECOMMENDATION: Approve Resolution R-2014-08 **BOARD/COMMISSION/** COMMITTEE: September 12, 2013 – Utility Commission RECOMMENDATION: X Approve Disapprove Reviewed See Comments

Disapprove Reviewed See Comments

STAFF: Tarek Aly, Deputy Director of Electric, (703) 257-8476

Approve

CITY MANAGER:

**COMMENTS:** 

DISCUSSION (IF NECESSARY):

IMPACT:

**BUDGET/FISCAL** 

\$63,000 is available in the Electric Fund's FY 2014 Operating Budget

MOTION:	October 21, 2013 Regular Meeting				
SECOND:	Resolution #R-2014-08				
RE: PROCUREMENT OF REPLACE SUBSTATION	MENT BUSHINGS AT PRINCE WILLIAM				
WHEREAS, three (3) bush are in need of replacement; and	ings at the Prince William Substation transformer				
WHEREAS, the cost of each of approximately \$63,000; and	h bushing is approximately \$21,000 for a total cost				
WHEREAS, City Council Is for the purchase of any capital asset not spec	Policy #P-2009-02 requires City Council approval cially identified in the budget process.				
	IT RESOLVED that the Manassas City Council ement bushings at Prince William Substation.				
	Harry J. Parrish, II Mayor On behalf of the City Council Of Manassas, Virginia				
ATTEST:					
Andrea P. Madden City Clerk					
Votes: Ayes: Nays: Absent from Vote: Absent from Meeting:	12				



# ABB Inc. QUOTATION FORM

ABB Inc, Alamo Tennessee 1133 South Cavalier Drive Alamo, TN 38001-3813, USA Phone: (800) 955-8399

(731) 696-5561

Fax: (731) 696-5377

Quotation for Transformer Components

Customer CI Manassa VA

Reference 230kv bushings

Date July 2, 2013

Quotation 130702BA03

## Dear Steve Bartee,

We are pleased to provide you with the following quotation:

Quote No 130702BA03	Item 1	Item 2
Quantity	3	3
Bushing Style No	2GHV005884A	8228C48H04
Bushing Drawing	2GHV005884	
Bushing Type	RTF 230-900/800 KSI	Crimp Draw Lead Connector
System Voltage kV	230	
BIL kV	900	
Rated Current A	800	
Creep		
CT Space		······································
Color		
Max Altitude		
Mounting		
Net Price Each	\$18,500	\$250
		AL MARKET PROPERTY.
Leadtime ExWorks	Shipment 2 weeks	Shipment 2 weeks

## **TERMS & CONDITIONS**

	1*	

## AGENDA STATEMENT

PAGE NO. 105

ITEM NO.

**MEETING DATE:** 

October 2, 2013 - Finance Committee

TIME ESTIMATE:

2 Minutes

AGENDA ITEM TITLE:

Resolution 2014-19-R Amending the FY 2014 Budget by Budgeting and Appropriating \$20,000 from the Federal Government Passed Through the Virginia State Police for the

Internet Crimes Against Children Task Force

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL:

N/A

**SUMMARY OF** ISSUE/TOPIC:

The Virginia State Police funded this position through an ARRA grant for FY 2010 and FY 2011, and offered \$20,000 in reimbursement for FY 2012, FY 2013, and FY 2014. The Police Department recently received a letter from the Virginia State Police offering an additional subaward in the amount of \$20,000 for FY 2014, bringing total grant funds for FY 2014 to \$40,000. This additional funding will be used to offset the ICAC related costs (salaries, overtime, etc.) as outlined in the Interagency Agreement with the Virginia State

Police.

This resolution will budget and appropriate an additional \$20,000 of Federal Grant revenue

in the General Fund.

STAFF

RECOMMENDATION:

Approve Resolution 2014-19-R

**BOARD/COMMISSION/** 

COMMITTEE:

Approve Disapprove Reviewed See Comments RECOMMENDATION: **CITY MANAGER:** Approve Disapprove Reviewed See Comments

**COMMENTS:** 

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL

IMPACT:

\$20,000 - Federal Grant Revenue

STAFF:

Captain Tina P. Laguna, (703) 257-8005

## RESOLUTION 2014-19-R

## Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 21<sup>st</sup> day of October, 2013, that the following funds be budgeted and appropriated as shown.

ACCOUNT NO.		AMO	DUNT	
GENERAL FUND Revenues:				
100-0000-333-18-47	Federal Grant - ICAC Task Force	\$	20,000	
Expenditures:				
100-1847-421-11-00 100-1847-421-20-00	100-1847-421-11-00 ICAC Officer Salary			
100-104 <i>1-</i> 421-20-00	ICAC Officer Benefits	\$	8,000	
For: Second ICAC Task For	rce Federal Grant			
This resolution shall tak	e effect upon its passage.			
2		Harry J. Parrish II MAYOR On Behalf of the City Council of Manassas, Virginia		
ATTEST:				
Andrea P. Madden	City Clerk			



Colonel W. S. (Steve) Flaherty
Superintendent
(804) 674-2000

# COMMONWEALTH of VIRGINIA

Lt. Col. Robert B. Northern Deputy Superintendent

### DEPARTMENT OF STATE POLICE

P. O. BOX 27472, RICHMOND, VA 23261-7472 September 10, 2013

Douglas W. Keen, Chief of Police Manassas City Police 9518 Fairview Avenue Manassas, VA 20110

### Dear Chief Keen:

Over the past two years, Detective Dave Abbott has represented your agency in an exemplary manner as a full-time member of the Northern Virginia/District of Columbia Internet Crimes Against Children Task Force (NOVA/DC ICAC). Since joining the task force, Detective Abbott has been actively engaged in all aspects of the operation and has been afforded numerous training opportunities. In addition to providing some additional funding, I also wanted to take this opportunity to provide an overview of training, education, and equipment afforded to Detective Abbott as a full-time task force member.

The NOVA/DC ICAC supports Detective Abbott in the form of his computers, software, re-certifications, subscriptions in support of his assigned equipment, digital investigative tools, equipment replenishment, and the continuing education for the investigation of emerging technologies. More specifically, he has received the following support at no cost to your agency.

### **Training**

- NW3C Trainings
  - o Cell Phone Forensics
  - Network & Wireless Forensics
  - Basic Data Recovery Acquisition
  - Apple Devices Data Recovery
  - o Intermediate Data Recovery Acquisition
  - STOP 101 Preview tactics
  - o Identifying Seizing Elec. Evidence (ISEE) Instructors Course

o Total: \$25,000

- Fox Valley Technical College
  - o Online Undercover Investigations
  - Peer to Peer Investigations

- o National ICAC Conference for Continuance Training Symposium
- o Dallas Crimes Against Children Conference
- o P2P Trainings (ARES, Emule, EpHex, CPS, RoundUp, etc)
- Cybertip Investigations Course
- o Basic Online Technical Skills Course (Social Media and Apps)

o Total: \$38,000

- Katana Forensics
  - o Training Certification Course by Katana Forensics

Total: \$2,500

- CEICS Symposium
  - Travel/Lodging
  - Registration
  - o Certification Fees

Total: \$8,000

- Access Data (FTK)
  - Boot Camp Certification
  - o Registration Fees

Total: \$7,650

### **Equipment and Software:**

Laptops Mac Book Pro and Dell Work Station

\$10,000

Fujitsu Progressive Scanner

\$1,200

- Lantern Software
- FTK 5.0
- BK Forensics
- CelleBrite
- CelleBrite Renewal
- Encase 7.0
- Equipment Warranties
- Peripheral Software (MS Office, Mac Office, Network, IT Dev)
- Specialty Software (Camtasia Bundle, Antiviral, Apple Apps, Virtual Machine Windows OS etc)
- Peripheral items (cables, adapters, portable storage, I/O attachments, PC Components etc)
- Community Outreach Equipment

\$48,990

Total: \$60,190

(Annual recurring costs: \$25,010)

**Grand Total: \$141,340** 

September 10, 2013 Page 3 of 3

Additionally, as a full-time task member of the task force, Detective Abbott remains under the task force umbrella where the above funding and services are provided regularly in support of your agency at no cost. In addition to the funding and ongoing support, Detective Abbott has been granted Special State Police Authority. The Superintendent has only granted this authority to four task force members with the understanding that they maintain their full-time status. While ordinarily, full-time status translates to a five-day workweek, I have been able to get a waiver for the NOVA/DC ICAC; thereby, permitting full-time status to be defined as a minimum of three workdays.

Again, we appreciate your continued partnership. Detective Abbott's work is extraordinary and he is a true ambassador for your agency and the task force as a whole. Please find enclosed an additional sub-award agreement for \$20,000 that when combined with your previous award brings the total to \$40,000. As before, please sign and return the agreement and the funds will be immediately available for draw down.

It is apparent that our joint investment in this very worthwhile endeavor has produced tremendous results for all involved. Your support and commitment to the success of this joint venture is greatly appreciated and I look forward to the opportunity to continue our partnership.

Should you have questions or need additional details, please feel free to contact me at 804-674-2767.

Sincerely.

Captain Kirk S. Marlowe Division Commander

Bureau of Criminal Investigation High-Tech Crimes Division

KSM/icb

C: Lieutenant Colonel Herman C. Davis

### **INTERAGENCY AGREEMENT**

### **Between The**

Virginia State Police for the Northern Virginia / District of Columbia (NOVA/DC) Internet Crimes Against Children Task Force (ICAC)

And Manassas City Police Department Under A Grant From

The Office of Juvenile Justice and Delinquency Prevention

### September 9, 2013

This Interagency Agreement ("IA") is entered into by the Virginia State Police (VSP) and the Manassas City Police Department.

WHEREAS, the VSP has been designated as the recipient of grant funds (grantee) by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), for the purpose of detecting, investigating, and preventing internet crimes against children; and

WHEREAS, the Manassas City Police Department (sub-grantee) has provided ongoing expertise and assistance with these activities and efforts in previously funded ICAC Program grants managed by VSP; and

WHEREAS, it is the express intent of both VSP and Manassas City Police Department, as well as OJJDP that this partnership continues especially as it relates to a sworn investigator who is highly trained and experienced in the field of child pornography and child exploitation investigations or who possesses the potential for expertise; and

WHEREAS, OJJDP will provide VSP with additional grant funds for this program, of which VSP intends to allocate a maximum of \$20,000 to offset the ICAC related costs (salaries, overtime, vehicle expenses, equipment, training, etc.) of one (1) full-time sworn investigator over the 2013/2014 fiscal period; expiring June 30, 2014; and

WHEREAS, the VSP has the authority to execute this IA including any amendments and/or revisions thereof in order to distribute funds provided under this grant in a manner consistent with the intent of said award and in furtherance of the ICAC program administered by the United States DOJ/OJJDP.

**NOW THEREFORE**, it is agreed by the parties hereto that:

- A. Manassas City Police Department shall assign one (1) sworn investigator on a full-time basis to the ICAC project through June 30, 2014.
- B. Manassas City Police Department shall invoice VSP on a quarterly basis for an amount not to exceed \$5,000 per quarter, while the investigator is assigned to the ICAC project. (Last quarter reimbursement must be made prior to May 15, 2014 This is to ensure accounting reconciliation) Exceptions to the per-quarter threshold may be granted on a case-by-case basis by the NOVA/DC ICAC Commander. Further, should additional funds become available during the agreed upon period, this agreement may be amended by written correspondence from the NOVA/DC ICAC Commander to permit the expenditures of the additional funds.

- C. VSP shall make every effort to process the invoices in a timely manner and consistent with prompt payment procedures, so that Manassas City Police Department is reimbursed at the agreed-upon rate and as soon after the conclusion of the reporting quarter as feasible. Reimbursement to Manassas City Police Department will be limited to actual expenses documented and submitted to VSP. All reimbursement requests shall be accompanied by original receipts for previously approved ICAC-related expenditures and a properly executed invoiced signed by the officer or the officers executing this agreement; and shall be submitted to Captain Kirk S. Marlowe, Virginia State Police P.O. Box 27472 Richmond, Virginia 23261. Additional supporting documentation shall be made available by Manassas City Police Department upon request to comply with grant documentation requirements and/or audits. The grantee (VSP) is responsible for submitting quarterly reports to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) at the conclusion of the quarter. Accordingly, required Performance Measure documentation must be submitted to the ICAC Task Force Coordinator by the 10<sup>th</sup> day of the last month of each quarter in order for Manassas City Police Department to receive reimbursement.
- **D.** Manassas City Police Department, as a sub-grantee agrees to comply with performance measure reporting requirements as it relates to the assigned sworn investigator. While it is anticipated that the duration of this grant funding will enable state and local governments to staff the agreed upon position, it is not a requirement of this grant for the grantee or sub-grantee to maintain this position upon the cessation of funding.
- E. Manassas City Police Department, as a sub-grantee, agrees to comply with any additional requirements or special conditions which OJJDP may require. Manassas City Police Department agrees to comply with any "sub recipient monitoring" and financial reporting requirements that VSP may require including timesheet documentation for the assigned sworn investigator. A certification that all reimbursed expenses are grant funded and dedicated for ICAC purposes shall be submitted with the quarterly invoice and/or payroll documentation.
- F. This IA may be modified only by a written document signed by all parties, and no oral understanding or agreement shall be binding on the parties.
- G. In the event the grant is terminated by OJJDP or the participation of Manassas City Police Department is altered substantially, this IA shall become null and void.

