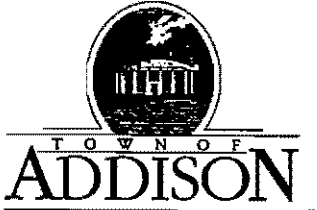


Addison Airport - Westside Project Closeout
1999

DSEOUT



August 23, 1999

PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

Ms. Kathy Griffin, Grant Manager
TxDOT, Aviation Division
125 E. 11th Street
Austin, TX 78701-2483

Re: Addison Airport Westside Taxiway, TxDOT Number 9842ADDSN

Dear Ms. Griffin:

I have enclosed the following items regarding closeout of the above referenced project:

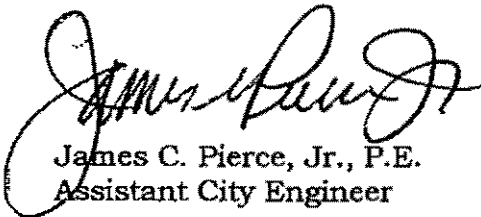
- Copy of Final Payment Request
- Sponsor Certification for Construction Final Acceptance
- Report of DBE Goal Accomplishments, DOT form 4630
- Report of Certified DBE Contractors Used on FAA Assisted Contracts

The Property Map, Exhibit A, has not changed from the current property map on file with TxDOT Aviation Division, as a result of this project.

Please give me a call at 972-450-2879 if you have any questions or require additional information.

Very truly yours,

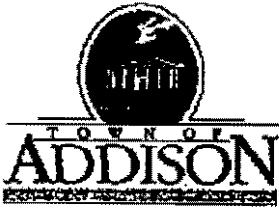
Town of Addison



James C. Pierce, Jr., P.E.
Assistant City Engineer

cc: Chris Terry, Assistant City Manager
John Baumgartner, Director of Public Works

Enclosures



FINANCE DEPARTMENT

(972) 450-7053 • Facsimile (972) 450-7096

5350 Belt Line Road

Post Office Box 144 Addison, Texas 75001

August 10, 1999

Ms. Karen Wiedemann
Grant Administrator
TxDOT - Aviation Division
125 E. 11th Street
Austin, TX 78701-2483

RE: TxDOT Contract No. 8XXFA040

Dear Ms. Wiedemann:

Enclosed please find the final payment request and supporting documentation for the West Side Taxiway Improvement. The date of request is July 22, 1999. The amount requested is \$100,538.99.

If you should have questions please contact John Baumgartner, Addison Public Works Director, at (972)450-2886.

Sincerely,

Randolph C. Moravec
Finance Director

RCM/mg
Enclosures

cc: Sandra Goforth, Addison Accounting Manager

Post-It™ brand fax transmittal memo 7671		# of pages » 2
To Jim Pierce	From S. Goforth	
Co.	Co.	
Dept.	Phone #	
Fax #	Fax #	

TEXAS DEPARTMENT OF TRANSPORTATION - DIVISION OF AVIATION
Grant Payment Request form (Reliever Airports)

SECTION A (TO BE COMPLETED BY TXDOT)

Town of Addison

17513335558005 (Direct Deposit)

PO Box 9010

Addison, TX 75001-9010

Addison

76

42

874

384

9842ADDSN

\$ -
\$ -
\$ -

APPROVAL:

July 22, 1999

\$ 2,156,499.66
\$ 320,111.98
\$ 2,692.00
\$ 2,478,303.64
\$ 247,930.36
\$ 2,231,373.28
\$ 2,130,834.28
\$ 100,518.99

ATTACH COPY OF INVOICES TO THIS REQUEST

CERTIFICATION OF SPONSOR

I, John R. Baumgartner, do hereby certify that I am Director of Public Works, and that I am duly authorized to make this certification for and on behalf of the Town of Addison. I further certify that the attached invoice is correct and that it corresponds in every particular with the supplies and/or services contracted for. I further certify that the account is true, correct and unpaid.

John R. Baumgartner 8-10-99
SIGNATURE

SPONSOR CERTIFICATE FOR CONSTRUCTION PROJECT FINAL ACCEPTANCE

Sponsor's Name: Town of Addison

Airport: Addison Airport Project Number: TxDOT Project No. 9842 ADDSN

Project Description: West Taxiway and Connectors

Section 509 (d) of the Airport and Airway Improvement Act of 1982, as amended (herein called the Act), authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. Every certified item must be marked. Each certified item with a "no" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item "N/A".

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

Indicate N/A if this entire section is not applicable to the grant.

1. The personnel engaged in project administration, engineering supervision, and construction inspection and testing (were) determined to be qualified and competent to perform the work..

Yes X No _____ N/A _____

2. Daily construction records (were) kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

Yes X No _____ N/A _____

3. Weekly payroll records and statements of compliance (were) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil right requirements (Advisory Circulars 150/5100-6 and 150/5100-15).

Yes X No _____ N/A _____

4. Compliance regarding the mandated Federal provisions set forth in the contract documents (have been) submitted to FAA.

Yes No N/A

5. All tests specified in the plans and specifications (were) performed and the test results documented. A summary of test results (has been) available to FAA.

Yes No N/A

6. For any test results outside allowable tolerance, appropriate corrective actions (were) taken.

Yes No N/A

7. Payments to the contractor (were) made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, pay reduction factors required by the specification (were) applied in computing final payments and a summary of pay reductions (has been) available to FAA.

Yes No N/A

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

Yes No N/A

9. A final project inspection was conducted with representatives of the sponsor and the contractor. Project files contain documentation of the final inspection.

Yes No N/A

10. Work in the Grant Agreement was physically completed and corrective actions required as a result of the final inspection were completed to the satisfaction of the sponsor.

Yes No N/A

11. If requested, the as-built plans and an equipment inventory, if applicable, have been submitted to FAA.

Yes No N/A

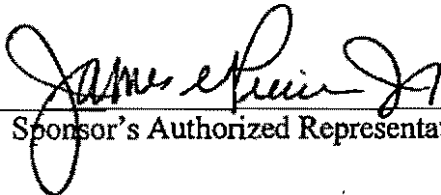
A revised airport layout plan was made available to FAA.

Yes No N/A

12. Applicable close-out financial reports have been submitted to FAA.

Yes X No N/A

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

Signed: 
Sponsor's Authorized Representative

Dated: June 1, 1999

Jim Pierce, Jr., P.E., Assistant City Engineer
Typed Name and Title of Sponsor's Representative

REPORT OF DBE GOAL ACCOMPLISHMENTS

1. Name of Sponsor: Town of Addison
 2. Name of Airport: Addison Airport
 3. Name of Preparer: Jim Pierce, Jr., P.E. Telephone No. (972) 450-2879
 4. Goal Period: From: 1/3/95 To: 6/1/99 5. Approved Overall DBE Goal 15 %
 6. AIP Project No.(s) TxDOT Project No.: 9842 ADDSN

	(a) Number	(b) \$ Value
7. Total Prime Contracts Awarded to all Contractors.....	2	\$ 2,370,740
8. Total Prime Contracts Awarded to DBEs	0	0
9. Total Subcontracts Awarded to DBEs by non-DBE Prime Contractors.....	7	\$ 355,894
10. Total Prime and Subcontracts Awarded to DBEs (sum of Items 8 & 9).....	7	\$ 355,894
11. 10(b) divided by 7(b) = <u>15.01</u> % = actual DBE Participation.		
12. DBE Prime and Subcontract Awards by Type of Work:		

	Number		\$ Value	
	Women	Total DBE	Women	Total DBE
a. Professional/Consulting Services	1	4	\$ 55,157	\$ 127,561
(1) Engineering.....		1		\$ 25,928
(2) Architectural.....				
(3) Consultants.....				
(4) Testing.....		1		\$ 29,936
(5) Other.....	1	2	\$ 55,157	\$ 71,697
b. Construction	2	3	\$ 138,204	\$ 228,333
(1) Grading/Drainage.....	1	1	\$ 24,000	
(2) Paving.....				
(3) Structures/Building.....				
(4) Landscaping.....				
(5) Electrical.....				
(6) Trucking.....	1	2	\$ 114,204	\$ 204,333
(7) Painting.....				
(8) Fencing.....				
(9) Other.....				
c. Supplies				
(1) Electrical.....				
(2) Other.....				
d. Equipment				
(1) Leasing.....				
(2) Purchasing.....				
TOTAL	1	7	\$ 193,361	\$ 355,894

13. DBE Prime and Subcontract Awards by disadvantaged Group:

	Number	\$ Value
Black Americans.....	1	\$ 90,129
Hispanic Americans.....	1	\$ 16,540
Native Americans.....	1	\$ 29,936
Asian-Indian Americans.....		
Asian-Pacific Americans.....	1	\$ 25,928
Women (that are not included above).....	3	\$ 193,361
Other disadvantaged.....		
Total DBE.....	7	\$ 355,894

The Public reporting burden for this collection of information is estimated to average one hour per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to OMB and the DOT at the following addresses: Office of Management and Budget Paperwork Reduction Project (2105-9510) Washington, DC 20503		and	US DOT/OET/OSDBE, S-42 400 Seventh Street, S.W. Washington, DC 20590
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REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA-ASSISTED
CONTRACTS

Name of Airport: Addison
Airport Sponsor: Town of Addison
City/State: Addison, Texas
Preparer: Robert G. Schmidt, P.E./URS Greiner, Inc.
Telephone No.: (817) 545-0891
Date: June 1, 1999

List below information about DBEs that performed work on FAA-assisted contracts during the goal period which just expired. If no DBE firms participated on FAA assisted contracts, write "None" below.

