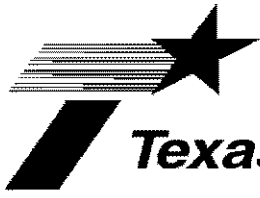


AIRPORT PART 150 AGREEMENT W/ TXDOT
and Coffman Assoc.



Texas Department of Transportation

AVIATION DIVISION

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

August 30, 2004

Mr. Jim Pierce
Assistant City Engineer
16801 Westgrove Drive
Addison, Texas 75001

RE: TxDOT CSJ No. 0118ADDSN

Dear Mr. Pierce:

Enclosed please find your executed copy of the Agreement between Sponsor and Consultant for Professional Services for the Addison Airport.

If you have any questions, please call me at 512-416-4517.

Sincerely,

Sheri Quinlan
Grant Manager

**AGREEMENT
BETWEEN
SPONSOR AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

**TxDOT Contract No. 1X1FA031
TxDOT Project No. ADDISON 2
TxDOT CSJ No. 0118ADDSN**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

THIS AGREEMENT is made, entered into and executed by and between the Town of Addison, hereinafter called the "Sponsor," acting by and through the Texas Department of Transportation, hereinafter called the "Agent" and Coffman Associates, Inc. hereinafter called the "Consultant."

W I T N E S S E T H

The Sponsor intends to: prepare a (FAR) 150 Airport Noise Compatibility Planning Study at the Addison Airport hereinafter called the "Project."

A G R E E M E N T

The Sponsor and the Consultant, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

Pursuant to the terms of the Airport Project Participation Agreement entered into by and between Agent and Sponsor, Agent agrees to employ the Consultant on behalf of the Sponsor. The Consultant agrees to perform professional consulting services in connection with the project as stated in the sections to follow. Upon rendition of such services, the Agent agrees to pay to the Consultant compensation for these services as agreed herein. All services performed under this Agreement shall be performed under the direct supervision of the Agent. The Agent will act as referee in all questions arising under the terms of this Agreement between the parties hereto, and the Agent's decisions shall be final and binding.

SECTION 1 - SCOPE OF SERVICES

1.1. Services of the Agent

1.1.1. The Agent will furnish items as listed in Attachment A, "Services to be provided by the Agent," attached hereto and made a part of this agreement.

1.2. Services of the Consultant

1.2.1. The Consultant will furnish planning services as set forth in Attachment B, "Basic Services to be provided by the Consultant., attached hereto and made a part of this agreement. The Consultant shall perform in a satisfactory manner, as determined by the Sponsor and Agent, the services generally outlined and specifically indicated in Attachment B.

SECTION 2 - PROGRESS

2.1. After execution of this Agreement, the Consultant shall not proceed with the work for each phase outlined under "Scope of Services" until authorized in writing by the Agent to proceed.

2.2. The Consultant shall, from time to time during the progress of the work, confer with the Agent. The Consultant shall prepare and present such information and studies as are shown in Attachment B.

2.3. At the request of the Agent or the Consultant, conferences shall be conducted at locations designated by the Agent. When requested by the Agent, these conferences shall also include inspection of the Consultant's services and work.

2.4. The work will be subject to periodic review by the Federal Aviation Administration (FAA) and/or Agent.

2.5. The Consultant shall prepare a "Work Schedule" as Attachment C, attached hereto and made a part of this agreement. This work schedule will be sufficiently complete to show that the Consultant's "Scope of Services" under this Agreement can be accomplished within the specified time. This "Work Schedule" will provide specific work sequence and definite review times by the Agent and the Consultant of the work performed. It is of primary importance to the Sponsor and the Agent that the services within this contract be provided according to the agreed upon Work Schedule, Attachment C. Undue delays within the control of the Consultant may be considered as reason for termination of the contract as provided in Section 9.

2.6. Should the Agent desire to suspend the work, but not terminate the Agreement, this may be done by thirty (30) days notice of suspension of work given by the Agent in writing to that effect, and the work may be reinstated by Agent and shall be resumed by Consultant in full force and effect upon receipt by the Consultant from the Agent of sixty (60) days notice in writing to

that effect.

2.7. If work is suspended for more than six months at the request of the Sponsor or the Agent the Agreement may be renegotiated at the request of the Consultant or unilaterally terminated by the Consultant.

2.8. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Consultant, who, in the opinion of the Agent, is unable to perform the work, or whose conduct becomes detrimental to the work, shall immediately be removed by the Consultant from association with the Project.

2.9. The Consultant certifies that Consultant has adequate qualified personnel for performance of the services required under this Agreement, or will be able to obtain such personnel from sources other than the Agent or Sponsor. The Consultant will be responsible for the professional quality and technical accuracy of all services provided by the Consultant under the Agreement.

2.10. The Consultant shall prepare monthly progress reports in sufficient detail to support the progress of the work and vouchers requesting monthly payments.

2.11. The Consultant shall furnish all equipment, materials and supplies required to perform the work under this Agreement except as provided herein.

SECTION 3 - CHANGES OF WORK

3.1. The Agent will have the right to make changes and alterations in the services of the Consultant as may be considered necessary or desirable. Changes and/or alterations that reduce the lump sum fee will be negotiated between the Agent and the Consultant. Changes and/or alterations that increase the lump sum fee will be handled as Additional Services as stated in Section 4. Such changes and alterations shall not be considered as a waiver of any conditions of the Agreement, nor shall they invalidate any of the provisions thereof. The Consultant shall perform the work as changed or altered.

3.2. When required to do so by the Agent, the Consultant shall make such revisions as are necessary to correct Consultant's errors or omissions in the work. No additional compensation shall be paid for this work.

3.3. If the Agent requests change to work previously completed by the Consultant and accepted by the Agent, the Consultant shall make such changes as directed by the Agent. This will be considered additional work and paid for as specified in Section 4 - Additional Services.

SECTION 4 - ADDITIONAL SERVICES

4.1. When authorized by a supplemental Agreement, the Consultant will furnish additional services as listed in Attachment D, "Additional Services to be Provided by the Consultant," attached hereto and made a part of this agreement.

4.1.1. Compensation for such services will be in accordance with Section 5 - Payments to the Consultant.

4.2. If the Consultant is of the opinion that any work Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the Agent in writing prior to performing the extra work.

4.2.1. In the event the Agent finds that such work does constitute extra work, the Agent shall so advise the Consultant, in writing, and pursuant to a supplemental Agreement shall provide extra compensation to the Consultant for doing this work as additional services covered in Section 5 - Payments to the Consultant.