Captain Kirk S. Marlowe	Date
Virginia State Police	
( ) onles W. Leo	9/17/13
Douglas W. Køen, Chief	Date /
Manassas City Police Department	

### AGENDA STATEMENT

PAGE NO. 1/3

ITEM NO. 6

**MEETING DATE:** 

October 2, 2013 - Finance Committee

TIME ESTIMATE:

2 Minutes

**AGENDA ITEM TITLE:** 

Resolution 2014-20-R Amending the FY 2014 Budget by Budgeting and Appropriating \$17,359 for the Commonwealth of Virginia, Department of Motor Vehicle's FY 2014

Selective Enforcement Grant

**DATE THIS ITEM WAS** LAST CONSIDERED BY COUNCIL:

N/A

**SUMMARY OF** ISSUE/TOPIC:

The Police Department has received a grant award notice from the Commonwealth of Virginia, Department of Motor Vehicles (DMV) for the FY 2014 Selective Speed Enforcement Project in the amount of \$17,359 with a \$8,680 (50%) in-kind local match.

Funds from the grant will be used to fund the following: officers' overtime to work specialized traffic enforcement details targeting aggressive drivers, speeding, occupant protection, etc., and the purchase of one (1) handheld LIDAR speed measurement device. The required local match will be paid as fuel & vehicle maintenance for the patrol vehicles used during traffic enforcement details. The match funds are available in the Police Department's FY 2014 Budget.

This resolution will budget and appropriate \$17,359 of State Grant Revenue in the General Fund.

**STAFF** 

RECOMMENDATION:

Approve Resolution 2014-20-R

BOARD/COMMISSION/

**COMMITTEE:** 

RECOMMENDATION:

Disapprove Reviewed See Comments Approve Approve Disapprove Reviewed See Comments

COMMENTS:

DISCUSSION (IF NECESSARY):

CITY MANAGER:

**BUDGET/FISCAL** 

\$17.359 - State Grant Revenue

IMPACT:

\$ 8,680 - Local Match Available in Police Department's FY 2014 Budget

\$26,039 TOTAL FY 2014 DMV Grant

STAFF:

Captain Tina P. Laguna. (703) 257-8005

### RESOLUTION 2014-20-R

### Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 21<sup>st</sup> day of October, 2013, that the following funds be budgeted and appropriated as shown.

ACCOUNT NO.			<b>AMOUNT</b>		
GENERAL FUND Revenues:					
100-0000-333-18-18	FY 2014 DMV Grant	\$	17,359		
Expenditures:					
100-1701-421-62-00	Supplies	\$	(8,680)		
100-1818-421-39-00	Local Match - Purchased Services	\$	8,680		
100-1818-421-16-00	Grant - Overtime	\$	17,359		
	Total Expenditures	\$	17,359		

For: FY 2014 DMV Grant

This resolution shall take effect upon its passage.

Harry J. Parrish II MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:	
Andrea P. Madden	City Clerk



Purpose:

Virginia's Highway Safety Program Subgrantees use this form to certify and assure that they will fully

comply with all terms of the Highway Safety Grant Agreement.

Instructions:

Signature

Subgrantees must read the contract, complete all applicable information on the first page, initial the

subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subgrantee: **Manassas City** Selective Enforcement - Speed **Project Title:** Project Number/CFDA Number: SC-2014-54130-5378-20.600 **Grant Award Amount** \$17,359.00 U.S. Department of Transportation National Highway Traffic Safety Source of funds obligated to this award: Administration From October 1, 2013, or the date the Highway Safety Grant Agreement is Period of Performance for this project (hereinafter "Grant Period"): signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2014. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE **NOVEMBER 5, 2014.** 

In performing its responsibilities under this Highway Safety Grant Agreement, the Subgrantee certifies and assures that it will fully comply with the following:

- · Applicable Department regulations and policies and state and federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- · General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subgrantee's signature below indicates that the Subgrantee has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification; the attached Statement of Work and Special Conditions; the attached General Terms and Conditions; the attached Project Budget; the Subgrantee's proposal; and the letter awarding the grant to the Subgrantee constitutes the entire agreement between the Department and the Subgrantee, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by federal laws, regulations, or policies (2) applicable state laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subgrantee's proposal; and (8) grant award letter.

# SIGNATURES OF AUTHORIZED APPROVING OFFICIALS For Subgrantee: John Saunders Name and Title of Project Director (print) Name and Title of Authorized Approving Official (print) Signature Name and Title of Authorized Approving Official (print) Subgrantee's DUNS Number 030342448 Does your locality/legal entity expend \$500,000 or more annually in total federal funds? (check one) Yes No

115

Date



# Department of Motor Vehicles Grant Budget Lines

	Grant Budget Lines	at Lines		۵	Date Run: 30- JUL- 2013	2013
SC-2014 - 54130 .	SC-2014 - 54130 - 5378 - Manassas City PM:	PM: Weakley, Bob	Project Dir	ector Initials	Project Director Initials OND Date 8 27 13	27 13
Category	Line Item Desc	Gêy.	individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Approximately 400 OT hours @ \$40.00 per hour for speed selective enforcement	Ve	16,000.00	16,000.00	16,000.00	0.00
Other Direct Costs			8,680.00	8,680.00	0.00	8,680.00
Equipment	One Handheld Radar	en en roma de desta construiren en estado en estado en estado en estado en entra entra en entra en entra entra en entra en entra ent	1,359.00	1,359.00	1,359.00	0.00
man de es estados esta	The Company of the second seco		Total:	26,039.00	17,359.00	8,680.00

Sub Grantee Name: MANASSAS CITY Project #: 5C-2014-54130-5378-20. 600

### STATEMENT OF WORK AND SPECIAL CONDITIONS

- 1. Goals and Specific Program Elements. The goals and specific program elements of the sub grantee's proposal are incorporated as the first item in this Statement of Work and Special Conditions.
  - a. List Specific Program Elements:

For October 1, 2013 through December 31, 2013

Estimated on number of overtime hours to be used

Estimated \_Ø\_\_ number of checkpoints

Estimated 20 number of saturation patrols

For January 1, 2014 through March 31, 2014

Estimated 60 number of overtime hours to be used

Estimated \_\_\_\_\_\_\_ number of checkpoints

Estimated 15 number of saturation patrols

For April 1, 2014 through June 30, 2014

Estimated 128 number of overtime hours to be used

Estimated <u>Ø</u> number of checkpoints

Estimated 32 number of saturation patrols

July 1, 2014 through September 30, 2014

Estimated 132 number of overtime hours to be used

Estimated <u>Ø</u> number of checkpoints

Estimated 33 number of saturation patrols

Project Director

nitial

Sub G	`ront	ee Name: MANASSAS CITY Project #: 5C-2014-54130-5378-20.6
Sub G	21 (4) 111	Project #: 3C-2014-54130-5378-30.6
Goals	and	Specific Program Elements, continued
	b.	To conduct a minimum of checkpoints and/or saturation patrols for the Click It or Ticket Mobilization in May 2014.
	C.	To conduct a minimum of <u>B</u> checkpoints and/or <u>E</u> saturation patrols for the Checkpoint Strike Force Campaign.
	d.	To have 1 number of sworn officers attend 1 number DMV approved traffic safety related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).
	e.	Increase from number of radar units in active use from <u>33</u> to <u>33</u> . (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2014).
	f.	Increase from number of breath testing units in active use from 32 to 32. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2014).

Project Director S Date

Sub Grantee Name: MANASSAS CITY F	Project #: SC-2014-54130-5378-20.600
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1 The sub grantee must contribute to the overall State Highway Safety Plan goals.

### SPEED

- GOAL: To decrease speed-related fatalities by 2% from the 2012 calendar base year of 262 to 257 by December 31, 2014.
- BASED ON SPEED RELATED CRASH DATA (using crash data for VAHSO or other approved local crash information):

The remaining 30% percent of selective enforcement activities are to be conducted between the hours of 37.M. TO 107.M. MD JA.M. TO 7A.M. with special emphasis on the following days of the week: Tubbay / Friday / Sunday ...

The remaining 30% percent of selective enforcement hours may be scheduled during other approved identified high-crash time periods.

- Enforcement is to be conducted using data-identified problem locations.
- Grant funded equipment must be ordered by December 31, 2013, and put in service by March 31, 2014.
- All sub grantees must submit a completed monitoring report (TSS 14-A) to their DMV Program Manager by specific assigned dates.
- Sub grantees must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Proint Director

8 27 13 Date

### Area: Speed

### **Jurisdiction: Manassas City**

### **Speed-Related Fatal Crashes and Speed-Related Serious Injury Crashes**

S/R Crash Data

CY 2011 - 15

CY 2012 - 13 (-13%)

Time period with highest number of s/r crashes

In CY 2011

3:00pm-5:59pm

6:00pm-8:59pm

(53% of s/r total crashes)

In CY 2012

6:00pm-8:59pm

3:00am - 5:59am

(47% of s/r total crashes)

Day of week(s) with highest number of s/r crashes:

In CY 2011

Saturday Friday Sunday

(87% of total s/r crashes)

In CY 2012

Tuesday Friday Sunday

(73% of total s/r crashes)

Month(s) with highest number of s/r crashes:

In CY 2011

April June May

(47% of s/r total crashes)

In CY 2012

March November January (60% of s/r total crashes)

**Manassas Speed Related Crashes** 

2011

Interstate Crashes Non-interstate Crashes

Serious Injury

Virginia Highway Safety Office

2012

### Calendar Year 2011

### Calendar Year 2012

lurisdiction	Troage	erast Strain	Serious Junity Crastilia
MANASSAS	WELLINGTON RD	HAMPTON RD	1
MANASSAS	WELLINGTON RD	CLOVERHILL RD	1
MANASSAS	WELLINGTON RD	None	1
MANASSAS	WATERFORD DR	None	1
MANASSAS	TANEY RD	MAURY LN	1
MANASSAS	SIGNAL HILL RD	NITTANY DR	1
MANASSAS	QUARRY RD	None	1
MANASSAS	PRINCE WILLIAM ST	None	1
MANASSAS	PLANTATION LN	None	1
MANASSAS	NITTANY DR	SIGNAL HILL RD	1
MANASSAS	LIBERIA AVE	POINT OF WOODS DR	1
MANASSAS	LIBERIA AVE	None	1
MANASSAS	GRANT AVE	PORTNER AVE	1
MANASSAS	GODWIN DR	None	1
MANASSAS	CENTREVILLE RD	PHOENIX DR	1

turndiction .	Street	Cross Street	Serious Injury Crasnes
MANASSAS	LIBERIA AVE	EUCLID AVE	2
MANASSAS	LIBERIA AVE	None	2
MANASSAS	STONEWALL RD	WASHINGTON AVE	1
MANASSAS	MCRAE CT	None	1
MANASSAS	LIBERIA AVE	CENTREVILLE RD	1
MANASSAS	GRANT AVE	MOSBY ST	1
MANASSAS	GRANT AVE	None	1
MANASSAS	DUMFRIES RD	WELLINGTON RD	1
MANASSAS	CENTREVILLE RD	LIBERIA AVE	1
MANASSAS	CENTREVILLE RD	BREEDEN AVE	1
MANASSAS	BONHAM CIR	None	1

## HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

- 1. Purpose and Background. The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 112-141, Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21).
- 2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
  - a. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the state used 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

b. Level 2, for a paid advertising campaign greater than \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

- > Mail surveys;
- > Telephone surveys:
- > Focus groups:
- > Mall intercept interviews;
- > Direct mailings:
- > Call-in centers:
- > Newspaper polls;
- > Household interviews:
- > Before and after approach, which compares system status before and after the introduction of the message; and
- > Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
- 3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Sub Grantee purchases the equipment. Such approval shall be obtained by the Department from the National Highway Transportation Safety Administration (NHTSA) regional manager in writing, and Sub Grantee will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and Sub Grantee shall comply with applicable reporting requirements that may be specified in the Highway Safety Grant Program Manual and amendments thereto.

Sub Grantee must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be

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agreed upon by the Department and the Sub Grantee and approved by NHTSA and the Department. In the event of a conflict between this section and 2 CFR Part 220 (Cost Principles for Educational Institutions, formerly OMB Circular A-21), 2 CFR Part 230 (Cost Principles for Non-Profit Organizations, formerly OMB Circular A-122), 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments, formerly OMB Circular A-87) or 45 CFR, Subtitle A - Appendix E to Part 74, the provisions of the applicable CFR control (except where inconsistent with statute).

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

### January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address the Sub Grantee's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Sub Grantee's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to the Sub Grantee, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Sub Grantee's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Sub Grantee under this Grant Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Sub Grantee to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. Sub Grantees expending \$500,000 or more in federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"); the OMB Circular A-133 Compliance Supplement, Government Auditing Standards; and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, Consideration of Fraud in a Financial Statement Audit. The audit report must be submitted to DMV by March 15. Sub Grantees are encouraged to submit their audit report to the Federal Audit Cleaninghouse (FAC) at <a href="http://harvester.census.gov/sac/">http://harvester.census.gov/sac/</a>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future federal funding.