Name of DBE firm: PSA Engineering, Inc.
Address: 17400 Dallas Parkway, Suite 110
City: Dallas State: Texas Zip: 75287
Telephone No.: (972) 248-9651
Type of Work: Electrical Engineering
\$ Amount of Work: \$ 25,928
AIP Grant No.: TxDOT Project No.: 9842 ADDSN

Name of DBE firm: Wise Contractors – Consultants, Inc.
Address: Route 1, Box
City: Oakwood State: Texas Zip: 75855
Telephone No.: (903) 389-7404
Type of Work: Construction Inspection
\$ Amount of Work: \$ 55,157
AIP Grant No.: TxDOT Project No.: 9842 ADDSN

(Use additional sheets as necessary)

Name of DBE firm: Gorronдона & Associates, Inc.
Address: 6737 Brentwood Stair Road, Suite 224

City: Fort Worth State: Texas Zip: 76122
Telephone No.: (817) 496-1424
Type of Work: Surveying
\$ Amount of Work: \$ 16,540
AIP Grant No.: TxDOT Project No.: 9842 ADDSN

Name of DBE firm: Brenda Price Trucking
Address: 805 Nations Dr.

City: Azle State: Texas Zip: 76020
Telephone No.: (817) 444-0836
Type of Work: Trucking
\$ Amount of Work: \$ 114,204
AIP Grant No.: TxDOT Project No.: 9842 ADDSN

Name of DBE firm: M. H. Construction Company, Inc.
Address: 5632 FM 428

City: Aubry State: Texas Zip: 76227
Telephone No.: (940) 565-0837
Type of Work: Sewer, water main, underground utilities
\$ Amount of Work: \$ 24,000
AIP Grant No.: TxDOT Project No.: 9842 ADDSN

(Use additional sheets as necessary)

Name of DBE firm: Terra-Mar
Address: 11050 Agles Lane
City: Dallas State: Texas Zip: 75229
Telephone No.: (972) 488-8800
Type of Work: Quality Control Testing
\$ Amount of Work: \$ 29,936
AIP Grant No.: TxDOT Project No.: 9842 ADDSN

Name of DBE firm: Shar Trucking
Address: P.O. Box 279
City: Seagoville State: Texas Zip: 75159
Telephone No.: (972) 287-3266
Type of Work: Sand & Gravel Material Supplier
\$ Amount of Work: \$ 47,210
AIP Grant No.: TxDOT Project No.: 9842 ADDSN

Name of DBE firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone No.: _____
Type of Work: _____
\$ Amount of Work: \$
AIP Grant No.: TxDOT Project No.: 9842 ADDSN

(Use additional sheets as necessary)



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

August 17, 1999


Ms. Kathy Griffin, Grant Manager
TxDOT, Aviation Division
125 E. 11th Street
Austin, TX 78701-2483

Re: TxDOT Project No: AP Addison; TxDOT CSJ No.: 9842ADDSN
Addison Airport Westside Taxiway

Dear Ms. Griffin:

We are in the process of preparing the paperwork to close out the above referenced project. As part of that process, this is to transmit one set of prints of the as-built drawings for your file. The remaining documents will follow shortly.

Very truly yours,

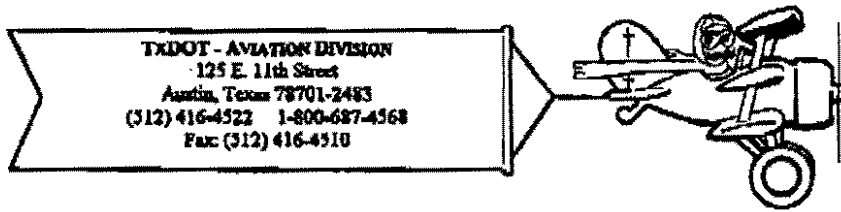


James C. Pierce, Jr., P.E.
Assistant City Engineer

cc: Chris Terry, Assistant City Manager
John Baumgartner, Director of Public Works

Enclosure

FAX TRANSMISSION



DATE: March 25, 1999

NUMBER OF PAGES: 8, including cover

TO: John Baumgartner
Town of Addison

FAX NUMBER: (972) 450-2837

FROM: Kathy Griffin
Grant Manager

COMMENTS: Close Out project.

Here is the letter with forms referenced for the close out procedure. Please include a letter with the final costs for construction, engineering and administration and request the amount needed to cover the increases.

Jim -
FYI
We need to
address these
issues to close
out our project.
Ther Ryan
John



Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

*1 - size
full size ✓*

December 14, 1998

Mr. John Baumgartner, P.E.
Director of Public Works, Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

TxDOT Number: 9842ADDSN
Addison Airport

Dear Mr. Baumgartner:

To close the federal grant for your airport project please submit the following:

- Final payment or reimbursement request
- AS-Built Plans
- Exhibit A, Property Map, if changed from the current property map on file with the Aviation Division, TxDOT.
- Sponsor Certification for Construction Final Acceptance
- Report of DBE Goal Accomplishments (DOT Form 4630)
- Report of Certified DBE Contractors Used on FAA Assisted Contracts.

Enclosed are copies of the last three forms. If you have questions concerning the close-out, please contact me at 1-800-687-4568.

Sincerely,

Kathy Griffin
Grant Manager

cc: Bruce Ehly
Tex Schmidt

SPONSOR CERTIFICATION FOR CONSTRUCTION PROJECT FINAL ACCEPTANCE

Sponsor's Name: _____

Airport: _____ Project Number: _____

Project Description: _____

Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended (herein called the Act), authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. Every certified item must be marked. Each certified item with a "no" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item "N/A."

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

_____ Indicate N/A if this entire section is not applicable to the grant.

1. The personnel engaged in project administration, engineering supervision, and construction inspection and testing (were) determined to be qualified and competent to perform the work.

Yes _____ No _____ N/A _____

2. Daily construction records (were) kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

Yes _____ No _____ N/A _____

3. Weekly payroll records and statements of compliance (were) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).

Yes _____ No _____ N/A _____

4. Complaints regarding the mandated Federal provisions set forth in the contract documents (have been) submitted to FAA.

Yes _____ No _____ N/A _____

5. All tests specified in the plans and specifications (were) performed and the test results documented. A summary of test results (has been) available to FAA.

Yes _____ No _____ N/A _____

6. For any test results outside allowable tolerances, appropriate corrective actions (were) taken.

Yes _____ No _____ N/A _____

7. Payments to the contractor (were) made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, pay reduction factors required by the specifications (were) applied in computing final payments and a summary of pay reductions (has been) available to FAA.

Yes _____ No _____ N/A _____

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

Yes _____ No _____ N/A _____

9. A final project inspection was conducted with representatives of the sponsor and the contractor. Project files contain documentation of the final inspection.

Yes _____ No _____ N/A _____

10. Work in the Grant Agreement was physically completed and corrective actions required as a result of the final inspection were completed to the satisfaction of the sponsor.

Yes _____ No _____ N/A _____

11. If requested, the as-built plans and an equipment inventory, if applicable, have been submitted to FAA.

Yes _____ No _____ N/A _____

A revised airport layout plan was made available to FAA.