SECTION 5 - PAYMENTS TO THE CONSULTANT

5.1. Methods of Payment for Services and Expenses of Consultant.

5.1.1. For Basic Services. Agent shall pay Consultant for Basic Services as set forth in Attachment B, "Basic Services to be Provided by the Consultant" rendered under Section 1 as follows:

5.1.1.1. A lump sum fee of \$11,339.00 for Element 10 – Public Coordination and Communication and Element 11 – Noise Compatibility Program Document.

5.1.1.2. The lump sum amount shall be allocated to the phases of the Project as set forth in Attachment E, "Lump Sum Fee Distribution to Consultant," attached hereto and made a part of this agreement.

5.1.2. For Additional Services. Agent shall pay Consultant for work rendered under Section 4 - Additional Services in accordance with the provisions of the Supplemental Agreement to Consulting Services Agreement pertaining to the service provided.

5.2. Times of Payments

5.2.1. Partial payments shall be made monthly in proportion to those parts of the services that have been accomplished, as evidenced by monthly statements submitted by the Consultant to the Agent. In no case shall the partial payments be in excess of the value of the services completed

at the time the statement is rendered.

5.2.2. The Consultant shall submit a monthly statement as directed by the Agent showing an estimate of the Basic Services rendered and the actual approved Additional Services rendered, except for the Deliverable Phase. Deliverable Phase statements shall be submitted only following completion of all tasks associated with the Deliverable Phase.

5.3. Other Provisions Concerning Payments

5.3.1. Payments to the Consultant for Additional Services rendered will be based upon itemized and certified statements detailed to show the names of the employees and the time worked. Monthly statements should include authorized non-salary expenses with supporting itemized invoices for additional services.

5.3.2. Statements and supporting documents will be submitted to the Agent no more than monthly. TxDOT provided payments forms must be submitted with or as an Consultant's statement. Upon receipt and approval of each statement, the Agent shall pay the amount which is due and payable as provided herein within thirty (30) days of invoice receipt.

5.3.3. Final payment of any money due will be made to the Consultant after satisfactory completion of all services and obligations covered in this Agreement and acceptance of the work by the Agent.

5.4. Maximum Amount of Payment

5.4.1. The maximum amount allowable for payment under the Professional Consulting Services Agreement is \$11,339.00.

SECTION 6 - SUBCONTRACTORS

6.1. The Consultant shall not sublet or transfer any portion of the work under this Agreement unless approved by the Agent. Subcontractors shall comply with the provisions of this Agreement and all state and federal regulations as applicable. Subcontracts, may at the option of the Agent, require approval of content. The Consultant shall provide to the Agent a copy of the executed Agreement between the Consultant and subcontractor when requested by the Agent.

6.2. In the event the Consultant provides any of the services set out in this Agreement by subcontracting the same with a subcontractor, the Consultant shall take all steps necessary and appropriate to ensure that said subcontractor indemnifies the Sponsor, Agent, and at the option of the Consultant, the Consultant for liability arising from any acts or omissions of said subcontractor, it being the express intention of the parties hereto that any liability for said acts or omissions shall be the responsibility of said subcontractor. In the event that Consultant does not take such appropriate and necessary steps to ensure the indemnification described in this

provision, Consultant shall assume such liability as is described in this provision, and hereby agrees to so indemnify the Sponsor or Agent for such acts or omissions of said subcontractor as are described herein.

6.3. The Consultant shall pay the subcontractor for work performed within 10 days after the Consultant receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within 10 days after satisfactory completion of all the subcontractor's work. Completion of the subcontractor's work shall include test, maintenance and other similar periods that are the responsibility of the subcontractor.

SECTION 7 - CIVIL RIGHTS COMPLIANCE

7.1. The Consultant shall comply with the provisions of Attachment F, "Special Provision Contractor Contractual Requirements Title VI Assurances," attached hereto and made a part of this agreement.

SECTION 8 - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

8.1. The Consultant shall comply with the provisions of Attachment G, "Disadvantaged Business Enterprise (DBE) Assurances," attached hereto and made a part of this agreement. For any additional services DBE goals will be amended and a new plan filed.

SECTION 9 - TERMINATION OF AGREEMENT

9.1. The Agreement may be terminated upon the occurrence of any of the following conditions:

9.1.1. By mutual Agreement and consent of both parties in writing.

9.1.2. By the Agent by notice in writing to the Consultant as consequence of failure by the Consultant to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Consultant.

9.1.3. By either party, upon the failure of the other party to fulfill its obligations as set forth in Section 1 - Scope of Services.

9.1.4. By the Agent for reasons of its own and not subject to the mutual consent of the Consultant by delivering a written Notice of Termination to the Consultant, which shall take effect on the tenth (10th) day following receipt.

9.1.5. By the condition stipulated in Section 2.7.

9.1.6. By the situation stipulated in Attachment G, Disadvantaged Business Enterprise (DBE).

9.1.7. By the condition stipulated in Attachment H, "Child Support Certification," attached hereto and made a part of this agreement.

9.1.8. By satisfactory completion of all services and obligations described herein.

9.2. Should the Agent terminate this Agreement, no fees other than fees due and payable at the effective date of termination, shall thereafter be paid to the Consultant. In determining the value of the work performed by the Consultant prior to termination, the Agent shall be the sole judge. Payment for work at termination will be based on work completed at that time.

9.3. If the Consultant defaults in performance of this Agreement or the Agent terminates the Agreement for fault on the part of the Consultant, the Agent will give consideration to the actual costs incurred by the Consultant in performing work to date of default, the amount of work required which was satisfactorily complete to date of default, the value of the work which is usable to the Sponsor, the cost to the Sponsor of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Sponsor of the work performed at time of default.

9.4. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all right, duties, obligations and liabilities of the Sponsor, Agent, and Consultant under this Agreement with regard to payment only. If the termination of this Agreement is due to the failure of the Consultant to fulfill Agreement obligations, the Agent may take over the project and prosecute the work to completion by Agreement or otherwise. In such case, the Consultant shall be liable for any additional costs for professional services resulting from the Consultant's default.

SECTION 10 - DISPUTES

10.1. The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements made by the Consultant in support of the work authorized herein.

10.2. Any dispute concerning the work performed hereunder, the cost of work performed hereunder, or any nonprocurement issue shall be settled in accordance with Title 43, Texas Administrative Code, Section 1.68, "Contract Claim Procedure."

SECTION 11 - COMPLIANCE WITH LAWS

11.1. The Consultant shall comply with applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of courts, or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the Agent with satisfactory proof of Consultant's compliance.