The state auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Sub Grantee will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Sub Grantees are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.



### Article 1. COMPLIANCE WITH LAWS

The Sub Grantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Sub Grantee shall furnish the Department with satisfactory proof of its compliance therewith.

### Article 2. STANDARD ASSURANCES

The Sub Grantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 23 U.S.C. 405, National Priority Safety Programs; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; 2 CFR Part 220; 2 CFR Part 225; 2 CFR Part 230; 2 CFR Part 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, formerly OMB Circular 110; OMB Circular A-102; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Sub Grantee assures and certifies that

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub Grantee'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 authorized approving official of the Sub Grantee to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia



- Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- J. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

### Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Sub Grantee.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.
  - The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.
- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Code of Federal Regulations:
  - > 2 CFR Part 220, Cost Principles for Educational Institutions;
  - > 2 CFR Part 230, Cost Principles for Nonprofit Organizations; or
  - > 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments
- G. The Department will permit, based on its review, negotiation and approval, an Indirect Cost Rate that does not exceed 10 percent of the project cost; however, the Sub Grantee must submit an Indirect Cost Allocation Plan, as prescribed by the federal government, or a copy of the approved negotiated rate plan from Sub Grantee's cognizant federal agency. The federal agency providing the majority of Sub Grantee's total federal funding is Sub Grantee's cognizant agency. If the Department provides the majority of the Sub Grantee's federal funding, it reviews and approves/accepts the Plan. Payment for indirect costs will not be made until the aforementioned documents have been received and approved/accepted by the Department.

Indirect cost references and information can be found in the following federal documents:

- > 2 CFR Part 225, Appendix A, E, D;
- > 2 CFR Part 230;
- > 2 CFR Part 220; and
- > ASMB C-10 (Implementation Guide for Office of Management and 2 CFR Part 225)

- H. The Sub Grantee will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Sub Grantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Sub Grantee. A matching report must be submitted with each reimbursement voucher.
- I. The Sub Grantee agrees to submit Requests for Reimbursement on a quarterly basis or no more than one request per month, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Sub Grantee agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or November 5.

All grant funds must be encumbered by the end of the grant period (September 30), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Sub Grantee. In no case shall the Sub Grantee be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Sub Grantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Sub Grantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money. including this Grant Agreement, the Sub Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

### Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Sub Grantee, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

### Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties. utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6. Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Sub Grantee's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in federal or state laws, regulations or directives are automatically incorporated on the date designated by the law. regulation or directive.

Project Director's Initials

The Department may unilaterally modify this Grant Agreement to deobligate funds not obligated by the Sub Grantee as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11. Termination.

### Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Sub Grantee is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Sub Grantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Sub Grantee and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Sub Grantee has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Sub Grantee shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Sub Grantee submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Sub Grantee to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Sub Grantee shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department, No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Sub Grantee or any costs incurred by the Sub Grantee relating to additional work not directly associated with or prior to the execution of an amendment.

### Article 7. REPORTING AND NOTIFICATIONS

Sub Grantees shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 5, Reports and Deliverables, and the Procedures for the Transportation Safety Grants Program and materials.

The Sub Grantee shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Sub Grantee personnel, that will materially affect the Sub Grantee's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Sub Grantee to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Project Director's Initials

### Article 8. RECORDS

The Sub Grantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Sub Grantee shall make such records available at its office for the time period specified in the Grant Agreement. The Sub Grantee further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States. the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Sub Grantee that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Sub Grantee's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

### Article 9. INDEMNIFICATION

The Sub Grantee, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Sub Grantee, its officers, agents or employees. The Sub Grantee further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Sub Grantee is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

### **Article 10. DISPUTES AND REMEDIES**

The Sub Grantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Sub Grantee in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

### **Article 11. TERMINATION**

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Sub Grantee fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable federal, state or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

The Grant Agreement shall remain in effect until the Sub Grantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- > The Department terminates the Grant Agreement for cause and informs the Sub Grantee that the project is terminated immediately; or
- > The Department determines that the performance of the project is not in the best interest of the Department and informs the Sub Grantee that the project is terminated immediately; or
- > The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- > There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Sub Grantee for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Sub Grantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

### **Article 12. SUBCONTRACTS**

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Sub Grantee desires to subcontract part of the work specified in the Grant Agreement, the Sub Grantee shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Sub Grantee, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Sub Grantee shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

### **Article 13. NONCOLLUSION**

The Sub Grantee certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Sub Grantee breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

### Article 14. SUB GRANTEE'S RESOURCES

The Sub Grantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Sub Grantee will be able to obtain such personnel from sources other than the Department.

All employees of the Sub Grantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Sub Grantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Sub Grantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

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### Article 15. PROCUREMENT AND PROPERTY MANAGEMENT

The Sub Grantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in

- > 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- > 49 CFR, Part 19 (and 2 CFR Part 215), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

### Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Sub Grantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

### **Article 17. RESEARCH ON HUMAN SUBJECTS**

The Sub Grantee shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

### **Article 18. ASSIGNMENT**

The Grant Agreement shall not be assignable by the Sub Grantee in whole or in part without the written consent of the Department.

### **Article 19. NONDISCRIMINATION**

- A. The Sub Grantee WILL COMPLY WILL ALL Federal Statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:
  - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
  - 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
  - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
  - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  - 5. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;

- 6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- 7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 8. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
- 9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C.3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- 10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- 11. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- B. The Sub Grantee certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Sub Grantee has been cited for noncompliance with these laws, regulations or policies, the Sub Grantee will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Sub Grantee for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Sub Grantee of the Sub Grantee's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.
- D. The Sub Grantee shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Sub Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Sub Grantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Sub Grantee has made to obtain the requested information.

### Article 20. DRUG-FREE WORKPLACE

The Sub Grantee certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

### Article 21. BUY AMERICA ACT

The Sub Grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Project Director's Initials

### Article 22. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business

Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Sub Grantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Sub Grantee shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- > The Sub Grantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

### Article 23. DEBARMENT/SUSPENSION

- A. The Sub Grantee certifies, to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
  - 2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  - 4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Sub Grantee is unable to certify to any of the statements in this Article, such Sub Grantee shall attach an explanation to the Grant Agreement.
- C. The Sub Grantee is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Sub Grantee that such party meets the requirements set forth in Section A., Items 1 4 of this Article. When requested by the Department, Sub Grantee shall furnish a copy of such certification.
- D. The Sub Grantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

### **Article 24. LOBBYING CERTIFICATION**

The Sub Grantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Sub Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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 party to the Grant Agreement shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds appropriated under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Sub Grantee or agent acting for such Sub Grantee related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Sub Grantee shall require that the language of this certification be included in the award documents for all sub awards and subcontracts and that all subcontractors shall certify and disclose accordingly.

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

### Article 25. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging In direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### Article 26. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. In the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Sub Grantee's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorneys fees, incurred in such proceedings.

Age

### Article 27. ADDITIONAL PROVISIONS

- A. Signature Authorized. The Sub Grantee's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles

**ATTENTION: Director of Virginia Highway Safety Office** 

Post Office Box 27412

Richmond, Virginia 23269-0001

To Sub Grantee: City OF MANASSAS

ATN: MR. LAWRONCE D. LIGHES

9027 CENTER STREET

MANASSAS, VA 20110

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

### **AGENDA STATEMENT**

PAGE NO. 135 ITEM NO. 7

**MEETING DATE:** 

October 2, 2013 – Finance Committee

TIME ESTIMATE:

5 Minutes

AGENDA ITEM TITLE:

- Resolution 2014-18-R Amending the FY 2014 Budget by Budgeting and Appropriating \$131,400 from Fire Rescue Fund Fund Balance for the Purchase of New Ambulance Per the Fire and Rescue Fleet Plan
- Authorize the Purchase of the Terra Star Ambulance Utilizing the HGAC Contract

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL:

N/A

SUMMARY OF ISSUE/TOPIC:

In February 2012, Ordinance #O-2012-10, establishing the Fire and Rescue Fleet Plan, was adopted by City Council. Based on the ordinance an ambulance is due to be replaced in FY 2014. Specifications (attached) were presented to the Fire and Rescue Committee on September 19<sup>th</sup>; the motion to proceed with the purchase was passed in a 3/0 vote. The total cost of the ambulance is \$226,400. \$95,000 of EMS Fees is currently included in the FY 2014 Budget for the purchase of an ambulance. The additional \$131,400 will need to come from fund balance.

This resolution will budget and appropriate \$131,400 of Fund Balance in the Fire Rescue Fund.

STAFF RECOMMENDATION:

- Approve Resolution 2014-18-R
- Authorize the purchase of the Terra Star Ambulance Utilizing the HGAC Contract

BOARD/COMMISSION/ COMMITTEE:

Fire and Rescue Committee - September 19, 2013

RECOMMENDATION:	X Approve Disapprove Reviewed See Comments	
CITY MANAGER:	Approve Disapprove Reviewed See Comments	
COMMENTS:		
DISCUSSION		

(IF NECESSARY):

BUDGET/FISCAL

IMPACT:

\$ 95,000 - EMS Fees Included in FY 2014 Budget for Ambulance Purchase

\$131,400 - Fire Rescue Fund Fund Balance

\$226,400 Total Cost of Ambulance

STAFF:

Battalion Chief Todd E. Lupton, (703) 257-8458

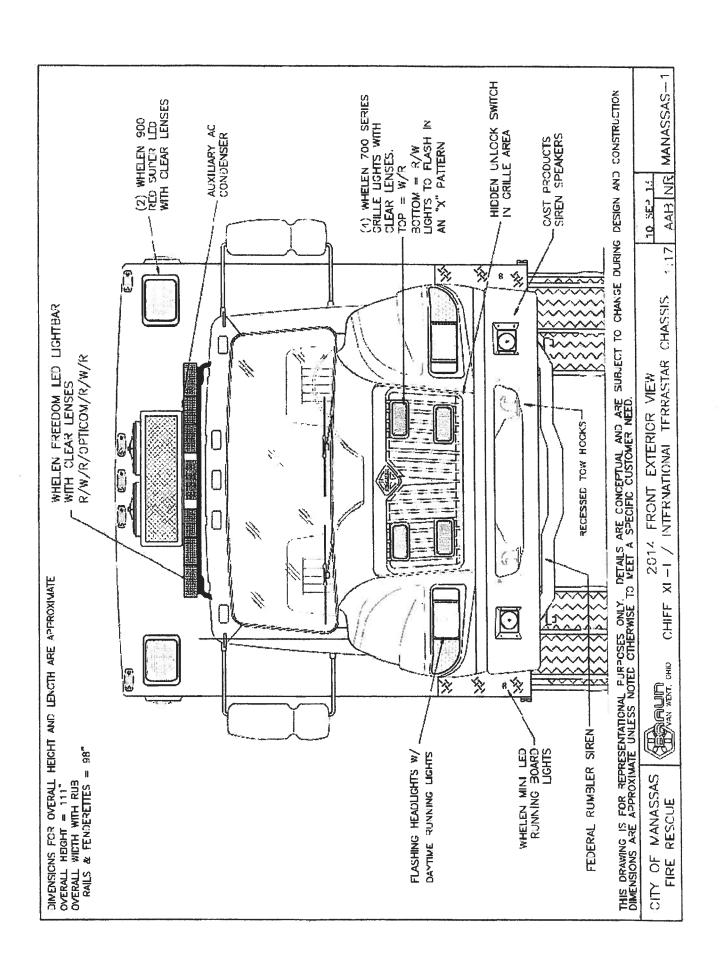
### RESOLUTION 2014-18-R

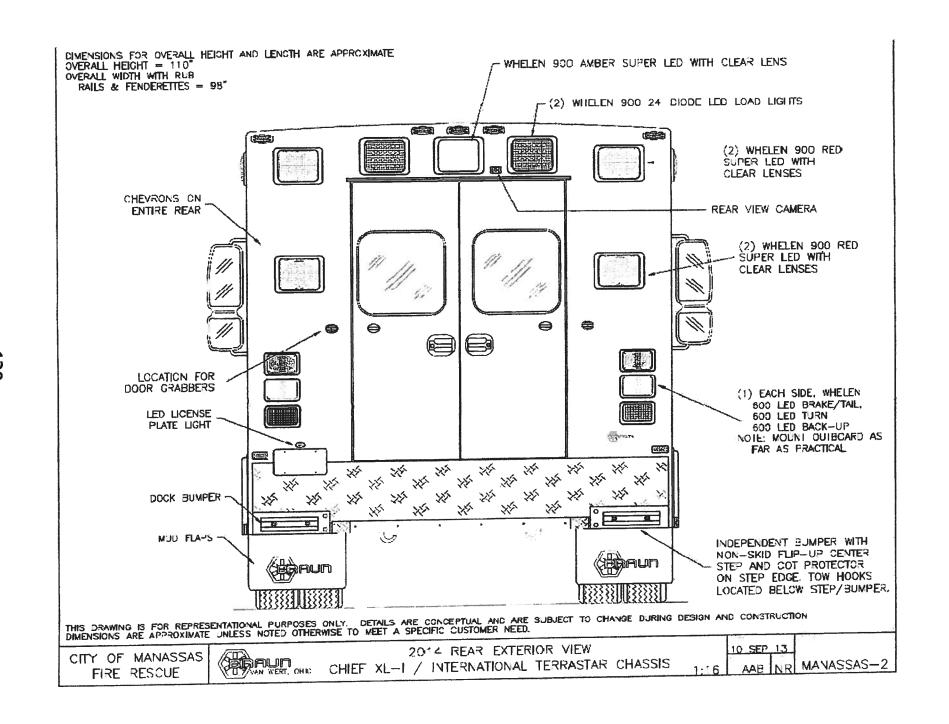
### Adopted:

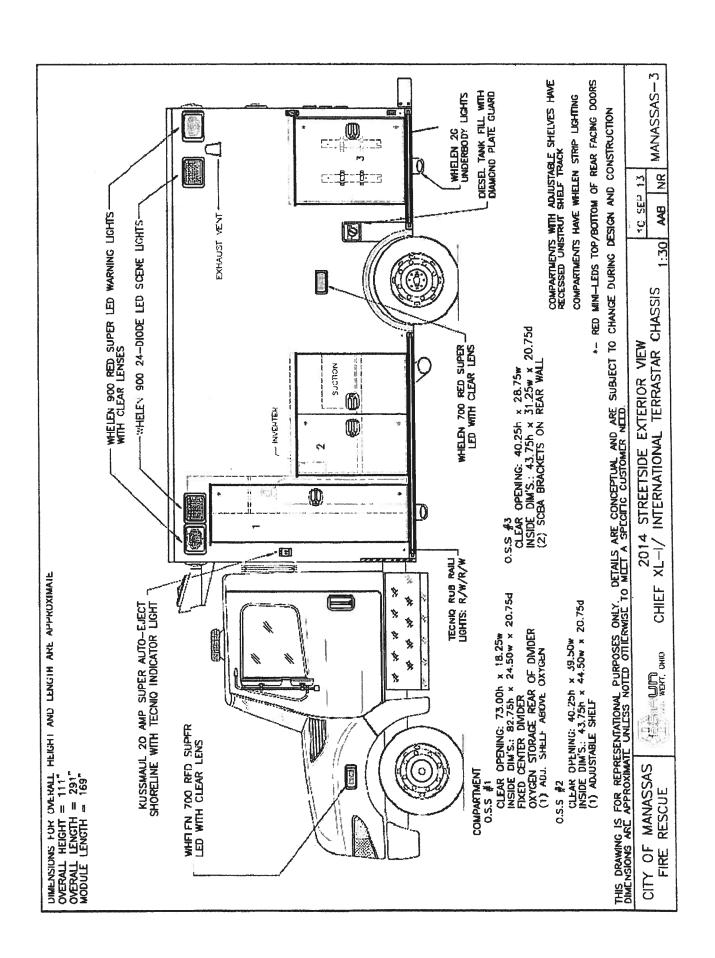
BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 21<sup>st</sup> day of October, 2013, that the following funds be budgeted and appropriated as shown.

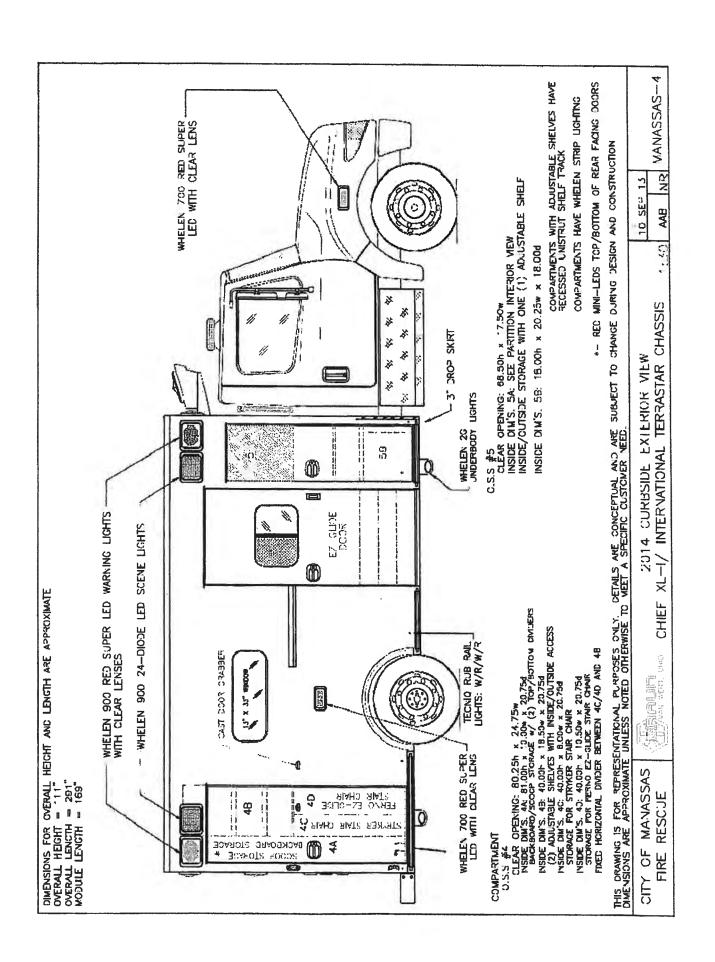
ACCOUNT NO.			AN	<u>IOUNT</u>
FIRE RESCUE FUND  Revenues: 285-0000-346-01-00	Fire Rescue Fund Fu	and Balance	\$	121 400
	The Rescue Fund Fu	nd balance	Ψ	131,400
Expenditures: 285-2036-428-73-00	Vehicles/Fleet		\$	131,400
For: Purchase of Ambulance				
		a		
This resolution shall take	effect upon its passage.			
*		J. Parrish II On Behalf of the City of Manassas, V	/ Cour	
ATTEST:				
Andrea P. Madden	City Clerk			

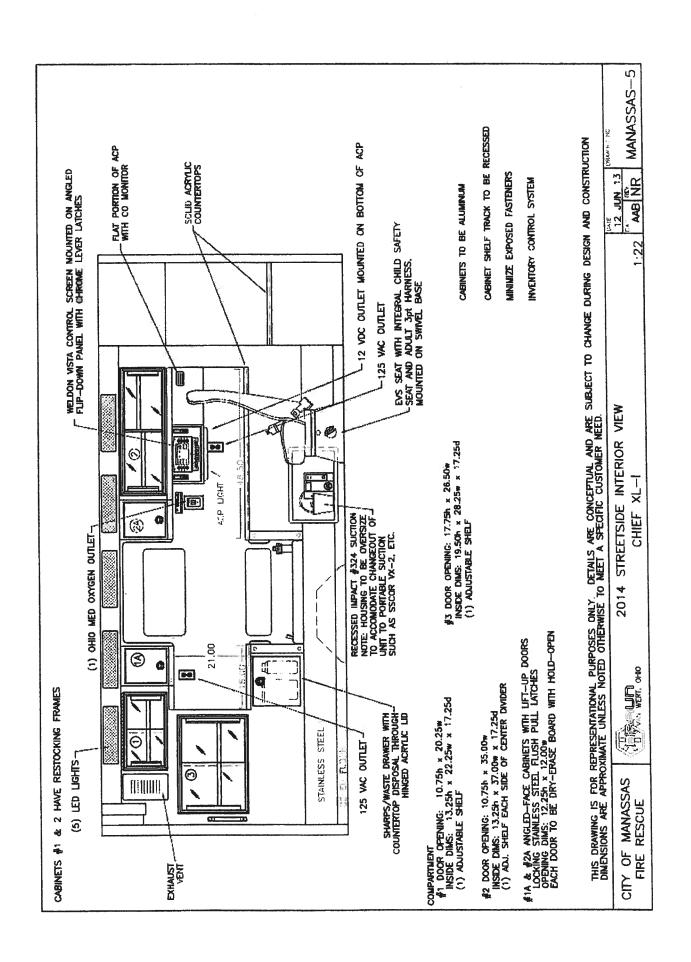
GM200I13 CITY OF MANASSAS	9/26/13
Fiscal Year 2014 Account Balance Inquiry	11:00:50
Account number : 285-2036-428.73-00	
Fund : 285 Fire Rescue	
Department : 20 Fire Rescue Department	
Division : 36 EMS Fees	
Activity basic: 42 Public Safety	
Sub activity : 8 Rescue	
Element : 73 Vehicles and Fleet	
Object : 00	
Original budget 95,000	
Actual expenditures - current .: .00	
Actual expenditures - ytd : .00	
Unposted expenditures	
Encumbered amount	
Unposted encumbrances : .00	
Pre-encumbrance amount	
Total expenditures & encumbrances: .00 0.0 %	
Unencumbered balance	
F5=Encumbrances F7=Project data F8=Misc inquiry F9=Misc	sc update
F10=Detail trans F11=Acct activity list F12=Cancel F24=Me	ore keys