Yes _____ No _____ N/A _____

12. Applicable close-out financial reports have been submitted to FAA.

Yes _____ No _____ N/A _____

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

Signed: _____ Dated: _____
 Sponsor's Authorized Representative

Typed Name and Title of Sponsor's Representative

Westside Taxiway Expenditures/Reimbursements

Date	Vendor	Amount	Description
29-Mar-95	Greiner, Inc.	48,248.00	Engineering
13-Apr-95	Greiner, Inc.	50,541.50	Engineering
6-May-95	Greiner, Inc.	21,037.50	Engineering
21-Aug-95	Dallas Ft Worth Suburban News	482.40	Legal ad
14-Sep-95	Greiner, Inc.	11,220.00	Engineering
30-Oct-95	Greiner, Inc.	7,308.20	Engineering
20-Nov-95	Greiner, Inc.	2,100.50	Engineering
23-Jan-97	Greiner, Inc.	910.22	Engineering
2-Dec-97	Dallas Ft Worth Suburban News	509.60	Legal ad
4-Dec-97	Greiner, Inc.	6,496.00	Engineering
27-Feb-98	Greiner, Inc.	6,588.00	Engineering
11-May-98	Total expenditures	162,036.83	
	TxDot percentage	0.99	
	TxDot share	145,835.10	
26-May-98	Amount rec'd from TxDot	145,835.00	
20-May-98	Greiner, Inc.	2,022.00	Engineering
18-Jun-98	HB Zachry	184,690.55	Construction
6-Jul-98	Total expenditures	187,022.55	
	TxDot percentage	0.99	
	TxDot share	150,320.39	
Jul-98	Amount rec'd from TxDot	150,320.28	
7-Jul-98	Greiner, Inc.	25,835.50	Engineering
24-Jul-98	HB Zachry	477,334.68	Construction
4-Aug-98	Total expenditures	503,270.18	
	TxDot percentage	0.99	
	TxDot share	452,043.16	
Aug-98	Amount rec'd from TxDot	452,043.00	
17-Aug-98	HB Zachry	305,738.09	Construction
26-Aug-98	Total expenditures	305,738.09	
	TxDot percentage	0.99	
	TxDot share	275,184.28	
Sep-98	Amount rec'd from TxDot	275,184.00	
26-Aug-98	Greiner, Inc.	22,848.00	Engineering
3-Sep-98	Total expenditures	22,848.00	
	TxDot percentage	0.99	
	TxDot share	20,591.40	
Oct-98	Amount rec'd from TxDot	20,591.00	
07-Oct-98	HB Zachry	213,440.84	Construction
07-Oct-98	Greiner, Inc.	40,509.00	Engineering
23-Oct-98	Total expenditures	253,949.84	
	TxDot percentage	0.99	
	TxDot share	226,554.89	
Oct-98	Amount rec'd from TxDot	226,554.00	
9-Nov-98	Greiner, Inc.	27,008.00	Engineering
5-Nov-98	HB Zachry	407,828.18	Construction
21-Nov-98	Total expenditures	434,836.18	
	TxDot percentage	0.99	
	TxDot share	391,440.76	
Dec-98	Amount rec'd from TxDot	391,440.00	
11-Nov-98	J-W Operating Company	541.25	Alpine wash
14-Dec-98	HB Zachry	200,541.65	Construction
14-Dec-98	HB Zachry	138,202.60	Construction
20-Jan-99	Total expenditures	338,285.50	
	TxDot percentage	0.99	
	TxDot share	305,350.85	
Feb-99	Amount rec'd from TxDot	304,589.00	
	Amount disallowed by TxDot	487.00	
11-Jan-99	Greiner, Inc.	24,187.50	Engineering
28-Jan-99	HB Zachry	33,283.10	Construction
8-Mar-99	Total expenditures	57,470.60	
	TxDot percentage	0.99	
	TxDot share	51,705.54	
Mar-99	Amount rec'd from TxDot	51,705.00	
24-Feb-99	HB Zachry	107,824.89	Construction
25-Mar-99	Total expenditures	107,824.89	
	TxDot percentage	0.99	
	TxDot share	87,042.49	
Apr-99	Amount rec'd from TxDot	87,042.00	
24-May-99	Greiner, Inc.	13,774.00	Engineering
23-Jun-99	Total expenditures	13,774.00	
	TxDot percentage	0.99	
	TxDot share	12,396.60	
Jul-99	Amount rec'd from TxDot	12,396.00	
21-May-99	Greiner, Inc.	2,185.00	Engineering
18-Jun-99	HB Zachry	107,824.88	Construction
17-Oct-99	Deloitte & Touche	500.00	Audit svcs
16-Nov-99	Deloitte & Touche	750.00	Audit svcs
18-Feb-99	Deloitte & Touche	450.00	Audit svcs
Aug-99	Total expenditures	111,709.88	
	TxDot percentage	0.99	
	TxDot share	109,538.99	
	Total TxDot share expenditures per GA, Less amount not allowed	2,231,860.42 (487.00)	
		2,231,373.42	
	Total TxDot share expenditures per payment requests	2,231,373.28	

FROM: H. B. Zachry Company
P.O. Box 1004
Addison, TX 75001-1004

JOB NO: 9842 ADDSN
 DESCRIPTION: Construct West Taxiway and Connectors
with Drainage Improvements (South Segment)

TO: Town of Addison (c/o URS Greiner)
Addison Finance Building
5350 Beltline Rd.
Addison, TX 75240