SECTION 12 - INDEMNITY

12.1. The Consultant shall save harmless the State and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement and which are caused by or result from error, omission, or negligent act of the Consultant or of any person employed by the Consultant. The Consultant shall also save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State as a result of such activities by the provider or employees.

12.2 Section 12.1 above is expressly applicable to all items, clauses, codicils, and addenda of this Agreement.

SECTION 13 - CONSULTANT'S WARRANTY

13.1. The Consultant warrants that Consultant has not employed or retained any company or persons, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Agent shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 14 - SUCCESSORS AND ASSIGNS

14.1. The Sponsor and the Consultant each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the Sponsor nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

SECTION 15 - INSPECTION OF CONSULTANT'S BOOKS AND RECORDS

15.1. The Agent may, for purpose of termination of the Agreement prior to completion, examine the books and records of the Consultant for the purpose of checking the amount of the work performed by the Consultant at the time of Agreement termination. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at the Consultant's office during the Agreement period and for three years from the date of final payment under the Agreement, for inspection by the Agent, the Federal Aviation Administration and the U.S. Department of Transportation, Office of Inspector General. The Comptroller General of the United States, or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examinations, excerpts and transcriptions.

15.2 The state auditor may conduct an audit or investigation or any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

SECTION 16 - WARRANTIES OF SIGNATORY

16.1. The undersigned signatory or signatories for the Consultant hereby represent and warrant that the signatory is an officer of the firm for which the signatory has executed this Agreement and that the signatory has full and complete authority to enter into this Agreement on behalf of the Consultant. The above-stated representations and warranties are made for the purpose of inducing the Sponsor to enter into this Agreement.

SECTION 17 - INSURANCE

17.1. The Consultant shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other person and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Consultant shall furnish the Agent a completed Certificate of Insurance provided and approved by the Agent prior to beginning work under this Agreement.

SECTION 18- ENTIRE AGREEMENT

18.1. This Agreement together with the Attachments, Exhibits and Special Provisions identified herein constitutes the entire Agreement between the Sponsor and the Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments, Exhibits, and Special Provisions may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 19 - CHILD SUPPORT CERTIFICATION

19.1. Under Section 231.006 of the Family Code, the Consultant certifies that the individual or business entity named in this Agreement is eligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. The Consultant further acknowledges that he or she has read Attachment H and has provided the names and social security numbers required therein.

SECTION 20 - APPLICABLE LAW

20.1. Under Section 22.055 (b), Transportation Code, Chapter 22, this Agreement is made pursuant to the law governing the making of Agreements by or on behalf of the State of Texas.

SECTION 21 – BUY TEXAS

21.1. The Consultant shall buy Texas products and materials for used in providing the services authorized in this Agreement when these products and materials are available at a comparable price and in a comparable period of time. When requested by the Agent the Consultant shall furnish documentation of these purchases or a description of good faith efforts to do so.

SECTION 22– DEBT TO THE STATE

22.1. If the comptroller is currently prohibited from issuing a warrant to the Consultant because of a debt owed to the state, then the Consultant agrees that any payments owing under the Agreement will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

SECTION 23 - VENUE

23.1. 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.

IN WITNESS WHEREOF, the parties to this Agreement for Professional Consulting Services have signed or caused their respective names to be signed to triplicate counterparts hereof on the 20th day of August, 2004.

CONSULTANT

By: _____ Name: Jeanette V Coffman

Title: Coffman Associates, Inc 232 NW Blue Pkwy
(Name of Firm) (Address)
Lee's Summit, MO 64043 816-524-3500
(City, State, Zip) (Area Code & Phone Number)

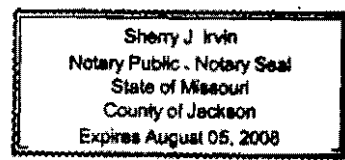
THE STATE OF ~~TEXAS~~ Missouri
COUNTY OF Jackson

Before me, the undersigned authority, on this day personally appeared Jeanette V. Coffman known to me to be the Consultant named in this Agreement, or the Consultant's authorized representative, and is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has authority to execute and has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of August, A.D. 2004

Sherry J. Irvin
Notary Public, State of ~~Texas~~ Missouri

My Commission expires Aug. 5, 2008



ACCEPTANCE OF THE STATE

Executed by and approved for the Texas Transportation Commission, agent for the Sponsor, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: Karen W. Edman Date: 8/26/04

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE AGENT
TxDOT CSJ No. 0118ADDSN

Agent shall do the following in a timely manner so as not to delay the services of the Consultant:

1. Provide sufficient criteria and information as to the Agent's requirements or the Project, including but not limited to, planning objectives, capacity and performance requirements, and budget constraints: identify standards which the Agent will require to be used for the Project.

2. Make available plans, specifications, maps field notes, previous reports, statistics, and other data in the Agent's possession relative to the existing facilities and to the Project.

3. Furnish the Consultant appropriate data in the Agent's or Sponsor's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, planning or Consulting reports, previous and existing airport layout plans, and other data relative to the Project.

4. In a timely manner, examine all studies, reports, sketches, drawing, specifications, proposals, and other documents presented by the Consultant.

5. Designate in writing a person to act as the Sponsor's and Agent's representative with respect to the services to be reached under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the sponsor's and Agent's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Consultant's services, and such other authority as granted to the representative by the Sponsor.

6. Give prompt written notice to the Consultant whenever the Agent observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect in the work of the Consultant.

7. Direct the Consultant to provide necessary Additional Services as stipulated in Section 4 of this Agreement or other services as required.

**ATTACHMENT B
BASIC SERVICES TO BE PROVIDED BY THE CONSULTANT
TxDOT CSJ No. 0118ADDSN**

**To complete Element 10- Public Coordination and Communication
And
Element 11- Noise Compatibility Program Document**

ELEMENT 10 - PUBLIC COORDINATION AND COMMUNICATION

Task 10.1 - Planning Advisory Committee (PAC) Meetings

Description: The Consultant and Sponsor will meet with the PAC to review working papers, to discuss study findings, and to identify issues deserving further study. Comments received during these meetings will be considered and evaluated and where appropriate additional analysis will be conducted in order to respond to those comments in the revised working papers. Graphic displays and handout materials will be prepared as needed to facilitate the meetings. Four (4) PAC meetings have been budgeted.

At various points in the study, representatives of different interest groups serving on the PAC may be called together to meet as ad hoc "subcommittees". (These groups may include, for example, citizen and neighborhood representatives, airport users, or local land use planners.) These meetings will be convened when in-depth discussion of issues particularly relevant to those interest groups is needed. These meetings will be held during the trips for the PAC meetings. It is anticipated that meetings with the citizens and neighborhood subcommittee will be held during each PAC meeting trip.