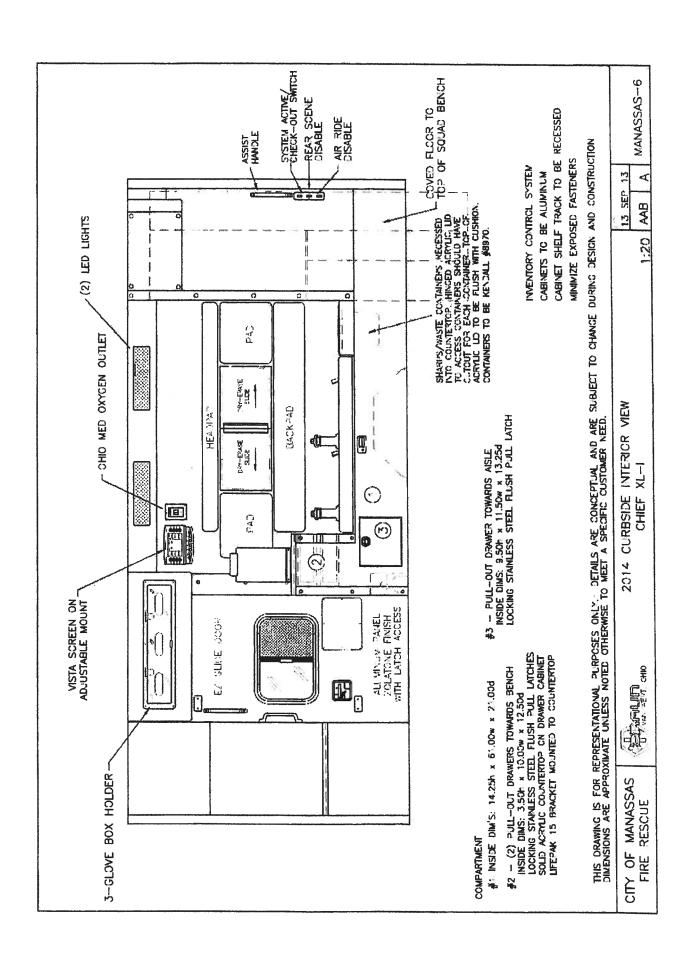


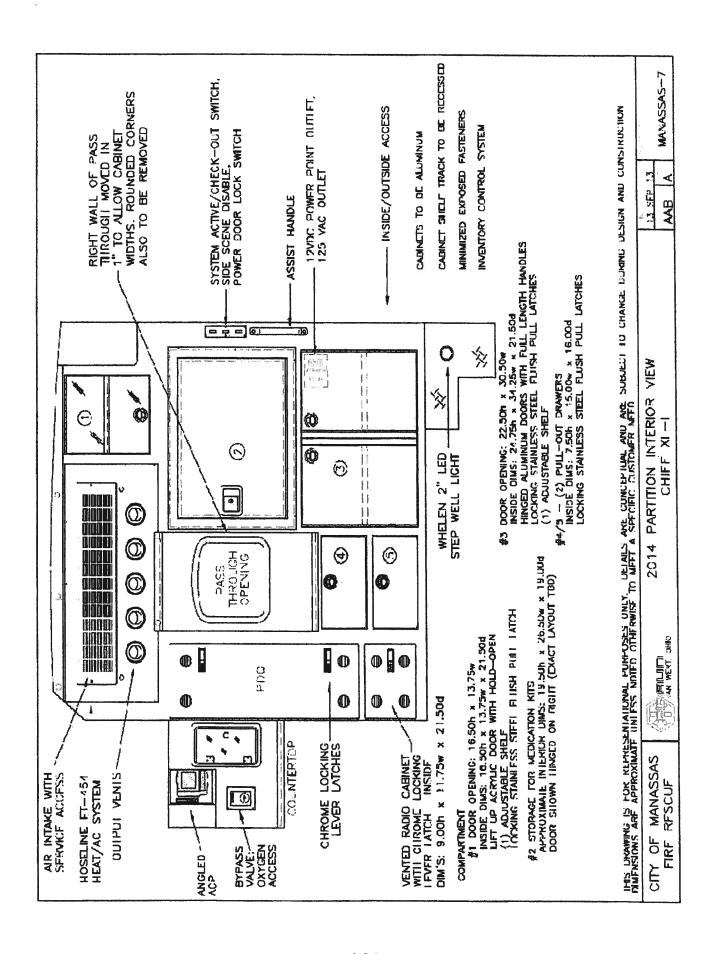


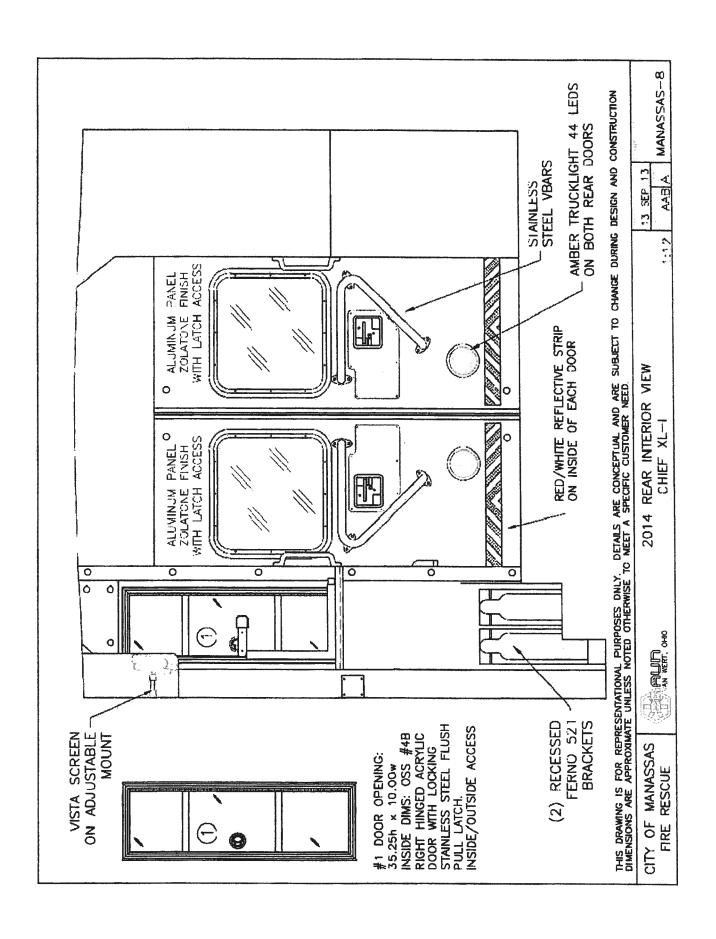


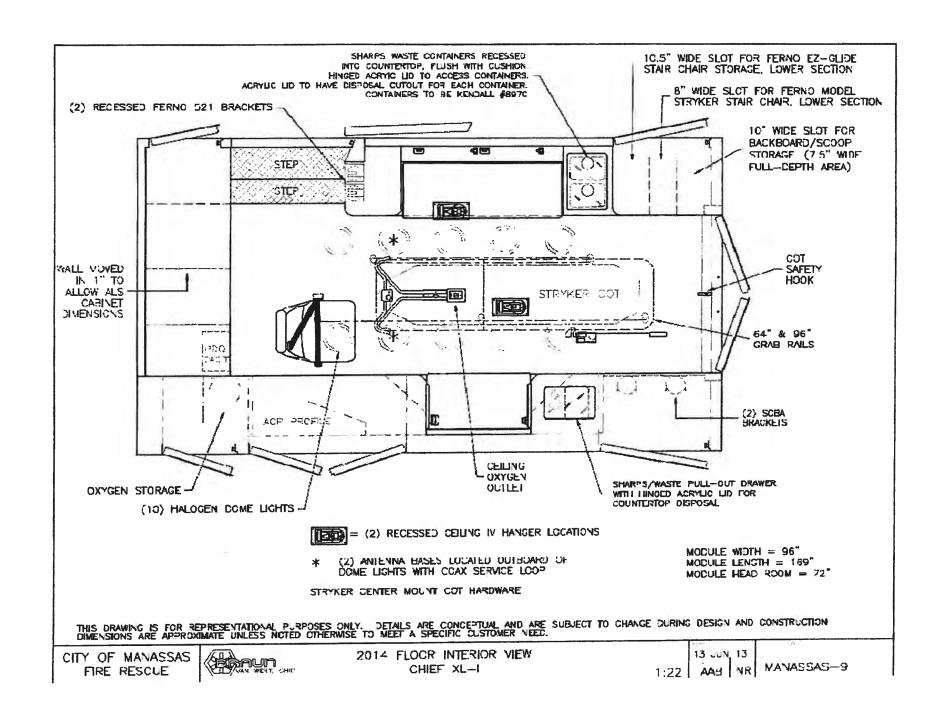












## QUOTATION

#### Penn Care Inc.

City of Manassas Fire-Rescue **Todd Lupton** 9324 West Street Manassas, Virginia 20110

Penn Care Inc. Mike Jones 6338 Riverview Terrace King George, Virginia 22485 (540)840-1037

Exp. Date: Quote No:

09/02/2013

10055-0005

AMB I:

14CHXLTERA

Chief XL 2014 Terrastar Type I 169"

09/15/2013 PART NO	S DESCRIPTION	QTY	Page
00-01-0024	== Chief XL 2014 Terrastar Type   169" - 14.200 07/29/13 ==  < > HGAC CONTRACT This order does specify an HGAC contract		BI BI
00-01-0262	< TYPE I - AMBULANCE - CHIEF XL I - 72" INTERIOR HEADROOM 2014 CHIEF XL I - 169" MODULE	1	ВІ
10-02-0017	CHASSIS PACKAGES  CHASSIS - INTERNATIONAL TERRASTAR SFA 183" WB - 4X2 DRW 2014	1	<b>BI</b> BI
10-08-0000	< ** NO CUSTOM CHASSIS REQUIRED * * NO SPECIAL CHASSIS QUOTED	.1	BI
20-10-0099 20-10-0108 20-10-0121 20-10-0217 20-10-0403	FUEL TANK - FULL UPON FACTORY RELEASE AIR RIDE SYSTEM, AUTOMATIC LOWERING FEATURE - OEM IROS > BUMP STOPS BATTERY - TWO SYSTEM - TERRASTAR < > CONDENSER AUXILIARY - MODULE FRONT Auxiliary air conditioning condenser installed on module front (the condenser and mounting brackets painted to match module)	1 1 1	Ві
20-10-0403	< > CONDENSER AUXILIARY - MODULE FRONT Auxiliary air conditioning condenser installed on module front (the condenser and mounting brackets painted to match module)	1	BI
20-10-0404 20-10-0601	SECONDARY COMPRESSOR  < ENGINE BLOCK HEATER - SHORELINE SUPPLIED & SWITCHED  The engine block heater shall be electrically tied to the vehicle shoreline. There shall be a summer/winter switch consisting of a 15 amp (toggle) circuit breaker, located in the PDQ (power distribution quarters) to disable the block heater in warm weather conditions. IPOS	1 1	,
20-20-0121	< > FLOOR CONSOLE - ANGLED FRONT - REMOVABLE PLATES - ALUMINUM A center floor console manufactured out of aluminum and covered in a black onyx zolatone. The console shall include a raised area angled towards the driver for the Weldon Vista display. The lower portion of the console shall contain two (2) drink holders, with the siren installed between them, then to the rear center a recessed storage area for maps and reports.	1	Ві

9/15/2013 PART NO S	DESCRIPTION	QTY	Page :
20-20-0251	HEAT SHIELDS	1	BI
20-20-0281	< > SECURITY SYSTEM / ANTI THEFT- IGNITION OVER RIDE	- il	BI
	Install Sound Off Ignition security system. (Ignition over ride)		
20-20-0291	< > LIGHT, DOME WELDON 8080 RED/CLEAR	1	ВІ
20-20-0291	A Weldon #8080 dome light with red/clear push on/off lenses shall be installed in	'	Di
	the cab headliner. The lights shall be activated by individual lamp switches.		
	and the night of t		
20-30-0211	MIRRORS, EXTERIOR 7"X15" POWER/HEATED	1	ВІ
20-30-0806	RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE	1	BI
20-40-0206	WHEEL SIMULATORS, STAINLESS STEEL WITH VALVE STEM EXTENSIONS	1	Bl
30-06-0002	ELECTRICAL SYSTEM - WELDON V-MUX, MICRO PROCESSOR BASED	1	Ві
<b>30-06-0</b> 010	VISTA IV MCC - PUSH BUTTON	1	ВІ
30-06-0015	VISTA IV ACP - PUSH BUTTON	1	BI
30-06-0026	WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM	1	BI BI
30-06-0050 30-06-0076	DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM	4	BI
30-06-0076 30-06-0101	ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL	1	BI
30-06-0126	ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM	1	BI
30-06-0150	SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM	1	BI
30-06-0175	WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM	1	Ві
30-06-0200	RADIO TIE-IN POINTS - MULTIPLEX ELECTRICAL SYSTEM	1	В
30-06-0225	EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1	ВІ
30-06-0250	CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM	1	ВІ
30-06-0275	MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1	Bi
30-06-0285	MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM	1	BI
30-06-0300	VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM	1	BI
30-06-0325	FLASHER - MULTIPLEX ELECTRICAL SYSTEM	1	BI
30-06-0350 30-06-0375	FLASHING HEADLIGHTS - MULTIPLEX ÉLECTRICAL SYSTEM PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM	1	Bi Bi
30-06-0375 30-06-0400	LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC		
30-00-0400	EOND MANAGER-GEGGERTIAE GWITGHING GTGTEM - MIGETIL EEX EEEGTWG	l '	"
30-06-0425	WARNING LIGHTS SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1	ВІ
30-06-0450	FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1	BI
30-06-0475	CURBSIDE SCENE LIGHTS "ON" WITH CURBSIDE DOOR - MULTIPLEX EL	1	ВІ
30-06-0500	REAR SCENE LIGHTS "ON" WITH REAR DOORS OPEN - MULTIPLEX ELEC	1	BI
30-06-0525	DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL	1	BI
30-06-0550	DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL	1	BI
30-06-0575	REVERSE (TRANSMISSION) FUNCTIONS - MULTIPLEX ELECTRICAL > BACKUP ALARM	1	BI
30-10-0030 30-10-0050	BATTERY CONVERTER / CHARGER		BI
30-10-0030	< > CAMERA REAR VIEW - SINGLE SYSTEM - VISTA SCREEN	li	
00-10-0071	Install camera system rear view, tied to M-Tech display screen. Per Dwg #2	<u> </u>	
30-10-0091	SHORELINE INDICATOR LIGHT- Tecniq Red MINI LED - EXTERIOR MOUNTE Install one (1) Tecniq red Mini-LED indicator light above the shoreline inlet. See Dwg #3	1	ВІ
	·		
30-10-0110	ELECTRICAL CIRCUITS	'	
30-10-0190	GROUND FAULT CIRCUIT INTERRUPTER (GFCI)	'	1
30-10-0264	< > INVERTER, VANNER - 1050 WATT, 20-1000TUL.2-DC WITH REMOTE SW A Vanner 20-1000TUL.2, 1050 watt inverter, with remote switch, shall be installed in OSS #2. (non-hardwired) IPOS		BI
30-10-0290	< LIGHT, ATTENDANT CONTROL PANEL AREA Install light above action area counter. See Dwg #5		В

PART NO 30-10-0310	S	DESCRIPTION	YTC	Pag ID
50-10-0310		LIGHT, ELECTRICAL COMPARTMENT (PDQ) A 12 VDC light shall be located in the PDQ. The light shall be wired "battery-hot" to activate when the PDQ door is in the open position. The light shall be off when the door is in the closed position.	1	ВІ
<b>30-10-042</b> 0	S	< > LIGHT INTERIOR OF REAR FACING EXTERIOR DOORS, -TWO (2) RED MINI LED PER Two (2) Whelen red Mini LED lights shall be installed on the interior of all rear facing exterior compartment and patient entry doors. The lights shall be located as follows: one (1) on each upper and lower outer corner. The lights shall random flash upon door opening. (does not include the battery door) (14 lights) REAR PASSAGE DOORS TO HAVE AMBER TRUCKLITE 44 LIGHT ON LOWER HALF OF EACH DOOR IPOS WHELEN MINI ABOVE.	1	BI
0-10-0431		<ul> <li>LIGHT, STEPWELL - CURBSIDE DOORWAY - 2" LED SURFACE MNT Light, stepwell - side doorway, Whelen 2" LED (#18105 with surface mount flange #27190). See Dwg #7</li> </ul>	1	ВІ
0-10-0447		< > LIGHT OSS COMPARTMENT - LED WHELEN -STRIP LIGHT CLEAR w/ 45 DEG BRKT (2 PER OSS) Each of the five (5) outside storage compartments shall be equipped with two (2) PSCOCDCR Whelen 6-diode LED strip lights, activated by a magnetic switch for a total of ten (10). The lights shall be installed in Whelen PSBKT451 45 degree brackets. (Braun #16735, 16736)	1	ВІ
0-10-0450	S	< > LIGHT, STREAMLIGHT SL20XD A stream light #45107 orange LiteBox rechargeable flashlight and 12 VDC charger base shall be installed in a designated location to be determined at a pre-construction conference.	2	ВІ
		LIGHT CHANGES TO STREAMLIGHT SL20XD		
0-10-0472 0-10-0486		LIGHTS, DOME HALOGEN (10) - MULTIPLEX ELECTRIC SYSTEM  LIGHTS, RECESSED LED PANEL (5) STREETSIDE - ANGLED Install Five (5) 12 VDC powered Grote#61261 LED WhiteLight recessed lights streetside IPOS fluorescent lights (Braun #27172). See Dwg #5		BI BI
0-10-0490		<ul> <li>LIGHTS, RECESSED LED PANEL (2) CURBSIDE - ANGLED         Install Two (2) 12 VDC powered Grote #61261 LED WhiteLight recessed lights curbside IPOS fluorescent lights (Braun #27172). See Dwg #6     </li> </ul>	1	BI
0-10-0527 0-10-0543 0-10-0657 0-10-0670		OUTLETS, 125VAC - THREE (3) INTERIOR DUPLEX OUTLETS, 12VDC - TWO (2) INTERIOR POWERPOINT RADIO ANTENNA BASES - TWO (2) < > RADIO TIE-IN POINT - (1) 12V - CAB CONSOLE AREA One (1) set of 12 volt radio tie-in points shall be installed in the cab console area of the unit. The set shall include one (1) Battery Hot, one (1) Ignition Hot, and one (1) "Grounded" junction stud.	1 1 1	Ві
0-10-0723		< > RECEPTACLE SHORELINE INLET-SUPER 20 AMP, AUTO EJECT Install a Kussmaul 20 AMP super auto eject shoreline inlet receptacle with yellow cover on the module exterior (forward street side) near the driver's door. IPOS	1	ВІ
0-10-0742		<ul> <li>RUMBLER - FEDERAL SIGNAL INTERSECTION CLEARING SYSTEM Install a Federal Signal Rumbler IATS</li> </ul>	1	ВІ
0-10-0753	s	SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE A Whelen 295-HFSA7 remote dual siren amplifier shall be flush-mounted in the master control console located in the cab. The siren shall be capable of hands-free operation and shall be equipped with a noise canceling microphone.	1	Ві