ESTIMATE NO.: 4744-0010
 PERIOD FROM: 04/23/99
 PERIOD TO: 04/23/99

ACT NO	ITEM NO	SPEC NO	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	1	P-104-5.1	BITUMINOUS PAVEMENT REMOVAL	SY	19,420.00	0.67	\$13,011.40	16360	\$10,961.20		\$0.00	16360	\$10,961.20
1	2	P-104-5.2	CONCRETE PAVEMENT REMOVAL	SY	1,740.00	4.96	\$8,630.40	4856.5	\$24,088.24		\$0.00	4856.5	\$24,088.24
1	3	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	23,100.00	11.00	\$254,100.00	23398	\$257,378.00		\$0.00	23398	\$257,378.00
1	4	P-154-5.1	SUBBASE COURSE	CY	280.00	71.18	\$19,924.80		\$15,512.88		\$0.00	218	\$15,512.88
1	5	P-155-8.1	LIME TREATED SUBGRADE	SY	18,500.00	2.56	\$47,200.00		\$46,531.64		\$0.00	18178.42	\$46,531.64
1	6	P-155-8.2	LIME	TON	415.00	138.61			\$55,570.83		\$0.00	400.915	\$55,570.83
1	7	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	CY	3,100.00				\$158,528.76		\$0.00	3324.74	\$158,528.76
1	8	S-1-4.1	REMOVE AND REPLACE CONCRETE PAVING	SY					\$18,893.34		\$0.00	258	\$18,893.34
1	9	TXDOT 340-1	TYPE "A" HOT MIX BASE COURSE						\$20,268.54		\$0.00	576.63	\$20,268.54
1	10	TXDOT 340-2	TYPE "A" HOT MIX SUBBASE COURSE						\$14,051.54		\$0.00	403.78	\$14,051.54
1	11	TXDOT 340-3	TYPE "D" HOT MIX SURFACE COURSE						\$23,208.58		\$0.00	629.3	\$23,208.58
1	12	P-401-8.4	MILLING EXISTING PAVEMENT						\$665.48		\$0.00	524	\$665.48
1	13	P-501.8.1	PORTLAND CEMENT CONCRETE PAVEMENT 10"						\$2,000.32		\$0.00	17878	\$542,000.32
1	14	P-501.8.2	PORTLAND CEMENT CONCRETE PAVEMENT 8"						2,333.70		\$0.00	2145	\$62,333.70
1	15	P-602-5.1	BITUMINOUS PRIME COAT	GA					\$915.00		\$0.00	610	\$915.00
1	16	P-603-5.1	BITUMINOUS TACK COAT	GA					\$382.13		\$0.00	254.75	\$382.13
1	17	P-620-5.1	RUNWAY AND TAXIWAY PAINTING	SF					\$26.50		\$0.00	24230	\$13,328.50
1	18	D-701-5.1	30" REINFORCED CONCRETE PIPE CLASS III	LF					\$99.55		\$0.00	705	\$62,399.55
1	19	D-701-5.3	36" REINFORCED CONCRETE PIPE CLASS III	LF					\$13.30		\$0.00	710	\$61,813.30
1	20	D-701-5.4	42" REINFORCED CONCRETE PIPE CLASS III	LF					\$8.38		\$0.00	1822	\$284,718.38
1	21	TXDOT 402-1	TRENCH EXCAVATION PROTECTION	LF					\$1.02		\$0.00	3237	\$20,811.02
1	22	D-751-5.1	GRATE INLET (TYPE H) (MOD)	EA					\$1.00		\$0.00	8	\$30,060.00
1	23	D-751-5.2	GRATE INLET (TYPE H) (MOD) W/M MH BOTTOM	EA					\$0.00		\$0.00	1	\$7,284.50
1	24	D-751-5.3	TYPE M MANHOLE	EA					\$0.00		\$0.00	2	\$17,368.00
1	25	TXDOT 184-1	SEEDING AND MULCHING	SY					\$0.00		\$0.00	70100	\$31,545.00
1	26	L-108-5.1	L-824C #8, 5KV CABLE (INSTALLED IN DUCT)	LF					\$0.00		\$0.00	8621	\$7,758.90
1	27	L-108-5.2	#6 AWG BARE CO/CP (INSTALLED ABOVE DUCT)	LF					\$0.00		\$0.00	4300	\$3,096.00
1	28	L-110-5.1	2" PVC ONE-WAY ELECTRICAL DUCT - TYPE A	LF					\$0.00		\$0.00	3700	\$38,554.00
1	29	L-110-5.2	2" PVC ONE-WAY ELECTRICAL DUCT - TYPE B - CONCRETE EN	LF					\$0.00		\$0.00	643	\$10,770.25
1	30	L-110-5.3	4" PVC ONE-WAY ELECTRICAL DUCT - TYPE C - CONCRETE EN	LF					\$6,568.90		\$0.00	130	\$6,568.90
1	31	L-110-5.4	FOUR-WAY FAA DUCT - TYPE "D"	LF				75	\$36,715.50		\$0.00	75	\$36,715.50
1	32	L-110-5.5	THREE-WAY FAA DUCT - TYPE "E"	LF				80	\$8,321.80		\$0.00	80	\$8,321.80
1	33	L-110-5.6	THREE-WAY FAA DUCT - TYPE "F"	LF				80	\$8,321.80		\$0.00	80	\$8,321.80
1	34	L-110-5.7	2" PVC ONE-WAY SPLIT FAA DUCT TYPE "G"	LF				0	\$0.00		\$0.00	0	\$0.00
1	35	L-110-5.8	SAND ENCASE EXPOSED FAA CABLE - TYPE "H"	LF	20.00	7.73	\$154.60	20	\$154.60		\$0.00	20	\$154.60
1	36	L-110-5.9	INSTALL PRECAST HANDHOLE	EA	2.00	5,458.46	\$10,918.92	2	\$10,918.92		\$0.00	2	\$10,918.92
1	37	L-110-5.10	RELOCATE EXISTING HANDHOLE	EA	2.00	6,512.33	\$13,024.66	0	\$0.00		\$0.00	0	\$0.00
1	38	L-125-5.1	REMOVE AND REINSTALL EXIST (MITL) FIXTURE	EA	8.00	766.01	\$6,128.08	8	\$6,128.08		\$0.00	8	\$6,128.08
1	39	L-125-5.2	L-861T MITL BASE MOUNTED FIXTURE (BLUE)	EA	63.00	815.78	\$51,394.14	93	\$75,867.54		\$0.00	93	\$75,867.54
1	40	L-125-5.3	L-850C RUNWAY SEMI-FLUSH(MITL) BIDIRECTIONAL	EA	1.00	1,678.22	\$1,678.22	1	\$1,678.22		\$0.00	1	\$1,678.22
1	41	L-125-5.4	L-858 GUIDANCE SIGN SIZE III(1 MODULE) SF	EA	3.00	3,497.31	\$10,491.93	3	\$10,491.93		\$0.00	3	\$10,491.93
1	42	L-125-5.5	L-858 GUIDANCE SIGN SIZE III(2 MODULE) SF	EA	7.00	1,099.41	\$7,695.87	7	\$7,695.87		\$0.00	7	\$7,695.87
1	43	L-125-5.6	L-858 GUIDANCE SIGN SIZE III(3 MODULE) SF	EA	2.00	4,871.16	\$9,742.32	2	\$9,742.32		\$0.00	2	\$9,742.32
1	44	L-125-5.7	L-858 GUIDANCE SIGN SIZE III(3 MODULE) DF	EA	1.00	5,436.28	\$5,436.28	1	\$5,436.28		\$0.00	1	\$5,436.28
1	45	L-125-5.8	REMOVE & REINSTALL EXIST GUIDANCE SIGN	EA	1.00	1,581.27	\$1,581.27	1	\$1,581.27		\$0.00	1	\$1,581.27
1	46	SP 317-1	THIRD PARTY INSURANCE	LS	1.00	0.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
3	1	L-108-5.1	L-824C #8, 5KV CABLE (INSTALLED IN DUCT)	LF	5,700.00	0.87	\$4,959.00	0	\$0.00		\$0.00	0	\$0.00
3	2	L-108-5.2	#6 AWG BARE CO/CP (INSTALLED ABOVE DUCT)	LF	5,000.00	0.71	\$3,550.00	4130	\$2,932.30		\$0.00	4130	\$2,932.30
3	3	L-110-5.1	2" PVC ONE-WAY ELECTRICAL DUCT - TYPE A	LF	4,440.00	10.00	\$44,400.00	4921	\$49,210.00		\$0.00	4921	\$49,210.00
3	4	L-125-5.1	REMOVE AND REINSTALL EXIST (MITL) FIXTURE	EA	10.00	743.08	\$7,430.80	0	\$0.00		\$0.00	0	\$0.00
3	5	L-125-5.2	L-861T MITL BASE MOUNTED FIXTURE (BLUE)	EA	35.00	791.35	\$27,697.25	0	\$0.00		\$0.00	0	\$0.00

*7-8-99
 called Maged est
 for another est
 for original
 with original
 signature*

FROM: H. B. Zachry Company
P.O. Box 1004
Addison, TX 75001-1004

JOB NO: 9842 ADDSN
 DESCRIPTION: Construct West Taxway and Connectors
with Drainage Improvements (South Segment)

TO: Town of Addison (c/o URS Greiner)
Addison Finance Building
5350 Bellline Rd.
Addison, TX 75240

ESTIMATE NO.: 4744-0010
 PERIOD FROM: 04/23/99
 PERIOD TO: 04/23/99

ALT NO	ITEM NO	SPEC NO	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
ORIGINAL CONTRACT TOTALS							\$2,050,627.77		\$2,080,638.61		\$0.00		\$2,080,638.61

SUPPLEMENTAL AGREEMENTS

ALT NO	S.A. NO	SPEC NO	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	1	NA	Work near runway is to be performed at night	LS	1.00	\$33,073.00	33,073.00	1	\$33,073.00	0	\$0.00	1	\$33,073.00
1	2	TXDOT 340	Add 55 Tons of Tx DOT 340 type D for Detour	LS	1.00	5,829.15	5,829.15	1	\$5,829.15	0	\$0.00	1	\$5,829.15
1	3	TXDOT 340	Night Work Phase 3 and Relocation of LS Sign	LS	1.00	\$36,959.00	36,959.00	1	\$36,959.00	0	\$0.00	1	\$36,959.00
SUPPLEMENTAL WORK TOTALS							\$76,861.15		\$76,861.15		\$0.00		\$76,861.15

MATERIAL ON HAND

ALT NO	ITEM NO	SPEC NO	DESCRIPTION	UNIT	INVOICE NO	RECEIVED THIS PERIOD	PREVIOUS ON HAND	CURRENT PERIOD	BALANCE ON HAND	UNIT PRICE	PREVIOUS AMT PAID	TOTAL TO DATE
									0		\$0.00	\$0.00
									0		\$0.00	\$0.00
									0		\$0.00	\$0.00
									0		\$0.00	\$0.00
MATERIAL ON HAND TOTALS											\$0.00	\$0.00

TOTAL WORK PERFORMED TO DATE:	\$2,156,499.88
TOTAL MATERIALS ON HAND	\$0.00
LESS: 0% Retainage:	\$0.00
(This is a request for 10% Payment of the retainage)	
NET WORK THIS ESTIMATE:	\$2,156,499.88
LESS: Previous Payments:	\$2,048,674.88
LESS: Other Deductions (see attached sheet for backup)	\$0.00
NET DUE THIS ESTIMATE:	\$107,824.98

Certified Contact:	URS Greiner Inc.	
By: <i>[Signature]</i>	Sr. P.M.	6-1-99
(Name)	(Title)	(Date)
Checked By:	H.B. Zachry Company	
By: <i>Majed Alimam</i>	Project Ctrlr Man.	4/23/99
(Name)	(Title)	(Date)
Recommended for Payment:	Town of Addison	
By: <i>J. Keiser</i>	Asst. City Engr.	6-14-99
(Name)	(Title)	(Date)



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

MEMORANDUM

To: Chris Terry, Assistant City Manager

Through: John Baumgartner, Director of Public Works *JRB*

From: Jim Pierce, Assistant City Engineer *J.P.*

Subject: Acceptance of the West Taxiway Project (Project Number 54200)

H.B. Zachry Co. has completed the above referenced project as per the plans and specifications. Attached is their pay request for final payment of \$107,824.98.

The original contract amount for the project was \$2,060,627.77. The actual work performed by H.B. Zachry, including approved change orders, was \$2,156,499.66. The Town will receive 90% of eligible costs through a grant from TxDOT-Aviation Division.

Staff recommends that the Council accept the construction of the West Taxiway and Connectors with Drainage Improvements (South Segment), on Addison Airport, and authorize final payment of \$107,824.98 to H.B. Zachry Company, subject to receipt of a satisfactory Affidavit of Bills Paid and One-Year Maintenance Bond.