Responsibilities:

Consultant: Distribute meeting notices to PAC. Provide presentations and necessary graphics at the meetings. Prepare summary minutes.

Sponsor: Arrange for meeting room. Coordinate jointly with Consultant.

Product: Four (4) PAC Meetings with summary minutes.

Task 10.2 - Local Coordination Meetings

Description: Meet with and give presentations to the Sponsor or other local groups as directed by the Sponsor. Meetings are expected to involve status reports on the study and presentations of final recommendations. Two (2) local coordination meetings trips have been budgeted during the study. It has been assumed that these meetings would be held on trips other than the planned PAC meetings, Technical Conferences, and public hearing.

Responsibilities:

Consultant: Provide presentations and necessary graphics at the meetings. Prepare summary minutes as appropriate.

Sponsor: Coordinate jointly with Consultant.

Product: Two (2) local coordination meeting trips.

Task 10.3 - Public Information Workshops

Description: The working papers prepared for the Noise Compatibility Study will be presented to the general public at public information workshops. The workshops will be held after the PAC meetings (on the same days). Four workshops have been budgeted.

Notification of the workshops will be accomplished using press releases, newspaper advertising, and direct mailings to interested citizens, neighborhood associations, and other groups in the area that may have an interest in the Noise Compatibility Study.

Responsibilities:

Consultant: Prepare press releases for Sponsor. Prepare mock-ups of newspaper advertisements. Prepare direct mail meeting announcements as directed. Provide facilitation, technical presentations, and related graphics for the meetings. Prepare summary minutes of meetings.

Sponsor: Provide names for mailing list. Review, approve, and send press releases to local media. Approve mock-ups of meeting advertisements. Arrange and pay for placement of ads in local newspapers. Arrange and pay for meeting room. Mail flyers announcing meetings to people on mailing list.

Product: News releases, meeting advertisements, display boards and charts, direct mail flyers, four (4) sets of public information workshops, summary minutes.

Task 10.4 - Public Hearing

Description: One public hearing will be held on the recommended Noise Compatibility Plan to solicit comments from the public. Comments received at the hearing will be included in the final NCP documentation. The format of the hearing will be designed to encourage maximum two-way communication while discouraging a confrontational situation. The format can be selected from a variety of options incorporating the formal hearing with an informal workshop. The budget is based on a one-day hearing held with a public information workshop. (This hearing/workshop is in addition to the workshops provided for in Task 10.3.)

Responsibilities:

Consultant: Provide mock-ups of a legal notice and display advertisement. Mail notices of public hearing to people on Planning Advisory Committees.

Sponsor: Arrange and pay for meeting room. Arrange for hearing officer to moderate hearing. Approve meeting notices and advertisements. Arrange and pay for publication of legal notice twice before the public hearing in a newspaper of general circulation in the area. Arrange and pay for a two-time publication of the display ad. Mail notices of public hearing to those on the public information workshop mailing list. Arrange and pay for preparation of the public hearing transcript.

Product: Public hearing, transcript of hearing.

Task 10.5 - Responses to Public Hearing Comments

Description: Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period on the Noise Compatibility Study.

Responsibilities:

Consultant: Prepare responses to comments. Submit them to Sponsor for review. Distribute responses to commentors, as deemed appropriate by Sponsor.

Sponsor: Review and approve responses to comments.

Product: Responses to comments received at the public hearing will be included in Noise Compatibility Program support documentation.

Task 10.6 - Summary Brochure

Description: Prepare narrative and graphics for a brochure summarizing the updated Noise Compatibility Program. The brochure will summarize the study process, the scope of noise issues, and the recommendations of the Noise Compatibility Program. It will include a summary of past noise abatement efforts at the airport and will explain how noise has changed through the years. The brochure will be printed in full color and will not exceed eight to twelve pages. It will be designed for widespread distribution to the public.

Responsibilities:

Consultant: Design, write, and print a summary report.

Sponsor: Review and distribute.

Product: One thousand (1,000) copies of summary report.

Task 10.7 - Prepare Pilot Guide

Description: A photo-based pilot guide suitable for insertion into a Jeppesen flight manual will be prepared. It will describe key information about the airport and will describe noise abatement procedures and noise-sensitive areas near the airport.

Responsibilities:

Consultant: Design, draft, and print pilot guide.

Sponsor: Review and approve mock-up of pilot guide.

Product: Consultant shall prepare one thousand (1,000) copies of a pilot guide.

ELEMENT 11 - NOISE COMPATIBILITY PROGRAM DOCUMENT

Task 11.1 - Draft Noise Compatibility Program Document

Description: Prepare draft Noise Compatibility Program document for FAA review. This document will include following:

- revisions of working papers 5 through 7 previously distributed for review by the Sponsor and the Planning Advisory Committee;
- preparation of FAA's Noise Exposure Maps Checklist.

Responsibilities:

Consultant: Primary responsibility for task.

Sponsor: Review.

Product: Draft copies of documentation in support of the updated Noise Compatibility Program (NCP) suitable for FAA review. Five (5) copies will be provided.

Task 11.2 - Final Noise Compatibility Program Document

Description: A document will be prepared and printed which includes the final working papers prepared under Elements 7 through 9 (noise and land use alternatives and the noise compatibility

plan) and other information required to meet submission requirements for a Noise Compatibility Program (NCP) according to F.A.R. Part 150. The work will include:

- revisions of working papers 5 through 7 previously distributed for review by the Sponsor, FAA, and the Planning Advisory Committees;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the updated Noise Compatibility Program and copies of all written comments received on the study;
- preparation of FAA's Noise Compatibility Program Checklist;
- printing of a final document;

Responsibilities:

Consultant: Make all revisions necessary, and prepare and print updated Noise Compatibility Program Document for distribution by the Sponsor to FAA reviewers and for public record.

Sponsor: Review.

Product: Final copies of the updated Noise Compatibility Program document, suitable for submission by the Sponsor to the FAA. Sixty (60) copies will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NCP (15 copies).

**ATTACHMENT C
WORK SCHEDULE
TxDOT CSJ No. 0118ADDSN**

Upon approval of Noise Compatibility Program by FAA, consultant has 30 days to complete:

Element 10- Public Coordination and Communication and
Element 11- Noise Compatibility Program

ATTACHMENT D
ADDITIONAL SERVICES TO BE PROVIDED BY THE CONSULTANT
TxDOT CSJ No. 0118ADDSN

If authorized by supplemental Agreement by Agent, Consultant shall furnish or obtain from others additional services of the types listed hereinafter. These services are not included as part of the Basic Services to be Provided by the Consultant. Compensation for additional services will be in addition to compensation for services performed under Section 1 - Scope of Services.