09/15/2013 PART NO	S	DESCRIPTION	OTV	Page
		REPLACE WITH WHELEN 295-SAS1 with "powrcall" or warble tone.	QTY	ID
30-10-0800 30-10-0902	<	SIREN SPEAKERS, CAST PRODUCTS - IN FRONT BUMPER VISTA DISPLAY SCREEN - PUSH BUTTON - CURBSIDE ADDITIONAL - ADJUSTABLE One (1) additional Vista screen shall be provided in the patient compartment, located on the curbside wall on an adjustable mount over the head end of the squad bench.	1	BI BI
30-10-0912	<	SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES  The check out light switch located at the curb and rear doors that will allow activation of the left fluorescent lights prior to entering the module. The system shall be programmed to shut down automatically after 15 minutes unless the ignition is on.	1	ВІ
30-25-0102	<	LIGHTS, ICC / LED CLEARANCE - WITH CHROME BEZELS ON MODULE SIDE The vehicle shall have two (2) red surface mounted LED clearance / ICC lights with chrome bezels: one (1) red on each side at the rear of the vehicle which will also function with the turn signals. Per Dwg #3 and #4		ВІ
30-25-0103	<	LIGHTS, ICC / LED CLEARANCE - WITH CHROME BEZELS ON MODULE FRONT The vehicle shall have five (5) amber surface mounted LED clearance / ICC lights with chrome bezels on the front of the module near the roof line.	1	BI
30-25-0104	<	LIGHTS, ICC / LED CLEARANCE - WITH CHROME BEZELS ON MODULE REAR The vehicle shall have five (5) red surface mounted LED clearance / ICC lights with chrome bezels on the rear of the module near the roof line.	1	ВІ
30-25-0301	<	LIGHTS, UNDERBODY FOUR (4) WHELEN 2G SUPER LED There shall be four (4) Whelen 2G Series model number 20C0CDCR(Braun 16662-light & 16663-grommet) 4" round super LED white lights mounted on brackets underneath the module. The lights shall turn on automatically when the vehicle is shifted into park. The lights may also be activated or disabled by a switch on the MCC Vista display screen labeled "Underbody Lights".	1	ВІ
30-25-1009	S <	LIGHTBAR, FRONT - WHELEN FREEDOM 8 RED LED Install Whelen Freedom 55" LED lightbar - (8) red LED w/dear lens IATS front module lights	1	ВІ
		INCLUDE OPTICOM CONTROLS IN CENTER POSITIONS.		
30-25-3155	<	LIGHTS, FRONT GRILLE - (4) WHELEN 700 SUPER LED (2-RED/2-CLEAR) W/CLEAR LENS Install Four (4) Whelen 700 series super LED warning lights, two (2) red, and two (2) clear with clear lenses shall be installed in the grille area of the chassis IPOS. Lights to flash in an X pattern. Per Dwg #1	1	ВІ
30-25-4205	<	LIGHTS, FRONT MODULE WARNING -WHELEN (2)900 LED/(1)700 HALO Two (2) Whelen 900 series red super LED warning lights with red lenses and chrome bezels shall be installed on the module front outer corners. A Whelen 700 clear halogen light with a chrome bezel shall be installed centered on the front of the module.	1	Bi
30-26-3008	<	LIGHTS, REAR TAIL - WHELEN 600 LED STOP, TURN, & MINIMUM INTENSITY BACK-UP One (1) pair each of Whelen 600 series LED stop/tail lights, turn lights, and LED	1	ВІ

09/15/2013 PART NO	S	_((2) )	DESCRIPTION	OTV	Page 5
PARTNO	J		minimum intensity back-up lights with chrome bezels shall be installed on the rear of the module. (meets SAE)	QTY	ID
30-26-5101		<	LIGHTS, REAR WINDOW-LEVEL - WHELEN (2)900 LED - RED W/CLR LENS Two (2) Whelen 900 series red super LED lights w/clear lenses and chrome flanges shall be installed on the rear of the module at window level, one (1) on each side. Per dwg #2	1	BI
30-26-6109	S	<	LIGHTS, REAR MODULE WARNING - WHELEN (5)900/LED&HALO SCENE W/CLR LEN Two (2) Whelen 900 series red super LED warning lights, two (2) Whelen 900 series halogen scene/load lights, and one (1) Whelen 900 series amber super LED warning light shall be installed on the rear of the module. Lights to have all clear lens. IPOS	1	BI
			MAKE LOAD LIGHTS WHELEN 900 24 DIODE LED.		
30-26-7002			LIGHT, LICENSE PLATE LED	1	Bi
30-27-1116		<	LIGHTS, INTERSECTION FRONT - WHELEN 700 SUPER LED - RED W/CLR LENS Two (2) Whelen 700 series red super LED warning lights, with clear lens, chrome flanges and water-proof connectors, shall be mounted on the front chassis fenders, one (1) on each side. IPOS	1	Bi
30-27-2008		<	LIGHTS, SIDE MODULE SCENE - WHELEN 900 24 DIODE LED - CLEAR Four (4) Whelen 900 series 24 diode LED scene lights with chrome bezels shall be installed, two (2) each module side, inboard of the warning lights. IPOS - Per Dwg #3 and #4	1	ВІ
30-27-3009		<	LIGHTS, SIDE MODULE WARNING - WHELEN 900 LED-RED W/CLR LENS Four (4) Whelen 900 series red super LED warning lights with clear lenses and chrome bezels shall be installed, two (2) each module side, outboard of the side module scene lights. Per dwg #3 & #4	1	Bi
30-27-4115		<	LIGHTS, INTERSECTION REAR - WHELEN 700 SUPER LED - RED W/CLR LENS Two (2) Whelen 700 series red super LED warning lights with clear lenses, chrome flanges and water-proof connectors, shall be installed above the rear wheel wells, one (1) on each side Per Dwg #3 & #4	1	Bi
30-27-4151		<	LIGHTS, ABOVE RUB RAIL - TECNIQ LED - 4 EACH SIDE Light Package - TecNiq-LED lights shall be installed above the rub rail. Four (4) LED's each side, two (2) white LED's and two (2) red LED's equally spaced along the module side, for a total of eight (8) lights. (Red-White-Red White on each side)The LED mini clusters shall alternate flash with box warning lights.	1	ВІ
39-00-0001			MODULE BODY CONSTRUCTION - SEAMLESS	1	ВІ
39-10-0003			CONNECTIONS, MODULE	1	Ві
40-00-0009			ALUMINUM PARTS - MODULE EXTERIOR	1	Ві

9/15/2013 PART NO	S	DESCRIPTION	QTY	Page
40-00-0010 <sup></sup> 40-00-0019	<	CORROSION MINIMIZATION - MODULE DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS The interior door skins for all outside storage compartments shall be constructed of .063" thick aluminum diamond plate.	1	BI BI
40-00-0020 40-00-0030 40-00-0050 40-00-0055 40-00-0060 40-00-0070 40-00-0080 40-00-0081 40-00-0091 40-09-0164	s <:	DOOR CONSTRUCTION - GASKET PLACEMENT EXTERIOR COMPARTMENTS DESIGN EXTERIOR COMPARTMENTS, VENTING - ADDITIONAL EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE EXTERIOR COMPARTMENTS - SWEEP-OUT HANDLES, EBERHARD - CHROME FREE FLOATING TYPE INSULATION - POLYURETHANE SPRAY FOAM COATING, ACOUSTIC - AUDIOGUARD THRESHOLD, STAINLESS STEEL - EXTERIOR STORAGE COMPARTMENT > ZICO SCBA HOLDERS TWO (2) Two (2) Zico SCBA holders shall be provided and installed in a fixed location to be determined at the pre-construction meeting.	1 1 1 1 1 1 1 1	BI BI BI BI BI BI BI
40-10-0030	<		1	ві
40-10-0066 40-10-0088 40-10-0103 40-10-0120	<	Install rear dock bumpers.  DOOR SLIDING - MODULE CURBSIDE PASSAGE DOORS - REAR PASSAGE FENDERETTES - POLISHED ALUMINUM HOLD-OPEN - REAR DOORS - GRABBERS Door grabbers (1 pair) with hard rubber inserts shall be installed on the rear doors. Reference dwg #2 for location.	1 1 1 1	BI BI
40-10-0192		LOCKS POWER - PASSAGE, COMPARTMENTS, HIDDEN SWITCH-FOB	1	ВІ
40-10-0200 40-10-0266 40-10-0280	<	MUD FLAPS, REAR - BLACK RUBBER REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZED	1 1	BI BI
40-10-0321 40-10-0340 40-10-0360	<	STEPWELL, CURBSIDE DOORWAY - MID STEP AREA STONE GUARDS, MODULE FRONT - ANODIZED DIAMOND PLATE (24" H) KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE A bright dip anodized aluminum diamond plate kick plate shall be installed at the rear exterior doorway, providing a kick / scuff plate at the rear of the vehicle above the rear step, per dwg. # 2.	1 1	BI BI BI
40-10-0381 40-10-0402	<	TOW HOOKS, MODULE REAR WINDOW, 13" x 33" CURBSIDE FIXED W/SLIDING DRY ERASE BOARD A 13" x 33" non-openable (fixed) tinted window shall be provided on the module curbside, centered between the curbside door and the #4 outside storage compartment. The window, on the patient compartment interior side, shall have split sliding covers that double as dry erase board. The covers shall slide behind the squad bench back pads when in the open position. Two (2) dry erase markers and one (1) eraser shall be shipped loose with the completed ambulance.	1 1	BI BI
40-10-0505		WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)		ВІ

09/15/2013 PART NO	S DESCRIPTION (	QTY	Page 7
PARTINU	5 DESCRIPTION		
40-SP-0001	S < > FUEL FILL PROTECTOR - DIAMOND PLATE  ADP FUEL FILL PROTECTION PLATE.	1	ВІ
40-SP-0002	S < > LOWERED CURB DOOR - 3" LOWER CURBSIDE ONLY; STREETSIDE TO SAME NORMAL HEIGHT.	1	BI
41-01-0202	S < OUTSIDE STORAGE #1 - STREETSIDE FORWARD - OXYGEN STORAGE Oxygen Location - Locate cylinder in OSS #1, includes necessary O2 system and OSS #1 compartment changes.	1	ВІ
41-02-0052	< SHELF TRACK - EXPOSED - OSS #1 Install exposed shelf track in OSS #1	1	Bl
41-02-0102	SHELF ONE (1) IN OSS #1 Install one (1) adjustable shelf in OSS #1.	1	ВІ
41-03-0102	< > DIVIDER, FIXED - ONE (1) IN OSS #1 Install one (1) fixed divider is OSS #1. Exact placement to be determined	1	ВІ
42-01-0201 42-02-0053	XS OUTSIDE STORAGE #2 - STREETSIDE CENTER  < SHELF TRACK - RECESSED - OSS #2 Install recessed shelf track in OSS #2	1, 1	BI BI
42-02-0102	< > SHELF ONE (1) IN OSS #2 Install one (1) adjustable shelf in OSS #2.	1	ВІ
43-01-0203	XS < > OUTSIDE STORAGE #3 - STREETSIDE REAR - NO SHELF & SHORT DOOR Shorten OSS #3 height to the same height as OSS #2, eliminate inside/outside access in OSS #3, delete shelf. (includes interior cabinet changes) IPOS.	1	ВІ
44-01-0206	S < OUTSIDE STORAGE #4A BOARD/SCOOP, #4B W/INSIDE/OUTSIDE ACCESS OSS #4B to be full depth with Inside/Outside access.	1	ВІ
44-02-0052	< SHELF TRACK - EXPOSED - OSS #4 Install exposed shelf track in OSS #4	1	ВІ
44-02-0103	SHELVES TWO (2) IN OSS #4 Install two (2) adjustable shelves in OSS #4.	1	ВІ
44-03-0202	OIVIDERS - ADJUSTABLE FOR BACKBOARDS (8 total - 4 top of comp, 4 bottom of comp) Eight (8) adjustable L-shaped backboard dividers shall be provided and installed on shelf track in OSS #4A. (four at the top and four at the bottom of the compartment). The dividers shall be 8" high and be fabricated out of .090 aluminum. Rubber gasket shall be installed on the edge of dividers to cushlon the backboards.	1	Bi
45-01-0202	S < OUTSIDE STORAGE #5 - CURBSIDE FORWARD DELETE TWO ADJUSTABLE SHELVES		ВІ
46-01-0101	BATTERY STORAGE COMPARTMENT WITH SLIDE OUT TRAY - CURBSIDE		BI