Everything done
~~from~~ Fri June 11th
Called Majid on this
5-27-99

Date

MEMORANDUM

To: Ron Whitehead, City Manager
From: Jim Pierce, Assistant City Engineer
Subject: Acceptance of the West Taxiway Project (Project Number 54200)

H.B. Zachry Co. has completed the above referenced project as per the plans and specifications. Attached is their pay request for final payment of \$107,824.98.

The original contract amount for the project was \$2,060,627.77. The actual work performed by H.B. Zachry, including change orders, was \$2,156,499.66. The Town will receive 90% of eligible costs through a grant from TxDOT-Aviation Division.

The contractor has submitted his Affidavit of Bills Paid and one year Maintenance Bond.

Staff recommends that the Council accept the construction of the West Taxiway and Connectors with Drainage Improvements (South Segment), on Addison Airport, and authorize final payment of \$107,824.98 to H.B. Zachry Company.

CO #	Description	Amount	Eligibility
CO # 1	Weeknight Closures instead of weekend closures	\$ 33,073	Not Eligible
CO # 2	Add 55 Tons Hot Mix (hard surface for temp pavement) #2206 Add LMC excise, exist force main #3621	\$ 5,829	
CO # 3	Night work to avoid relocate threshold (Taxi C) #34,489 Relocate ILS Sign # 2470	\$ 36,959	Not eligible

for agenda
Meeting
June 15

Change Orders
3.68%

Eligible Costs = 2,086,467.66 x 0.9 = 1,877,820.89 - Grant Amt
278,678.77 - Town Share

2,156,499.66

HP LaserJet 3100
Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for
TOWN OF ADDISON
9724502837
Jun-1-99 2:24PM

Job	Start Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
57	6/ 1 2:20PM	3'56"	8175450534	Send.....	9/ 9	EC 96	Completed.....

Total 3'56" Pages Sent: 9 Pages Printed: 0

TOWN OF
ADDISON

PUBLIC WORKS

To: Tex Schmitt

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2834

Company: VRS Greener

FAX #: 1-817-545-0534

Date: 6-1-99

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

of pages (including cover): 9

Re: Whitside Tapeway

Original in mail Per your request FYI Call me

Comments: Zachry Infr attached.
The grant included all of
the engineering costs.

Jem

TOWN OF
ADDISON

PUBLIC WORKS

To: Tex Schmidt

From: James C. Pierce, Jr., P.E., DEE

Company: VRS Bremer

Assistant City Engineer

Phone: 972/450-2879

FAX: 972/450-2834

FAX #: 1-817-545-0534

Date: 6-1-99

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 9

Re: Westside Tapeway

Original in mail

Per your request

FYI

Call me

Comments: Zachry Infr attached.

The grant included all of
the engineering costs.

Jcm



Zachry Construction Corporation

May 25, 1999

James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Reference: Construct West Taxiway and Connectors with
Drainage Improvements (South Segment)
Report of DBE Goal Accomplishments

Dear Mr. Pierce:

Enclosed is a completed "Report of DBE Goal Accomplishments" per your request. Please note that this report reflects the dollar value of contracts awarded to DBE entities not the actual amount earned by them. The earned amount is reflected on the attached breakdown. Due to a revised haul route located in close proximity to the above referenced project, the trucking commitment for Brenda Price was considerably reduced. As a good faith effort, we used Shar Trucking and also requested our concrete supplier, TXI, to utilize minority trucking for delivery of material. This resulted in an additional DBE amount of \$90,129.40 (\$42,419.00 applicable to the TXI haul and \$47,710.40 hauled for Zachry by Shar).

If you have any questions or require additional information, please contact this office.

Sincerely,

ZACHRY CONSTRUCTION CORPORATION

Majed Liman
Project Controls Manager

CC: John Nicholson
Job #4744

Enclosure

DBE REPORT
4744 – ADDISON AIRPORT TAXIWAY
ZACHRY CONSTRUCTION CORPORATION

Original Contract Amount: \$2,050,628.00

SUBCONTRACTOR	AWARDED AMOUNT	FINAL/ACTUAL
Terra – Mar	\$29,936.00	\$24,228.00
Tops M.H. Construction	\$24,000.00	\$21,250.00
Brenda Price Trucking*	\$114,204.00	\$43,177.00
Shar Trucking	\$47,710.40	\$29,225.00
2nd Tier DBE Hauling through TXI	\$42,419.00	\$42,419.00
	\$258,269.40	\$163,299.00

** Due to a revised haul route which is located in close proximity to the above referenced project, the trucking commitment for Brenda Price was considerably reduced.*

REPORT OF DBE GOAL ACCOMPLISHMENTS

1. Name of Sponsor: TOWN OF ADDISON / TxDOT
 2. Name of Airport: Addison Airport
 3. Name of Preparer: Laura Anthe Telephone No. 972/612-5549
 4. Goal Period: From: 5/98 To: 11/98 5. Approved Overall DBE Goal 15 %
 6. AIP Project No.(s) 3-48-0063-07

	(a) Number	(b) \$ Value
7. Total Prime Contracts Awarded to all Contractors.....	1	2,050,628.00
8. Total Prime Contracts Awarded to DBE's.....	-0-	-0-
9. Total Subcontracts Awarded to DBE's by non-DBE Prime Contractors.....	4	258,269.40*
10. Total Prime and Subcontracts Awarded to DBE's (sum of Item 8 and 9).....	4	258,269.40
11. 10(b) divided by 7(b) = <u>12.5%</u> = actual DBE Participation.		

*Includes 2nd Tier hauling for TXI, a material supplier.

	Number		\$ Value	
	Women	Total DBE	Women	Total DBE
a. Professional/Consultant Services				
(1) Engineering.....				
(2) Architectural.....				
(3) Consultants.....				
(4) Testing.....	0	1	0	29,936.00
(5) Other.....				
b. Construction				
(1) Grading/Drainage.....	1	1	1	24,000.00
(2) Paving.....				
(3) Structures/Buildings.....				
(4) Landscaping.....				
(5) Electrical.....				
(6) Trucking.....	1	2	1	204,333.40
(7) Painting.....				
(8) Fencing.....				
(9) Other.....				
c. Supplies				
(1) Electrical.....				
(2) Other.....				
d. Equipment				
(1) Leasing.....				
(2) Purchasing.....				
TOTAL.....	2	4	2	258,269.40

13. DBE Prime and Subcontract Awards by disadvantaged Group:

	Number	\$ Value
Black Americans.....	1	90,129.40
Hispanic Americans.....		
Native Americans.....	1	29,936.00
Asian-Indian Americans.....		
Asian-Pacific Americans.....		
Women (that are not included above).....	2	138,204.00
Other disadvantaged.....		
Total DBE.....	4	258,269.40

The Public reporting burden for this collection of information is estimated to average one hour per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to OMB and the DOT at the following addresses:
 Office of Management and Budget US DOT/OST/ODBE, 4-42
 Paperwork Reduction Project (2105-0510) 400 Seventh Street, S.W.
 Washington, DC 20503 Washington, DC 20590

Report of Certified DBE Contractors Used on FAA assisted Contracts

Name of Airport: Addison Airport

Airport Sponsor: Town of Addison

City/State: Addison, Texas

Preparer: Clyde Johnson

Telephone Number: 972-450-7090 Date Prepared: _____

List below information about certified DBE's that performed work on FAA assisted contracts during this Fiscal Year. If no DBE firms participated on FAA assisted contracts, write "None" below.

Name of DBE firm: BRENDA PRKE TRUCKING

Address: 805 NATIONS DR.

City AZLE State TX Zip 76020

Telephone: 817-444-0836 Fax: 817-444-2639

Type of Work: Trucking

Dollar Amount of Work: \$ 114,204 (Actual of \$43,177)

AIP Grant Number: _____ DBE Type: hauling

Certified by NCFPCA # WSD242BY Expires Jan 99
TX-WBE No. 1660 0199

Name of DBE firm: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____ Fax: _____

Type of Work: _____

Dollar Amount of Work: _____

AIP Grant Number: _____ DBE Type: _____

Report of Certified DBE Contractors Used on FAA assisted Contracts

Name of Airport: Addison Airport

Airport Sponsor: Town of Addison

City/State: Addison, Texas

Preparer: Clyde Johnson

Telephone Number: 972-450-7090 Date Prepared: MAY 4, 1998

List below information about certified DBE's that performed work on FAA assisted contracts during this Fiscal Year. If no DBE firms participated on FAA assisted contracts, write "None" below.

Name of DBE firm: TOPS M.H. CONSTRUCTION Co, Inc.