1. Boundary, land, and right-of-way surveys, establishment of monuments; and, related office computations and drafting.
2. Preparation of property or easement descriptions and related drawings.
3. Assistance to the Agent and Sponsor as an expert witness in any litigation with third parties arising from the development or construction of the project.
4. Appearance before regulatory agencies.
5. Preparation of Environmental Impact Assessment Reports and assistance to the Agent in preparing for and attending public hearings.
6. Preparation of site selection studies
7. Additional copies of reports, plans, specifications, and documents above the number specified to be furnished under the Basic Services.
8. Travel and subsistence for the Consultant and Consultant's staff beyond that normally required under the Basic Services, when authorized by the Agent.
9. Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.
10. Preparation of feasibility or rate-making studies.
11. Any other services required for the project, authorized in writing by the Agent, and not otherwise provided for in this Agreement.

ATTACHMENT E
LUMP SUM FEE DISTRIBUTION TO THE CONSULTANT
TxDOT CSJ No. 0118ADDSN

Subject to the limitations of Section 5, and other provisions of this Agreement the lump sum fee for Basic Services as provided under Section 5 - Payments to the Consultant shall be distributed on the basis of the following percentages of the total lump sum fee for the phases of the Project.

<u>Phase</u>	<u>Percent</u>	<u>Amount to Complete</u>
Public Coordination & Communication	82.5%	\$9,339.00
Noise Compatibility Program Document	17.5%	\$2,000.00

ATTACHMENT F
SPECIAL PROVISION
CONTRACTOR CONTRACTUAL REQUIREMENTS
TITLE VI ASSURANCES
TxDOT CSJ No. 0118ADDSN

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

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

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

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

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

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

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

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

ATTACHMENT G
DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES
TxDOT CSJ No. 0118ADDSN

1. Policy. It is the policy of the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

2. DBE Obligations. The contractor will offer DBEs, as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors will make a good faith effort in accordance with 49 CFR Part 26 to meet the contract DBE goal. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this provision shall be physically included in any subcontract.

3. Project DBE Participation Goal and Good Faith Effort. The bidder/proposer shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 0% percent of the dollar value of the prime contract to DBEs. A bidder for this solicitation that qualifies as a DBE, may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. The DBE bidder must report any subcontracts to non-DBEs. The apparent successful competitor will be required to submit information concerning the DBE(s) that will participate in the contract. Eligible DBEs are firms certified as such by the Department in accordance with 49 CFR Part 26. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; and (3) the dollar value of the work of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive. If the Director of Aviation determines that the apparent successful competitor has failed to meet the good faith effort requirements, they will be given an opportunity for reconsideration by the Director of the Construction Division.

4. Counting DBE Participation Toward Meeting the Goals. The Texas Department of Transportation through the Division of Aviation, hereinafter called the "Agent," will count DBE participation toward the goals in accordance with the guidelines outlined below.

a. Once a firm is determined to be an eligible DBE under 49 CFR Part 26, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. An eligible DBE is defined for this program as one that is currently certified by the Texas Department of Transportation.

b. The Agent and its contractors will count toward the DBE goals a portion of the total dollar value of a contract with a certified DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

c. Only expenditures to the DBE that performs a commercially useful function in the work of a contract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of the work of the contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Agent and its contractors will evaluate the amount of work subcontracted, industry practices, and other relevant factors. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

d. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to the Agent to rebut this presumption.

e. The Agent and its contractors will count toward the DBE goals 60 percent of expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100 percent of such expenditures obtained from a DBE manufacturer.

f. For purposes of this DBE program, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. Brokers, packagers, manufacturers' representatives or persons who arrange or expedite transactions shall not be regarded as manufacturers.

g. For purposes of this DBE program, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established regular business that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment for the product. Brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions shall not be regarded as regular dealers. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an adhoc or contract-

by-contract basis.

h. The Agent and its contractors may count toward the DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers provided that the fee or commission is determined by the Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services:

(1) The fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of material and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a regular dealer in the materials and supplies.

(3) The fees or commission charged for providing any bonds or insurance specifically required for the performance of the contract.

5. Conditional Award. If the successful bidder for a federal-aid contract is determined to be acceptable, the Agent will conditionally award the contract. The condition of the award is that within 14 days after the date of the award, the bidder must furnish to the Agent names and addresses of the DBE subcontractors that are intended to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A contractor who does not meet the contract goal, in whole or in part, must submit within the 14 days, documentation showing the steps taken to obtain DBE participation ("Good Faith Effort").

Such documentation is to be submitted directly to the Agent's Grant Administrator. The Agent's Grant Administrator will evaluate the contractor's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the goals or furnish acceptable documentation, the bid bond filed with the bid may become the property of the State, not as a penalty, but as liquidated damages to the Agent.

6. Conditional Acceptance of Proposal. If the successful proposer for a federal-aid professional services contract is determined to be acceptable, the Agent will conditionally accept the proposal. The condition of the acceptance is that prior to the execution of a professional services contract, the proposer must furnish to the Agent names and addresses of the DBE subcontractors that are intended to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm.

A professional service provider who does not meet the contract goal, in whole or in part, must submit prior to execution of the contract, documentation showing the good faith efforts made to meet the DBE goal.

Such documentation is to be submitted directly to the Aviation Division. TxDOT's Aviation Division will evaluate the professional service provider's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. If the Director of the Aviation Division determines that the professional service provider has failed to meet the good faith effort requirements, the professional service provider will be given an opportunity for reconsideration by the Director of the Construction Division. Should the professional service provider whose proposal has been conditionally accepted refused, neglect or fail to make a good faith effort to meet the goals or furnish acceptable documentation, the Agent may then conditionally accept the proposal of the second selected proposer.

7. Required Reporting of DBE Participation. The contractor shall submit on a monthly basis reports of DBE participation to meet the goal and for race-neutral DBE participation, and submit a final report on the completion of the project. Only actual payments made to DBEs are to be reported. Reports for race-neutral DBE participation on contracts with no DBE goal are required.

8. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the DBE requirements of this contract, the Agent may impose one or more of the following contract sanctions :

- a. cancellation, termination or suspension of the contract, in whole or in part, and/or
- b. withholding of payments to the contractor under the contract until the contractor complies, and/or
- c. other remedies as FAA or the Agent deems appropriate.