09/15/2013 PART NO	S	icad	DESCRIPTION	QTY	Page ID
50-00-0202			ROUNDED INTERIOR CORNERS	1	ВІ
50-01-0300		<	INVENTORY CONTROL SYSTEM Install mini footman loops on the cabinet frames, and drill holes in the cabinet door handles for the inventory control system. (2010 std)	1	BI
50-01-0407	S	<	LATCHES CABINET - CHROME / STAINLESS STEEL install chrome locking lever latch on ACP, PDQ, and radio cabinet doors. Install Southco stainless steel locking flush pull latches on all other interior drawers and doors.	1	BI
			Standard is 13 pulls and 5 levers, this unit has 12 pulls and 5 levers		
50-10-0146	s	<	CABINET - LEFT WALL, UPPER REAR #1 - RESTOCKING HINGE (UP) Install a flip-up restocking hinge on cabinet #1.	1	Bi
			MATCH REQUIREMENTS OF DRAWINGS OF TYPE 1 ALREADY DONE AND PRICED		
50-10-0151		<	CABINET - LEFT WALL, UPPER #1A TOP HINGED  The left wall, interior angled cabinet (#1A) located above the rear action area, enclosed by one (1) top hinged solid door attached to hold-open(s), and covered with dry erase surface material. Door to be secured with a stainless steel locking flush pull latch, per dwg. #5.	1	ВІ
50-10-0161		<	CABINET - LEFT WALL, UPPER #2A TOP HINGED  The left wall, interior angled cabinet (#2A) located above the attendant control area, enclosed by one (1) top hinged solid door attached to hold-open(s), and covered with dry erase surface material. Door to be secured with a stainless steel locking flush pull latch, per dwg. #5.	1	BI
50-10-0207	S	<	CABINET - LEFT WALL, UPPER OVER PANEL #2 RESTOCKING HINGE Install a flip-up restocking hinge on cabinet #2. The cabinet shall contain one (1) adjustable shelf. See dwg #5	1	ВІ
			MATCH CHANGES AND CHARGES FOR TYPE 1 ALREADY PRICED		
50-10-0229		<	LEFT WALL - ATTENDANT CONTROL PANEL - HINGED PANEL The color micro processor screen shall be installed on an angled hinged access panel and secured with two (2) latches. The panel will be located to the immediate right of the attendant's seat. The forward portion of the panel will contain a flat area that may be used for future radio mounting etc.	1	ВІ
50-10-0342 50-10-0421	XS S	<	CABINET - LEFT WALL, LOWER REAR #3 - INSIDE/OUTSIDE DELETE DRAWER - SHARPS/WASTE IN PLACE OF A two (2) drawer cabinet unit shall be installed under the second action area on the interior streetside of the module IATS, per dwg. # 5. The drawers shall open towards an expanded width CPR seat and be secured with locking stainless steel flush pull latches.	1 1	BI BI
50-10-0602 50-10-0634 50-10-0705 50-20-0142	s		PRIMARY ACTION AREA SECONDARY ACTION AREA DELETE - DRAWER, SLIDE-OUT W/ WRITING SURFACE CABINET - FRONT WALL, UPPER #1	1 1 1	BI BI BI BI

	DESCRIPTION	QTY	Page
50-20-0279 \$	MODIFY FRONT WALL CABINET The lower front wall cabinet shall be split into 2 equal sized compartments IPOS. Each compartment shall have one (1) adjustable shelf. Install a third adjustable shelf to be used as a divider between the upper and lower cabinets. Install a removable faceplate between the cabinets to allow for possible future cabinet modifications. See dwg #7		ВІ
	MATCH CURRENT TYPE 1 CONFIGURATION ALREADY PRICED. REMOVE PHARMGUARD SYSTEM FROM PRICING. KEEP CABINET DIMENSIONS, CLOSE OUT TO EXTERIOR AND DOOR.		
50-20-0381	CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR) Install one (1) side hinged vented aluminum door on the cabinet below the PDQ. (cabinet door opening towards the rear of the truck). Door to be secured with a chrome locking lever latch.	1	Bi
50-20-0507 50-30-0104	PASS THROUGH - CAB TO MODULE  < > CABINET - RIGHT WALL, REAR WITH (1) DOOR, INSIDE/OUTSIDE  Delete interior rear curbside cabinets and aluminum shelves. Install one (1) door which will provide inside access to OSS #4B	1:	BI BI
50-50-0108	< > ATTN SEAT - EVS HIBAC, 3 PT W/ INTEGRAL CHILD, SWIVEL BASE Seat, Attendant - EVS high back, integral child seat, 3 point seat belt installed on a swivel base, IPOS	1	ВІ
50-50-0315	< CPR SEAT - WIDE FIXED CPR seat (30 Inch wide) per dwg #5	1	ВІ
50-50-0512 50-50-0522 50-50-0541 50-51-1001 50-51-1011	SQUAD BENCH BASE STORAGE (COMPARTMENT #2) SQUAD BENCH LID - WITH SHARPS AND TRASH ACCESS HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS CABINET CONSTRUCTION - INTERIOR - ALUMINUM  RECESSED ADJUSTABLE SHELF TRACK - CABINETS Install recessed adjustable shelf track in cabinets.	1 1 1 1	BI BI BI
50-51-2001	< CABINET DOORS - BRONZE ACRYLIC Bronze	1	ВІ
50-51-3001	< > CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE Headliner, walls, cabinet faces, and cabinet interiors Zolatone color to be #20-63 Marble Stone	1	ВІ
50-51-4011	< > COUNTER TOP - SOLID ACRYLIC - RAVEN BOULDER (BLACK) A Meganite solid acrylic counter top, Raven Boulder (black) #810,	1	ВІ
50-51-5001	<ul> <li>UPHOLSTERY - SPRADLING "ARCTIC" CHARCOAL #9017</li> <li>All cushions, head pads and seats shall be covered with Spradling International "Arctic" Charcoal # 9017 expanded vinyl upholstery material.</li> </ul>	1	ВІ
50-51-6003	<ul> <li>LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424         The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Gunmetal #424,     </li> </ul>	1	ВІ
50-60-0014	< > ASPIRATOR / SUCTION - IMPACT #324 SELF-CONTAINED - RECESSED An Impact #324 suction system with bulk-in pump shall be recessed into the street side lower interior wall near the attendant seat. The recessed area to be	1	BI

PART NO	S		DESCRIPTION large enough for the dealer to change out the suction unit to a SSCOR VX-2.	QTY	Page
50-60-0030		<	ASSIST HANDLES, (2) 'V' STAINLESS STEEL, (4) BLACK URETHANE A total of six (6) assist handles shall be provided: two (2) 1-1/4" diameter stainless steel 'V' handles, one (1) on each rear passage door; and four (4) 10-7/8" black vulcanized rubber with steel core assist handles, two (2) handles at the rear doorway, one (1) at the curbside doorway, and one (1) on the curbside sliding door.	1	ВІ
50-60-0106		<	DETECTOR, CARBON MONOXIDE - BATTERY OPERATED A battery operated carbon monoxide detector be installed on the forward wall of the patient compartment per dwg #7	1	ВІ
50-60-0129	S	<	Stryker Power Pro XT PLEASE PRICE A STRYKER POWER PRO XT STRETCHER WITH A IV POLE AND H-E FLAT ACCESSORIES.	1	ВІ
50-60-0143		< >	COT SAFETY HOOK - STRYKER  A Stryker cot rear capture / safety hook shall be provided and installed. Exact location and model to be determined at the pre-construction meeting.	1	ВІ
50-60-0153		< >	COT FASTENER - STRYKER SINGLE - CENTER POSITION Install a Stryker single position center mount	1	ВІ
50-60-0220 50-60-0256 50-60-0300			EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE	1 1	BI BI BI
50-60-0301 50-60-0322 50-60-0351		<	FLOORING - COVE GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE GRAB RAILS, 1-1/4" DIAMETER, (96") OVER COT & (64") SQ BENCH Install 64" stainless steel grab rail over the squad bench area IATS (2010 std)	1 1	Bi Bi Bi
50-60-0391 50-60-0424		<	HEADLINER - REAR PATIENT COMPARTMENT HEAT/AIR CONDITIONING, HOSELINE FT-454 4X4 AC/HEAT CORE Install Hoseline FT-454 with 4x4 AC/Heat Core. (std)	1 1	BI BI
60-60-0431		<	I V HANGERS - CEILING RECESSED - CAST PRODUCTS #IV2008-1 (2) Two (2) Cast Products #IV2008-1 recessed, dual ceiling I.V. hangers shall be provided per Dwg #9 locations.	1	ВІ
60-60-0482		< >	LAPTOP MOUNT - RAM A RAM Secure-n-Motion laptop mount (RAM-234-SNMU) and flat surface horizontal double swing arm mount (RAM-109H-1U) shall be installed in the patient compartment. The exact location to be determined at the pre-construction meeting.	1	ВІ
0-60-0613		<	OXYGEN OUTLETS (2) WALL/(1)CEILING - OHIO MEDICAL TYPE Three (3) Ohio Medical flush mounted, quick release outlets shall be installed. One (1) in the forward street side cabinet action area, one (1) shall be installed in the wall above the squad bench and one (1) shall be installed in the ceiling above the head end of the cot.	1	ВІ
60-60-0629		<	FLOW METER, OXYGEN - THORPE STYLE One (1) Thorpe style oxygen flow meter shall be shipped loose with the completed vehicle. (Braun #15920)	1	ВІ
0-60-0640			OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM	1	ВІ

09/15/2013 PART NO	S DESCRIPTION C	YT	Page
50-60-0660	PADDED EDGING PROTECTION		Bl
50-60-0661	PADS, HEAD AND BACK	1	BI
50-60-0709	XS < SHARPS AND TRASH CONTAINERS - ACCESS THRU SQUAD BENCH LID MATCH CURRENT DRAWINGS OF TYPE 1 AT FOOT OF SQUAD BENCH.	1	BI
50-60-0718 50-60-0730	SQUAD BENCH FACE - VINYL FLOORING MATERIAL  OOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH ZOLATONE	1	BI BI
	W/ACCESS PANELS Interior rear and curbside passage door panels to be full length aluminum, Zolatone sprayed to match interior color and contain removable latch access panel per dwg. # 6 & # 8. (Total 3).		
50-60-0761 50-60-0781	STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE  < > HOLDER / SWIVEL BASE FOR LIFE-PAK 12 & 15 (NCE H7000)  Base, Swivel - used for Life-Pak 12 & 15 #NCE H7000, (15.5"H x 12"W x 15"H)  SPECIFY LOCATION:	1	
50-60-0820	TURTLE TILE - SKID-RESISTANT MAT, CURBSIDE STEPWELL	1	ВІ
50-SP-0001	XS < > TWO-DRAWER UNIT IN WALKWAY SAME DESIGN AND SET UP AS ALREADY DONE IN TYPE 1 UNIT AND PRICED.	1	ВІ
50-SP-0002	XS < > CABINET AT HEAD OF SQUAD BENCH SAME DESIGN AND SET UP AS IN TYPE 1 UNIT THAT WAS PRICED.	1	Ві
50-SP-0003	XS < > 02 RECESSED STORAGE AT END OF SQUAD BENCH SAME DESIGN AND SET UP AS IN TYPE 1 UNIT THAT WAS ALREADY PRICED.	1	Ві
50-SP-0004	XS < > CABINET - RIGHT WALL, REAR WITH ONE (1) DOOR INSIDE/OUTSIDE SAME AS IN TYPE 1 UNIT ALREADY PRICED. CHANGE DOOR TO FACE SQUAD BENCH.	1	ВІ
50-SP-0005	XS < > INSTALL CUSTOMER SUPPLIED CYPER LOCK INSTALL A CUSTOMER SUPPLIED CIPHER STYLE LOCKING MECHANISM ON THE MEDICATION CABINET IN THE RIGHT FRONT WALL	1	BI
60-01-0001	PPG PAINT PROCEDURE		
60-01-0002	< PAINT MODULE - OEM WHITE Paint module OEM white to match the chassis	1	BI BI
60-01-0003	CLEAR COATING - MODULE PAINT	1	ВІ
80-01-0004	> BUFFING, PAINT - MODULE	1	BI
60-01-0012	< BUFF PAINT AND BODY WORK - MODULE ROOF The module roof shall be body worked and buffed.	i	1
60-10-0108 60-10-0169	CAB - OEM PAINT  XS < > CAB ORDERED WHITE TO MATCH MODULE  The cab and module shall be painted OEM white in color. The PPG paint code	1 1	BI BI
	shall be provided at the pre-construction meeting.		
80-20-0301	< > CHEVRON STRIPING - FULL COVERAGE Red/yellow chevron striping 6" wide inverted "V" shall be installed on the complete rear of the module.	1	ВІ
60-20-0504	< > SCOTCHLITE STRAIGHT STRIPE, 4" WIDE ON CAB AND MODULE A four (4) inch wide reflective scotchlite striped shall be installed straight around	1	ВІ