Address: 5632 FM 428

City AUBRY State TX Zip 76227

Telephone: 940-565-0837 Fax: 940-382-0541

Type of Work: SEWER-WATERMAIN-UNDERGROUND UTILITIES

Dollar Amount of Work: \$24,000

AIP Grant Number: — DBE Type: MINOR STRUCTURES (WBE)

Certified by TX - WBE #03034 Expires MAY 1999
NCTRCA CERT. NO. WFSD2737Y0499

Name of DBE firm: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____ Fax: _____

Type of Work: _____

Dollar Amount of Work: _____

AIP Grant Number: _____ DBE Type: _____

Report of Certified DBE Contractors Used on FAA assisted Contracts

Name of Airport: Addison Airport

Airport Sponsor: Town of Addison

City/State: Addison, Texas

Preparer: Clyde Johnson

Telephone Number: 972-450-7090 Date Prepared: MAY 4, 1998

List below information about certified DBE's that performed work on FAA assisted contracts during this Fiscal Year. If no DBE firms participated on FAA assisted contracts, write "None" below.

Name of DBE firm: TERRA-MAR

Address: 11050 ABLES LANE

City DALLAS State TX Zip 75229

Telephone: 972-488-8800 Fax: 972-488-8080

Type of Work: ENVIRONMENTAL SERVICES (QA-QC)

Dollar Amount of Work: \$ 29,936

AIP Grant Number: - DBE Type: ENVIRONMENTAL, ENG SVC.

Certified by NCTRCA # NMSM3646Y0399 Expires FEB 99

D/M/WBE CERTIFIED ; Small Minority Business, DBE, Native Amer.

Name of DBE firm: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____ Fax: _____

Type of Work: _____

Dollar Amount of Work: _____

AIP Grant Number: _____ DBE Type: _____

REVIEWED:	Review is only for conformance with the design concept. Review does not cover dimensions, quantities, accuracy, fit, or assembly for which this item may be a component. Review does not authorize deviation from Contract Documents or substitution of materials. Requests for deviations from the Contract Documents will only be authorized thru the change Order process.
<input type="checkbox"/> CONFORMS WITH CONCEPT	
<input type="checkbox"/> CONFORMS AS NOTED	
<input type="checkbox"/> RESUBMIT	
<input checked="" type="checkbox"/> NO ACTION	
<input type="checkbox"/> DOES NOT CONFORM	
GREINER, INC. FORT WORTH, TEXAS	
By: <u>WJS</u>	Date: <u>5/13/98</u>

REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA-ASSISTED CONTRACTS

Name of Airport: Addison Airport
 Airport Sponsor: Town of Addison
 City/State: Addison, TX
 Preparer: _____
 Telephone No.: _____
 Date: 5-10-99

List below information about DBE's that performed work on FAA-assisted contracts during the goal period which just expired. If no DBE firms participated on FAA-assisted contracts, write "None" below.

Name of DBE firm: shar Trucking
 Address: PO Box 279
 City: Seagoville State: TX Zip: 75159
 Telephone No.: 972-287-3266
 Type of Work: Sand/Gravel Material Supplier
 \$ Amount of Work: \$ 29,225 (Contract amount = 47,710.40)
 AIP Grant No.: ↳ Actual

Name of DBE Firm: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone No.: _____
 Type of Work: _____
 \$ Amount of Work: \$
 AIP Grant No.: _____

(Use additional sheets as necessary)

Report of Certified DBE Contractors Used on FAA assisted Contracts

Name of Airport: Addison Airport

Airport Sponsor: Town of Addison

City/State: Addison, Texas

Preparer: Clyde Johnson

Telephone Number: 972-450-7090 Date Prepared: _____

List below information about certified DBE's that performed work on FAA assisted contracts during this Fiscal Year. If no DBE firms participated on FAA assisted contracts, write "None" below.

Name of DBE firm: ~~Airport Marking of America~~

Address: ~~2442 West Dallas Street~~

City ~~Grand Prairie~~ State ~~TX~~ Zip ~~75050~~

Telephone: ~~(972) 47-2723~~ Fax: ~~(972) 660-6298~~

Type of Work: ~~Airport Marking~~

Dollar Amount of Work: ~~\$13,156.89~~

AIP Grant Number: _____ DBE Type: ~~Non DBE~~
Certified by _____ # _____ Expires _____

Name of DBE firm: Brenda Price Trucking

Address: 805 Nation Drive

City Able State TX Zip 76020

Telephone: (817) 444-0836 Fax: (817) 444-2639

Type of Work: Trucking

Dollar Amount of Work: \$114,274

AIP Grant Number: _____ DBE Type: WBE
Certified by _____ # _____ Expires _____

MAY BE COPIED FOR ADDITIONAL SHEETS AS NECESSARY

TOWN OF
ADDISON

Faxed

PUBLIC WORKS

To: Tex Schmidt

From: James C. Pierce, Jr., P.E., DEE

Company: URS Greiner

Assistant City Engineer

Phone: 972/450-2879

FAX #: 1-817-545-0534

FAX: 972/450-2834

Date: 4-20-99

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 9

Re: Westside Taxiway Project Closeout

Original in mail

Per your request

FYI

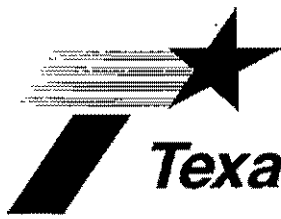
Call me

Comments:

Please advise how you
can/cannot help with the
attached.

Jim

5-10-99 Called Kathy Griffin re as-built



Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

J.P. Copy

March 5, 1998

Grant Agreement

The Honorable Richard N. Beckert
Mayor, City of Addison
5300 Beltline
Addison, Texas 75240

Dear Mayor Beckert:

Enclosed are several documents that must be completed by you in order to initiate the airport development project for the Addison Airport, TxDOT CSJ Number 9842ADDSN. Please review the instructions in this transmittal letter for completing the documents. We are most pleased to provide any assistance possible to help complete this project in a timely manner.

Enclosed are two copies of the Airport Project Participation Agreement (APPA) between the City of Addison, as airport sponsor, and the Texas Department of Transportation, Aviation Division, as your agent for this project. The Agreement includes several parts. Part I describes the participants and the project. Part II includes the state's offer of financial assistance for the project. Part III identifies the obligations of the sponsor in accepting the state's financial assistance. In Part IV of the Agreement, the Texas Department of Transportation is named as your agent in implementing this project and describes what the Department's responsibilities are as your agent. Part V provides the contract recitals. The remaining parts of the Agreement are for signatures executing the Agreement.

Four additional documents are contained in this packet:

- 1) Certification of Airport Fund. This indicates that you have a separate fund in which airport revenues are deposited. If you do not have the statutorily required Airport Fund, such a fund must be created within 60 days. Such fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. **Complete and return with signed Agreement or upon creation of the fund within 60 days.**

The Honorable Richard N. Beckert

March 5, 1997

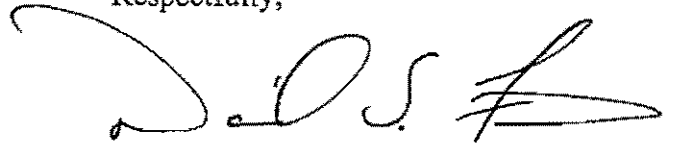
Page Two

- 2) Designation of Sponsor's Authorized Representative. This identifies your contact person for the administration of the contract. This does not have to be the same person who signs the Airport Participation Agreement but should be someone who can authorize actions to be taken that are part of the Agreement. **Complete and return with the signed Agreement.**
- 3) Certification Regarding Drugfree Workplace. This form is a federal requirement. **Complete and return to us with the signed Agreement.**
- 4) Certification Regarding Pavement Preventative Maintenance. This form is a federal requirement. **Complete and return to us with the signed Agreement.**

We request that you proceed as expeditiously as possible to execute the Agreement and complete the certifications. Please execute the Agreement within 30 days of receipt. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. Both copies of the Agreement should have original signatures for acceptance.

Please return both copies of the fully signed Agreement to the Texas Department of Transportation. We will return a fully executed copy to you. The Texas Department of Transportation looks forward to working with you on this important project for your community.

Respectfully,

A handwritten signature in black ink, appearing to read 'D. S. Fulton', with a stylized flourish at the end.

David S. Fulton
Director

Enclosures

kjg

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT

(Federally Assisted Airport Development Grant)

TxDOT Contract No.: 8XXFA040
TxDOT CSJ No.: 9842ADDSN

Part I - Identification of the Project

TO: The City of Addison, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the TEXAS DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and the CITY OF ADDISON, TEXAS, (hereinafter referred to as the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in Title 49 United States Code, Section 47101 et seq., (hereinafter referred to as "Title 49 U.S.C."), and Rules, Regulations and Procedures promulgated pursuant thereto; and under V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq. (Vernon and Vernon Supp); and

WHEREAS, the project is described as follows: reconstruct/construct west parallel taxiway and connectors with drainage improvements and install medium intensity taxiway lights and signage at the Addison Airport; and

WHEREAS, the Sponsor hereby applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above; and

WHEREAS, the parties hereto, by this Agreement, do hereby fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to the United States.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Airport Project Participation Agreement 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 TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION (HEREINAFTER REFERRED TO AS THE "FAA")**, **HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety percentum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq., (Vernon and Vernon Supp), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. " 241.001 et seq. (Vernon and Vernon Supp).
2. It is estimated that total project costs will be approximately \$2,443,000 (Amount A). It is further estimated that approximately \$2,443,000 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines lines following completion of project.
3. The maximum obligation of the United States payable under this offer shall be \$2,198,700 (Amount C).