**ATTACHMENT H
CHILD SUPPORT STATEMENT
FOR NEGOTIATED CONTRACTS AND GRANTS
TxDOT CSJ No. 0118ADDSN**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

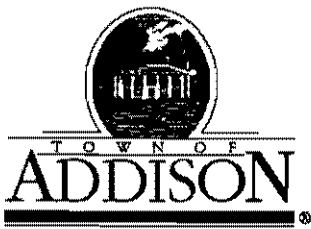
Jeanette V. Coffman - 512-42-8418

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a Agreement to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment Agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601-617 and 651-669).

GSD, 10-95



Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001-9010
 Telephone: [972] 450-2871 • Fax: [972] 450-2837

LETTER OF TRANSMITTAL

DATE	6-25-01	JOB NO.
ATTENTION		
RE:	Airport Participation Agreement for Part 150 Noise Study	

TO Carmen Moran
Town Hall

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Under separate cover via _____ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Original of Agreement

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19_____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS

COPY TO Dave Pearce

SIGNED: [Signature]

If enclosures are not as noted, please notify us at once.



Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001-9010
 Telephone: [972] 450-2871 • Fax: [972] 450-2837

LETTER OF TRANSMITTAL

DATE	6-18-01	JOB NO.
ATTENTION		
RE:	Addison Airport Part 150 Noise Study	

TO Ms Allison Martin
Tx DOT Aviation Division
Austin, TX

GENTLEMAN:

WE ARE SENDING YOU

- | | | |
|---|--|---|
| <input type="checkbox"/> Shop Drawings | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via _____ the following items: |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Prints | <input type="checkbox"/> Plans <input type="checkbox"/> Samples <input type="checkbox"/> Specifications |
| | <input type="checkbox"/> Change order | <input type="checkbox"/> _____ |

COPIES	DATE	NO.	DESCRIPTION
2			Originals of Airport Participation Agreement

THESE ARE TRANSMITTED as checked below:

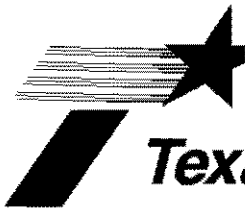
- | | | |
|--|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input checked="" type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |
| <input type="checkbox"/> FOR BIDS DUE _____ 19____ | | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |

REMARKS Please return on attached original
copy for our files

COPY TO _____

SIGNED: J. Felice

If enclosures are not as noted, please notify us at once.



Texas Department of Transportation

AVIATION DIVISION

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

May 25, 2001

Mr. Jim Pierce
Asst. City Engineer, Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

TxDOT CSJ No.: 0118ADDSN
Fund Source: 4002000006

Dear Mr. Pierce:

Enclosed are several documents that must be completed by the Town of Addison in order to initiate the airport development project for the Addison Municipal Airport. Please review the instructions in this transmittal letter for completing the documents **and return the documents not later than June 12, 2001**. 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 Town of Addison, as airport sponsor, and the Texas Department of Transportation, Aviation Division, as your agent for this project.

We request that you proceed as expeditiously as possible to execute the Agreement and complete the certifications. 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 Agreements to the Aviation Division. We will return an executed copy to you for your records.

Texas Department of Transportation - Aviation Division
125 E. 11th St.
Austin, Texas 78701-2483.

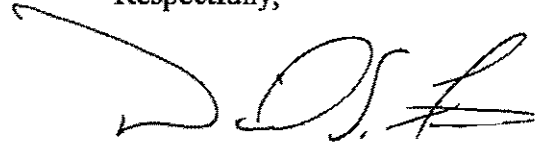
The sponsor's share of the negotiated planning project costs is \$32,000. Please remit payment to the address as follows by June 12, 2001:

Texas Department of Transportation Attn.: Diana Ruiz
P.O. Box 5020
Austin, Texas 78763.

Mr. Jim Pierce
May 25, 2001
Page Two

If you have questions concerning the enclosed documents, please contact **Allison Martin** at 1-800-687-4568. The Texas Department of Transportation looks forward to working with you on this important project for your community.

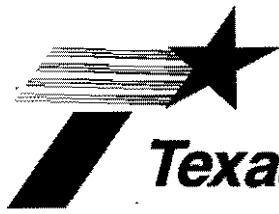
Respectfully,

A handwritten signature in black ink, appearing to read 'D. S. Fulton', with a long horizontal stroke extending to the right.

David S. Fulton
Director

cc: Mr. Jay R. Nelson

am



Texas Department of Transportation

AVIATION DIVISION

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

June 22, 2001

Part 150
Noise Study

Mr. Jim Pierce
Asst. City Engineer
Town of Addison
PO Box 9010
Addison, Texas 75001-9010

RE: TxDOT Number: 0118ADDSN

Dear Mr. Pierce:

We are pleased to return to you the completed Airport Project Participation Agreement between the Town of Addison and the Texas Department of Transportation.

For this project, the assigned Grant Manager is Anna Saldaña; she will handle the execution of the contracts involved for the project. The assigned Project Manager is Bruce Ehly; he will handle all technical and management aspects of the airport planning project. You may contact either for assistance, as you need.

We look forward to the successful completion of this important project. Please call me if you have any questions at 512-416-4512 or 1-800-687-4568 (800-68-PILOT).

Sincerely,

Allison Martin
Grant Manager

cc Dave Pearce

cc: Bruce Ehly
Ben Guttery, FAA TxADO

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT

(Federally Assisted Airport Development Grant)

TxDOT Contract No.:1XXFA031
TxDOT CSJ No.:0118ADDSN
TxDOT Project No.:AP ADDISON 2

Part I - Identification of the Project

TO: The Town 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 Town of Addison, Texas, (hereinafter referred to as the "Sponsor"), under the authority granted and in compliance with the provisions of Title 49 United States Code, Section 47101 et seq., and under V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq. (Vernon and Vernon Supp).

The project is described as follows: a Federal Airport Regulation Part 150 Noise Compatibility Study at the Addison Municipal Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above.

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

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 the Airport Project Participation Agreement and its acceptance of this Offer as 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 provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION, (HEREINAFTER REFERRED TO AS THE "FAA"), 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 planning project costs will be approximately \$320,000.00 (Amount A). It is further estimated that approximately \$320,000.00 (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 following completion of project.

✓
TOA
10%

In the event that federal funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

3. The maximum obligation of the United States payable under this offer shall be \$288,000.00 (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 \$32,000.00 (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 stated in Part II-2. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor.