09/15/2013 Page 12 PART NO S DESCRIPTION QTY ID the cab and module. The stripe color and location will be determined at the pre-construction meeting. 60-25-0101 < BLACK REFLECTIVE MATERIAL IN RUB RAILS BI Install black reflective material in rub rails. 60-30-0200 DOOR REFLECTIVITY 1 В 60-40-0100 "KKK" STARS OF LIFE & LETTERING PACKAGE-INSTALLED 1 BI KKK stars of life and lettering package to be installed 60-SP-0001 XS < > LETTERING - PER CUSTOMER SPECS BI 1 PROVIDE AND INSTALL CUSTOMER SUPPLIED LETTERING PER APPROVED CUSTOMER SPECIFICATIONS AT PRE-CONSTRUCTION CONFERENCE 80-10-0101 KKK-A-1822F COMPLIANCE 1 ВІ 80-20-0001 < VEHICLE MANUALS (1) PACKAGE SET BI 1 One (1) Delivery Manual Package shall be supplied with the vehicle, and shall include the following items: Ambulance manufacturer parts, service and operation manuals OEM chassis owner's guide Complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems Multiplex Electrical system programming - electronic media 90-10-0004 WARRANTIES 1 BI 99-99-9999 S < LIGHTS, RUNNING BOARD - WHELEN BI 1 MINI-LED RUNNING BOARD LIGHT.

<b>HGACB</b> uy
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# CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only

Contract No.: Date Prepared:

TI GALGEOU	Fo	r MOTOR V	EHICLES On	ily	No.:		Prepared:	
This Worksheet is prep <u>MUST</u> be faxe		•	_					uments
Buying City of Manassas Fir	City of Manassas Fire-Rescue Department			Contractor:	Penn Care Inc. dba EZ-Ride Autos, Inc.			
Contrat	Contact Battalion Chief Todd Lunton			Prepared	· :whenseld lones			
Phone:	<del>-</del>			Phone:	By: (540) 840-1037			
Fax:				Fax: (540) 372-7568				
Email:				Email: MJJ61@aoi.com				
Product CA14 De	scription:	Chief XL-Typ	e I - Internation	nal TerraStar	- Maxxforce 7	- 17,000#GVWR	, 72"HR, 169"L	
A. Product Item Base Unit Pric	ce Per Co	ntractor's H	GAC Contra	ties and the				162,498
B. Published Options - Itemize (Note: Published Options are options					Include Opti	on Code in desc	ription if appl	
Description	n		Cost		Description			Cost
20-10-0601 10 Engine Block Heater			<del></del>		30-10-0902 Vista Display Screen - Push button - additional			1,608
20-20-0281 Security System/Anti-t	heft - igniti	on override	<del></del>			Check Out Light		72
20-20-0291 Light - Dome Weldon 8	8080 Red/C	lear	<del></del>	30-25-0201 Lighs, Running Board, Whelen Mini- LED			218	
30-10-0091 Shoreline, Indicator Lig			<del>i                                      </del>	30-26-3008 10 Lights, Rear Tail - Whelen LED			226	
30-10-0264 30 Inverter, Vanner - 10	_	-	<del>i                                      </del>	30-27-2008 10 Lights, Side Module Scene - 24 Diode LED			1,192	
30-10-0426 20 Light Rear Facing Exterior doors -Amber 44			<del></del>	2 30-25-0301 10 Lights, Underbody (4) Whelen 2G LED			488	
30-10-0431 Light, Stepwell -Curbside Doorway- 2" LED			<u> </u>	128 30-27-4151 Lights, Above Rub Rail - Techniq LED			316	
30-10-0450 Light, Streamlight, SL20XD (Total of 2)			<u>:                                      </u>	4 40-10-0030 Dock Bumpers, Rear 4 40-09-0164 ZICO SCBA Holders Two (2)			199	
30-10-0486 Lights, Recessed, LED Panel, (5) Streetside			<del>•</del>	40-09-0104 ZICO SCBA Holders Two (2) 40-10-0111 Fuel Fill Protector - Diamond Plate			287	
30-10-0490 Lights, Recessed, LED Panel, (2) Curbside			164				11(	
30-10-0670 Radio Tie-In Point - (1) 12v - Cab Console 30-10-0749 Rumbler - Federal Signal - Intersection Clearing			1,012	Subtotal From Additional Sheet(8):		5,646 16071		
C. Unpublished Options - Item (Note: Unpublished options are item	ize below	/ attach add	itional sheet(s	) if necessar			Subsital B.	1007
Description			Cost		Description		Cost	
See items from additional attached s	heets.							
					Subtotal From Additional Sheet(s):		39,83	
							Subtotal C:	3983
	lus Publish	ed Options (A+	-B).		For this	transaction the p	ercentage is:	22%
D. Total Cost Before Any Applica	ble Trade-	In / Other Alle						
Quantity Ordered:	1			of A + B + C	218400	- ************************************	Subtotal D:	21840
E. H-GAC Order Processing Char	**********	<del></del>					Subtotal E:	100
F. Trade-Ins / Special Discounts /		wances / Freig		n / Muscellane				
Description  The Mid Point for Size (2) Powers			Cost	Description		Cost		
Inspection Trip - Mid-Point for five (3) persons			3,000					
Inspection Trip - Final for five (3) persons			3,000	The state of the s			SubtractE	800
Delivery (Destination Charge) for ambulance 1,000			11,000		O 10		Subtotal F:	700
Delivery Date:				G. Lotal P	urchase Pric	e (D+E+F);	22640	

## BRAUN PUBLISHED OPTIONS ON HGAC BID

<u>NUMBER</u>	DESCRIPTION	COST
40-10-0402 10	Window, 13" x 33" Curbside Fixed, W/Sliding Dry Erase	633
40-01-0005	Divider, Fixed – In outside compartment	312
50-01-0300 10	Inventory Control System	83
50-60-0030	Assist Handles, (2) "V" Stainless Steel, (4) Urethane black	86
50-60-0143	Cot Safety Hook – Stryker	68
50-60-0345 10	Grab Rails, 1¼" Diameter, (96") Over Cot & (64") Over SQ Bench	107
50-60-0482	Laptop Mount – RAM	145
50-60-0786	Holder/Swivel Base for Lifepak 12 & 15 (NCE H7000)	506
60-20-0301	CHEVRONS REAR	2,145
60-20-0504	SCOTCHLITE STRIPE, 4" WIDE ON CAB AND MODULE	615
60-40-0100	"KKK" STARS OF LIFE & LETTERING PACKAGE – INSTALLED	946
	TOTAL OF THIS SHEET	5,646

## BRAUN UNPUBLISHED OPTIONS ON HGAC BID

NUMBER	DESCRIPTION	COST
20-10-0104	Air Suspension – International Ride Optimized Kneeling	846
30-10-0426	Lights, Rear Exterior Compartments, two (2) red mini, per	768
30-10-0447	Lights, OSS Compartments, LED Whelen Strip Light 45 Deg Brkt.	1,048
30-10-0755	Siren, Whelen 295-SAS1 IPOS Whelen 295-HFS	455
30-26-6103	Lights, Rear Module Warning — Whelen 900 LEDs including 24-diode LED Rear Scene Lights — IPOS	745
30-25-1009 10	Lightbar, Front – Whelen 55" Freedom LED w/ Opticom	4,111
30-25-3112	Lights, Front Grille $-$ (4) Whelen 500 Super LED w/ (2) RED and (2) WHITE to flash in "X" pattern	514
30-25-4205	Delete (5) Five 900 Series LEDs and one (1) White halogen –front	(465)
40-10-0069	Lower Curbside Door 3"	2,376
41-01-0202	Changes to OSS#1, Shelf tracking, shelf, divider, Move O2	1,525
42-01-0201	OSS#2 Changes	892
43-01-0203	OSS#3 change - Short door, enlarge interior cabinet	622
44-01-0206	Modify OSS#4 with dividers, shelves, Inside/outside access	2,107
44-03-0202	Dividers, Adjustable for Backboards	539
45-01-0201	OSS#5 - Delete two (2) shelves	(290)
50-01-0407	Latches, Cabinet – Stainless Steel, Delete 1 pull latch	(30)
50-10-0146	Re-stocking feature on Upper Rear Cabinet #1	310
50-10-0207	Re-stocking feature on Upper over Panel Cabinet #2	445
50-10-0342	Modify interior cabinet – left wall – lower rear #3	452
50-10-0421	Delete Drawer unit and replace with Sharps/Waste	(301)
50-10-0705	Delete Drawer, Slide-out w/writing surface	(289)
50-20-0279	Modify front wall cabinet to hold medication kits with lock and to have cabinet for jump bag below	489

	TOTAL OF THIS SHEET	39,831
60-SP-0001	Lettering to Customer Specifications	2,500
60-01-0012	Buff paint and Body work on Module Roof	850
50-SP-0005	Install Customer supplied cipher locking mechanism	135
50-SP-0002	Cabinet at Head of Sq. Bench w/ drawer system and cabinet below	1,790
50-SP-0001	Two-drawer unit w/ acrylic counter top in Walkway area	2,113
50-60-0709	Move Sharps/Waste to foot of Sq. bench and raise to cushion level	182
50-60-0129	Stryker Power Pro XT Cot w/ accessories requested	13,860
50-60-0106	Detector, Carbon Monoxide – Battery Operated	121
50-50-0108	Attn Seat – add 3 pt. seat belt IPOS	354
50-30-0104	Enlarge cabinet door – right wall – rear	199
50-20-0359	O2 recessed storage at end of squad bench	858

#### AGENDA STATEMENT

PAGE NO. 163 ITEM NO. 8

**MEETING DATE:** 

October 2, 2013 - Finance Committee

TIME ESTIMATE:

2 Minutes

**AGENDA ITEM TITLE:** 

2014 Finance Committee Calendar

**DATE THIS ITEM WAS** LAST CONSIDERED

BY COUNCIL:

N/A

**SUMMARY OF** 

ISSUE/TOPIC:

Consideration of the 2014 Finance Committee Calendar.

**STAFF** 

**RECOMMENDATION:** 

Approve the 2014 Finance Committee Calendar

**BOARD/COMMISSION/** 

**COMMITTEE:** 

**RECOMMENDATION:** 

Approve

Disapprove Reviewed See Comments

**CITY MANAGER:** 

Disapprove Reviewed See Comments

**COMMENTS:** 

DISCUSSION (IF NECESSARY):

**BUDGET/FISCAL** 

**IMPACT:** 

N/A

STAFF:

Diane V. Bergeron, Budget Manager, (703) 257-8272

# City of Manassas City Council Finance Committee Meetings for Calendar Year 2014

Day	Finance Committee Meeting Date	Time	Items Forwarded to the Council Meeting on
Wednesday	January 15, 2014	5:30 PM	January 27, 2014
Wednesday	January 29, 2014	5:30 PM	February 10, 2014
Wednesday	February 12, 2014	5:30 PM	February 24, 2014
Wednesday	February 26, 2014	5:30 PM Following Budget Work Session	March 10, 2014
Wednesday	March 12, 2014	5:30 PM Following Budget Work Session	March 24, 2014
	March 26, 2014	5:30-PM Following Budget Work Session	April 14, 2014
Wednesday	April 16, 2014	5:30 PM	April 28, 2014
	April 30, 2014	5:30 PM Following Budget Work Session	May 12, 2014
Wednesday		5:45 PM	May 19, 2014
Wednesday		5:30 PM	June 9, 2014
Wednesday	June 11, 2014	5:30 PM	June 23, 2014
Wednesday	June 25, 2014	5:30 PM	July 14, 2014
Wednesday	July 16, 2014	5:30 PM	July 28, 2014
Wednesday	July 30, 2014	5:30 PM	August 11, 2014
Wednesday	August 13, 2014	5:30 PM	September 8, 2014
Wednesday		5:30 PM	September 22, 2014
Wednesday	<u> </u>	5:30 PM	<b>FIVE YEAR FORECAST</b>
Wednesday		5:30 PM	October 20, 2014
	October 15, 2014	5:30 PM	October 27, 2014
Wednesday	October 29, 2014	5:30 PM	November 10, 2014
Wednesday	November 12, 2014	5:30 PM	November 24, 2014
Wednesday	November 19, 2014	5:30 PM	December 8, 2014
Wednesday	December 17, 2014	5:30 PM	January 12, 2015