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the State to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be \$244,300 (Amount D). The Sponsor specifically agrees that it shall pay any project costs which exceed the sum of the federal share (Amount C).

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State in behalf of the Sponsor which are in excess of the federal percentage of financial participation as heretofore stated in Paragraph II-2. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor.

5. If there is an overrun in the total eligible project costs (Amount B), the State may increase the federal funds to cover the amount of overrun not to exceed the statutory fifteen (15%) percent federal funds limitation. The State may, at the request of the Sponsor, participate in additional eligible costs to the extent of the aforesaid appropriate percentages and subject to the availability of federal funds. Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments thereto, without the consent of the Sponsor.

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 State and the Federal Aviation Administration, hereinafter referred to as the "FAA", 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.

6. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs as heretofore stated. The Sponsor hereby grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Expenditures for eligible project costs for the above project made by the State or the Sponsor prior to the award of a federal grant for said project, and prior to actual receipt of the authority to expend federal grant funds, shall be made from Sponsor funds. Construction expenses incurred prior to the execution of this agreement and the State's Notice to Proceed will be ineligible for any federal reimbursement under this grant.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with the Attachment A, Airport Assurances (06/02/97)(State Modified 7/97), attached hereto and made a part of this Agreement; and
 - b. it will, in the operation of the facility, comply with all applicable state and federal

laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and

- c. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
- d. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and
- e. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA; and
- g. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the Sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
- h. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- i. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and
- j. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and

maintenance of the Sponsor's system of airport(s) or navigational facility(ites). Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interests therein; and

- k. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- l. following completion of the project where airport lighting is part of a project, the Sponsor shall operate such lighting at least at low intensity from sunset to sunrise; and
- m. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. " 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain avigation easements or other property interests in or rights to use of land or airspace, unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
- n. it will provide upon request to the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
- o. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and

- p. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications thereto, shall be filed with the State for approval; and
- q. it shall take all steps, including litigation if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds 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 funds shall be approved in advance by the State.
2. The Sponsor hereby certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.
3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.
4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.
5. Upon entering into this Agreement, Sponsor hereby agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this

John?

project, and which individual shall have the authority to make approvals and disapprovals as required on behalf of the Sponsor.

6. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C.. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.
7. The Sponsor by execution of this grant, certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance management program, and it assures that it will use such program during the period of this Agreement. It will provide upon written request, such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.
8. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
9. The Sponsor shall have on file with the State:
 - a. Certification Regarding Drug-Free Workplace Requirements;
 - b. Certification Regarding Pavement Preventive Maintenance.
10. The Sponsor shall submit the following certifications, as appropriate, for compliance with statutory and administrative requirements of the federal grant:
 - a. Sponsor Certification for Selection of Consultants;
 - b. Sponsor Certification for Project Plans and Specifications.
 - c. Sponsor Certification for Equipment/Construction Contracts;
 - d. Sponsor Certification for Construction Project Final Acceptance.
11. Unless otherwise approved by the State, 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.
12. The City of Addison agrees to assume the responsibility to assure that all aspects of the grant and project are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any

other directives, except as otherwise specifically provided herein

Part IV- Nomination of the Agent

1. The Sponsor hereby designates the State as the party to apply for, receive and disburse all funds used, or to be used, in payment of the costs of said project, or in reimbursement to either of the parties hereto for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor herewith grants the State a power of attorney to act as its agent to perform the following services:

Receiving Disbursing Agent:

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation made pursuant thereto, and the Sponsor;
- b. receive, review, approve and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

PART V - Recitals

1. The State shall obtain an audit as required by federal or state regulations; and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of this project.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor hereby agrees to pursue and enforce contract items which are required by federal and/or state regulations, laws and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds,

and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas 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.
5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.
6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:
 - a. The reasons for the suspension and the corrective action necessary to lift the suspension;
 - b. A date by which the corrective action must be taken;
 - c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21- 22, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. " 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the aforementioned rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement herein, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement herein, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any

other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties hereto in Travis County, Texas.
8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not be unreasonably be denied or delayed.
9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
10. All commitments by the Sponsor and the State hereunder are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including " 5 and 7 of article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement 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 Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas 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 State's written Notice to Proceed issued following execution of this agreement.
12. This contract is subject to the approval as to form by the Attorney General of the State of Texas.

Part VI - Acceptance of the Sponsor

The City of Addison, Texas, does hereby ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the foregoing Agreement, and does hereby accept the Offer, and by such acceptance agrees to all of the terms and conditions of the Agreement thereof.

Executed this _____ day of _____, 19____.

The City of Addison, Texas
Sponsor

Witness Signature

Signature

Witness Title

Title

Certificate of Sponsor's Attorney

I, _____, acting as attorney for _____, Texas, do hereby certify that I have fully examined the foregoing Agreement and the proceedings taken by said Sponsor relating thereto, and find that the manner of acceptance and execution thereof, of the said Agreement by said Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 19____.

Witness Signature

Attorney's Signature

Witness Title

Title

Part VII - Attorney General's Approval

This contract is approved as to form.

Attorney General of Texas

By: _____
Assistant Attorney General

Date: _____

Part VIII - Acceptance of the State

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

ATTACHMENT A PART V - 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 Airport Project Participation Agreement (APPA) by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or 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 the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

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 project, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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. Powerplant 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 Antikickback 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.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - FloodPlain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- 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.¹
- 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 nonconstruction 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).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.¹
- n. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- o. 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.
- p. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 - Audits of State and Local Governments.
 - (1) These laws do not apply to airport planning sponsors.
 - (2) These laws do not apply to private sponsors.
 - (3) 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and 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 APPA, 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 APPA and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and 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 APPA, including all understandings and assurances contained therein; to act in connection with this APPA; and to provide such additional information as may be required.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this APPA or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this APPA) 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. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.
 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 APPA 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 request, 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 Recordkeeping Requirements.**
- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of 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 the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which 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 the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project APPA 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 APPA 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 request 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 nonaeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect array

- (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, including the adoption of zoning laws, to the extent reasonable, 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 its airport available as an airport for public use on reasonable terms and without unjust discrimination, to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing 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, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.
- It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenues.**
- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 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 the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any 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; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' 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, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest 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 May 1, 1995 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.

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS

Updated On: May 1, 1995

NUMBER	SUBJECT
70/7460-1H, CHG 1 & 2	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5100-14C	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue and Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10A	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-16A	Automated Weather Observing Systems for NonFederal Applications
150/5220-17A	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20, CHG 1	Airport Snow and Ice Control Equipment
150/5220-21, CHG 1	Guide Specifications for Lifts Used to Board Airline Passengers with Mobility Impairments
150/5300-13, CHG 1, 2, 3, & 4	Airport Design
150/5300-14	Design of Aircraft Deicing Facilities
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-5B	Airport Drainage
150/5320-6C, CHG 1 & 2	Airport Pavement Design and Evaluation
150/5320-12B	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4A, CHG 1	Runway Length Requirements for Airport Design
150/5340-1G	Standards for Airport Marking
150/5340-4C, CHG 1 & 2	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B, CHG 1	Segmented Circle Airport Marker System
150/5340-14B, CHG 1 & 2	Economy Approach Lighting Aids
150/5340-17B	Standby Power for NonFAA Airport Lighting Systems
150/5340-18C, CHG 1	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23B	Supplemental Wind Cones
150/5340-24, CHG 1	Runway and Taxiway Edge Lighting System
150/5340-27A	Air-To-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L-821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D, CHG 1	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B, CHG 1 & 2	Specifications for L-823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cones Assemblies
150/5345-28D, CHG 1	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B, CHG 1	FAA Specification L-853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42C, CHG 1	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43D	Specification for Obstruction Lighting Equipment
150/5345-44F, CHG 1	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L-854, Radio Control Equipment
150/5345-50, CHG 1	Specification for Portable Runway Lights
150/5345-51, CHG 1	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53	Airport Lighting Equipment Certification Program
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12A	Airport Signing and Graphics
150/5360-13, CHG 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2C	Operational Safety on Airports During Construction
150/5370-6B	Construction Progress and Inspection Report-Airport Grant Program
150/5370-10A, CHG 1, 2, 3, 4, 5, 6, 7, & 8	Standards for Specifying Construction of Airports
150/5370-11, CHG 1	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design

CERTIFICATION OF AIRPORT FUND

TxDOT Contract No.: 8XXFA040
TxDOT CSJ No.: 9842ADDSN

I, _____, _____,
(Name) (Title)

do hereby certify that the _____ Airport Fund has
(Name of Fund)

been established for the City of Addison and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the

_____ Airport Fund and will not be diverted for
(Name of Fund)

other general revenue fund expenditures or any other special fund of the City of Addison and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Addison, Texas, has caused this to be duly executed in its name, this _____ day of _____, 19_____.

The City of Addison, Texas
(Sponsor)

By: _____

Title: _____

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Contract No.: 8XXFA040

TxDOT CSJ No.: 9842ADDSN

I, _____, _____,
(Name) (Title)

hereby designate _____ as the Sponsor's
(Name, Title)

authorized representative for the project, who shall have the authority to make approvals and disapprovals as required on behalf of the Sponsor.

The City of Addison, Texas, has caused this to be duly executed in its name, this _____ day of _____, 19_____.

The City of Addison, Texas
(Sponsor)

By: _____

Title: _____

DESIGNATED REPRESENTATIVE

Mailing Address:

Telephone/Fax Number:

CERTIFICATION REGARDING PAVEMENT PREVENTIVE MAINTENANCE

TxDOT Contract No.: 8XXFA040

TxDOT CSJ No.: 9842ADDSN

The City of Addison, Texas, 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 State determines may be useful.

The City of Addison, Texas

(SPONSOR)

(SIGNATURE)

(TITLE)

(DATE)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

All Town premises

P.O. Box 9010

Addison, Dallas County, Texas 75001

Check if there are workplaces on file that are not identified here.

Signed: _____ Dated: _____

Ron Whitehead, City Manager, Town of Addison
Typed Name and Title of Sponsor Representative

TOWN OF
ADDISON

Faxed

PUBLIC WORKS

To: Majid Limam

From: James C. Pierce, Jr., P.E., DEE

Company: H.B Zachry

Assistant City Engineer

Phone: 972/450-2879

FAX #: 972-264-5597

FAX: 972/450-2834

Date: 4-21-99

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 4

Re: Westside Taxiway

Original in mail

Per your request

FYI

Call me

Comments: Attached is "Report of DBE Goal
Accomplishments" and "Report of Certified
DBE Contractors Used on FAA - Assisted Contracts"

Please provide as much information
as possible on these forms & return them
to me. We need this to close out the job.

Jim

5-10-99 Talked to Majed - he is aware and is
following up.

- 1. Name of Sponsor: _____
- 2. Name of Airport: _____
- 3. Name of Preparer: _____ Telephone No. _____
- 4. Goal Period: From: _____ To: _____ 5. Approved Overall DBE Goal _____ %
- 6. AIP Project No.(s) _____

- | | <u>(a) Number</u> | <u>(b) \$ Value</u> |
|--|-------------------|---------------------|
| 7. Total Prime Contracts Awarded to all Contractors..... | _____ | _____ |
| 8. Total Prime Contracts Awarded to DBE's..... | _____ | _____ |
| 9. Total Subcontracts Awarded to DBE's by non-DBE Prime Contractors..... | _____ | _____ |
| 10. Total Prime and Subcontracts Awarded to DBE's (sum of Item 8 and 9)..... | _____ | _____ |
| 11. 10(b) divided by 7(b) = _____ % = actual DBE Participation. | | |
| 12. DBE Prime and Subcontract Awards by Type of Work: | | |

	<u>Number</u>		<u>\$ Value</u>	
	<u>Women</u>	<u>Total DBE</u>	<u>Women</u>	<u>Total DBE</u>
a. Professional/Consultant Services				
(1) Engineering.....	_____	_____	_____	_____
(2) Architectural.....	_____	_____	_____	_____
(3) Consultants.....	_____	_____	_____	_____
(4) Testing.....	_____	_____	_____	_____
(5) Other.....	_____	_____	_____	_____
b. Construction				
(1) Grading/Drainage.....	_____	_____	_____	_____
(2) Paving.....	_____	_____	_____	_____
(3) Structures/Buildings.....	_____	_____	_____	_____
(4) Landscaping.....	_____	_____	_____	_____
(5) Electrical.....	_____	_____	_____	_____
(6) Trucking.....	_____	_____	_____	_____
(7) Painting.....	_____	_____	_____	_____
(8) Fencing.....	_____	_____	_____	_____
(9) Other.....	_____	_____	_____	_____
c. Supplies				
(1) Electrical.....	_____	_____	_____	_____
(2) Other.....	_____	_____	_____	_____
d. Equipment				
(1) Leasing.....	_____	_____	_____	_____
(2) Purchasing.....	_____	_____	_____	_____
TOTAL.....	_____	_____	_____	_____

13. DBE Prime and Subcontract Awards by disadvantaged Group:

	<u>Number</u>	<u>\$ Value</u>
Black Americans.....	_____	_____
Hispanic Americans.....	_____	_____
Native Americans.....	_____	_____
Asian-Indian Americans.....	_____	_____
Asian-Pacific Americans.....	_____	_____
Women (that are not included above).....	_____	_____
Other disadvantaged.....	_____	_____
Total DBE.....	_____	_____

The Public reporting burden for this collection of information is estimated to average one hour per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to OMB and the DOT at the following addresses:

Office of Management and Budget Paperwork Reduction Project (2105-0510) Washington, DC 20503	and	US DOT/OST/OEDBU, 8-42 400 Seventh Street, S.W. Washington, DC 20590
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REPORT OF DBE GOAL ACCOMPLISHMENTS (Instructions)

DOT Form 4630 must be submitted annually by each sponsor having an approved DBE program. The form should be submitted to the FAA Regional Civil Rights Staff with the updated DBE goal information. The form should reflect contract awards that were made during the period covered by the sponsor's previously approved overall DBE goal. For some sponsors, this period may be the Federal fiscal year, while for others, a different 12-month period. Sponsors of more than one airport should submit a separate report for each obligated location.

Use this form to report all FAA-assisted contract awards covered by the DBE program, including professional and consultant services, construction, supplies, and vehicles and equipment.

DO NOT REPORT: (1) FAA-assisted contracts to purchase land; (2) Non-Federal contracts (those not assisted by the FAA's Airport Improvement Program (AIP)); (3) AIP grant funds used for "force account" or for other noncontractual work.

While land purchases are not reported, all other contracts let under land acquisition projects, such as for appraisal and survey, are to be reported.

When the dollar value of a contract is requested, report the Federal (FAA) share only; do not include any state or local matching funds. Round all values to the nearest dollar.

1. Name of the sponsor.
2. Name of Airport.
3. Name and telephone number of person who prepared report.
4. The beginning and ending dates of the goal period for which the report is submitted.
5. The sponsor's approved overall DBE goal for the period indicated in item 4.
6. The AIP project number(s) for the prime and subcontracts reported in items 7 and 9.
7. The total number and dollar value of all prime contracts awarded during the goal period.
8. The number and dollar value of prime contracts reported in item 7 that were awarded to DBE's.
9. The total number and dollar value of subcontracts awarded to DBE's by non-DBE prime contractor during the goal period. Report only those subcontracts actually executed during the goal period, regardless of when the prime contract was awarded.
10. This is the sum of the prime and subcontracts to DBE's reported in items 8 and 9
11. Divide the dollar value in 10(b) by the dollar value in 7(b) to obtain the actual DBE percentage participation for the goal period.
12. This is a breakout of the prime and subcontracts reported in item 10 by type of work performed by the DBE's. Indicate number and dollar value of awards to women-owned firms under category designated "Total DBE." If the contract involves more than one type of work, report only the predominant type based on cost.
13. This is a breakout of the prime and subcontract awards to DBE's reported in item 10 by the disadvantaged group of the firms' owners. The category "Other disadvantaged" refers to DBE's owned and operated by individuals who have been determined by the sponsor on a case-by-case basis to be socially and economically disadvantaged. The definitions of the disadvantaged groups are found in 49 CFR 23.62, as amended on October 21, 1987 and May 23, 1988. In the case of split ownership by two or more disadvantaged individuals, the DBE participation should be reported for the group which owns the largest share. If the ownership is equal, the DBE participation should be reported for the group which is listed first on the form.

REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA-ASSISTED CONTRACTS

Name of Airport: _____
 Airport Sponsor: _____
 City/State: _____
 Preparer: _____
 Telephone No.: _____
 Date: _____

List below information about DBE's that performed work on FAA-assisted contracts during the goal period which just expired. If no DBE firms participated on FAA-assisted contracts, write "None" below.

Name of DBE firm: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone No.: _____
 Type of Work: _____
 \$ Amount of Work: \$ _____
 AIP Grant No.: _____

Name of DBE Firm: _____
 Address: _____
 City: _____ Sate: _____ Zip: _____
 Telephone No.: _____
 Type of Work: _____
 \$ Amount of Work: \$ _____
 AIP Grant No.: _____

(Use additional sheets as necessary)