5. It is mutually understood and agreed that if, during the life of the project, the State determines that the grant amount exceeds the expected needs of the sponsor by \$5,000 or five (5%) percent, whichever is greater, the grant amount can be unilaterally reduced by letter from the State advising of the budget change and a refund of the sponsor share of the reduction will be done. Conversely, if there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the

statutory fifteen (15%) percent limitation, and will advise the Sponsor by letter of the increase. Upon receipt of the aforementioned letter, the maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

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, without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and 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's share of project costs (Amount D) shall be paid initially in cash when requested by the State. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.
7. 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. The Sponsor 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.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Part V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

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 the project, and prior to actual receipt of the authority to expend federal grant funds, shall be made from Sponsor funds.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with the Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and

- b. it will comply with the Attachment B, Certification of Project Fund, attached and made a part of this Agreement; and
- c. it will comply with the Attachment C, Airport Assurances (9/99)(State Modified 9/99), attached and made a part of this Agreement; and
- d. 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
- e. 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
- f. 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
- g. 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
- h. 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
- i. 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
- j. 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
- k. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and

- l. 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
- m. 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
- n. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- o. 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 aviation 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
- p. it will provide upon request of 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
- q. 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

- r. 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, shall be filed with the State for approval; and
 - s. 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 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 the 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 shall be evidenced by execution of this instrument by the Sponsor, and the 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. Sponsor agrees to provide a suitable location for pre-bid and for pre-construction conferences, and for the submission and opening of construction bids.
 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 shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
8. The Sponsor shall have on file with the State, Attachment D, Certification Regarding Drug-Free Workplace Requirements, attached and made part of this agreement.
9. 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.

Part IV- Nomination of the Agent

1. The Sponsor 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 the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant 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.
3. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor 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;
- 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.

Paying Agent:

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with State executed contracts;

Contracting Agent:

- e. advertise for professional engineering and/or planning services for, but not limited to, the preparation of planning studies, plans and specifications for the above project and for the management of the construction of the above project; certify consultant selection procedures; provide notification of contract award for professional services; and negotiate professional services fees; and execute, on behalf of the Sponsor, a professional services agreement as related to this project;
- f. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

- g. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling;
- h. coordinate and review project plans, specifications and construction; coordinate and conduct progress and final inspections.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by federal or state regulations.
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 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 incidental 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 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, (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, 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 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 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 shall be evidenced by execution of this instrument by the Sponsor. 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. The Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part VI - Acceptance of the Sponsor

The Town of Addison, Texas, does ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

Executed this 13th day of JUNE, 2001.

The Town of Addison, Texas
Sponsor

Michele L. Covino
Witness Signature

Ron Whitbread
Signature

Executive Secretary
Witness Title

City Manager
Title

Certificate of Sponsor's Attorney

I, Kenneth C. Dipina acting as attorney for Town of Addison, Texas, do certify that I have fully examined the Agreement and the proceedings taken by the Sponsor, and find that the manner of acceptance and execution, of the Agreement by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Addison, Texas, this 15 day of June, 2001.

[Signature]
Witness Signature

[Signature]
Attorney's Signature

Asst. Public Works Director
Witness Title

Part VII - Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: 

David S. Fulton, Director
Aviation Division
Texas Department of Transportation

Date: 6/2/01

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, 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 other general revenue fund expenditures or any other special fund of the Sponsor 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 Town of Addison, Texas
(Sponsor)

By:



Title:

City Manager

Date:

JUNE 13, 2001

ATTACHMENT B

CERTIFICATION OF PROJECT FUNDS

TxDOT Contract No.: 1XXFA031

TxDOT CSJ No.: 0118ADDSN

The Sponsor does certify that sufficient funds to meet the Sponsor's share of project costs as identified in the Airport Project Participation Agreement for said project will be available in accordance with the schedule shown below:

SPONSOR FUNDS

<u>Source</u>	<u>Amount</u>	<u>Date Available</u>
Airport Fund	\$ 32,000	Presently Available

The Sponsor, has caused this to be duly executed in its name, this 13th day of June, 2001.

The Town of Addison, Texas
(Sponsor)

By: Ron Whitfield
Title: City Manager

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project Airport Project Participation Agreement (hereinafter referred to as "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 assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in 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.¹²
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403-2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland 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 - Flood Plain 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 non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).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 Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
 - (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, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
 - b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
- 5. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of

- others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this 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.
 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 Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of 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 non-aeronautical purposes must first be approved by the Secretary.

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

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

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
 - b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and

protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
22. **Economic Nondiscrimination.**
- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
 - b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, 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:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (ii) 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 7/1/99 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

CURRENT FAA ADVISORY CIRCULARS FOR AIP/PFC PROJECTS

Updated on: 7/1/99

The following apply to both AIP and PFC Projects
NUMBER

NUMBER	TITLE
70/7460-1J	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
150/5200-30A, CHG 1 & 2	Airport Winter Safety and Operations
150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-13A	Water Rescue Plans, Facilities, and Equipment
150/5210-14A	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10B	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16B	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
150/5220-21A	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5300-13, CHG 1, 2, 3, 4, 5	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
150/5320-6D	Airport Pavement Design and Evaluation
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-16	Airport Pavement Design for the Boeing 777 Airplane
150/5325-4A, CHG 1	Runway Length Requirements for Airport Design
150/5340-1G	Standards for Airport Markings
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 Non-FAA 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 L821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D, CHG 1	Specification for L824 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 L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B, CHG 1 & 2	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cone Assemblies
150/5345-28D, CHG 1	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B, CHG 1	FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42C, CHG 1	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43E	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 L854, 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)

150/5345-53A, (including addendum)
150/5360-9
150/5360-12A
150/5360-13, CHG 1
150/5370-2C
150/5370-6B
150/5370-10A CHG 1, 2, 3, 4, 5, 6, 7, 8, 9
150/5370-11, CHG 1
150/5370-12
150/5390-2A
150/5390-3

Airport Lighting Equipment Certification Program
Planning and Design of Airport Terminal Facilities at NonHub Locations
Airport Signing & Graphics
Planning and Design Guidance for Airport Terminal Facilities
Operational Safety on Airports During Construction
Construction Progress and Inspection Report-Airport Grant Program
Standards for Specifying Construction of Airports
Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
Quality Control of Construction for Airport Grant Projects
Heliport Design
Vertiport Design

ATTACHMENT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

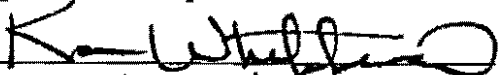
- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying 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:

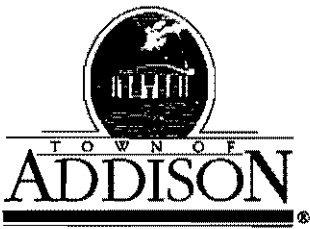
Place of Performance (Street address, city, county, state, zip code)

Town of Addison
Addison, Texas

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

Signed:  Dated: 06-13-01

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



Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001-9010
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	8-1-01	JOB NO.
ATTENTION		
RE:	Addison Airport	
	Part 150	
	Noise Study	

TO Carmen Moran

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Shop Drawings
- Copy of letter
- Prints
- Change order
- Under separate cover via _____ the following items:
- Plans
- Samples
- Specifications
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Agreement between Tx DOT Aviation Division & Coffman & Assoc for Part 150 Noise Study

THESE ARE TRANSMITTED as checked below:

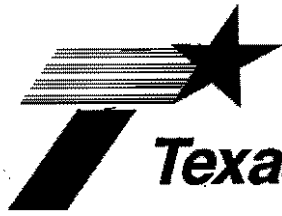
- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS

Mark 7 copies for your use Jim cc Chris too

COPY TO Mark Acevedo

SIGNED: *[Signature]*



Texas Department of Transportation

AVIATION DIVISION

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

July 26, 2001

Mr. Jim Pierce
Town of Addison
P. O. Box 9010
Addison, TX 75001

Dear Mr. Pierce:

We are pleased to return to you the completed agreement between the Texas Department of Transportation, agent for Town of Addison, and Coffman Associates, Inc. for Professional Services for TxDOT CSJ No. 0118ADDSN.

If you have any questions concerning the documents, or if we can be of assistance to you, feel free to contact me.

Sincerely,

Margarita Garcia
Grant Manager

Lump Sum Fee \$ 320,000

Enclosures

59 Tasks

**AGREEMENT
BETWEEN
SPONSOR AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

**TxDOT Contract No.: 1X1FA031
TxDOT Project No.: ADDISON 2
TxDOT CSJ No.:0118ADDSN**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

THIS AGREEMENT is made, entered into and executed by and between the Town of Addison, hereinafter called the "Sponsor," acting by and through the Texas Department of Transportation, hereinafter called the "Agent" and Coffman and Associates, Inc. hereinafter called the "Consultant."

W I T N E S S E T H

The Sponsor intends to: prepare a (FAR) 150 Airport Noise Compatibility Planning Study at the Addison Airport hereinafter called the "Project."

A G R E E M E N T

The Sponsor and the Consultant, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

Pursuant to the terms of the Airport Project Participation Agreement entered into by and between Agent and Sponsor, Agent agrees to employ the Consultant on behalf of the Sponsor. The Consultant agrees to perform professional consulting services in connection with the project as stated in the sections to follow. Upon rendition of such services, the Agent agrees to pay to the Consultant compensation for these services as agreed herein. All services performed under this Agreement shall be performed under the direct supervision of the Agent. The Agent will act as referee in all questions arising under the terms of this Agreement between the parties hereto, and the Agent's decisions shall be final and binding.

SECTION 1 - SCOPE OF SERVICES

1.1. Services of the Agent

1.1.1. The Agent will furnish items as listed in Attachment A, "Services to be provided by the Agent," attached hereto and made a part of this agreement.

1.2. Services of the Consultant

1.2.1. The Consultant will furnish planning services as set forth in Attachment B, "Basic Services to be provided by the Consultant., attached hereto and made a part of this agreement. The Consultant shall perform in a satisfactory manner, as determined by the Sponsor and Agent, the services generally outlined and specifically indicated in Attachment B.

1.2.2. All items of work included within this contract shall be completed within twenty four months from the date of the written notice to proceed with the contract terminating at that time. No payment will be made to the consultant for work completed after that date without a written extension of the contract period approved by the State. Reason for consideration of contract extension will be excessive delays in review of work by the state or changes or delays caused by the Sponsor. In the event that the contract is terminated, the Sponsor will be notified immediately as to the reason for contract termination.

SECTION 2 - PROGRESS

2.1. After execution of this Agreement, the Consultant shall not proceed with the work for each phase outlined under "Scope of Services" until authorized in writing by the Agent to proceed.

2.2. The Consultant shall, from time to time during the progress of the work, confer with the Agent. The Consultant shall prepare and present such information and studies as are shown in Attachment B.

2.3. At the request of the Agent or the Consultant, conferences shall be conducted at locations designated by the Agent. When requested by the Agent, these conferences shall also include inspection of the Consultant's services and work.

2.4. The work will be subject to periodic review by the Federal Aviation Administration (FAA) and/or Agent.

2.5. The Consultant shall prepare a "Work Schedule" as Attachment C, attached hereto and

made a part of this agreement. This work schedule will be sufficiently complete to show that the Consultant's "Scope of Services" under this Agreement can be accomplished within the specified time. This "Work Schedule" will provide specific work sequence and definite review times by the Agent and the Consultant of the work performed. It is of primary importance to the Sponsor and the Agent that the services within this contract be provided according to the agreed upon Work Schedule, Attachment C. Undue delays within the control of the Consultant may be considered as reason for termination of the contract as provided in Section 9.

2.6. Should the Agent desire to suspend the work, but not terminate the Agreement, this may be done by thirty (30) days notice of suspension of work given by the Agent in writing to that effect, and the work may be reinstated by Agent and shall be resumed by Consultant in full force and effect upon receipt by the Consultant from the Agent of sixty (60) days notice in writing to that effect.

2.7. If work is suspended for more than six months at the request of the Sponsor or the Agent the Agreement may be renegotiated at the request of the Consultant or unilaterally terminated by the Consultant.

2.8. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Consultant, who, in the opinion of the Agent, is unable to perform the work, or whose conduct becomes detrimental to the work, shall immediately be removed by the Consultant from association with the Project.

2.9. The Consultant certifies that Consultant has adequate qualified personnel for performance of the services required under this Agreement, or will be able to obtain such personnel from sources other than the Agent or Sponsor. The Consultant will be responsible for the professional quality and technical accuracy of all services provided by the Consultant under the Agreement.

2.10. The Consultant shall prepare monthly progress reports in sufficient detail to support the progress of the work and vouchers requesting monthly payments.

2.11. The Consultant shall furnish all equipment, materials and supplies required to perform the work under this Agreement except as provided herein.

SECTION 3 - CHANGES OF WORK

3.1. The Agent will have the right to make changes and alterations in the services of the Consultant as may be considered necessary or desirable. Changes and/or alterations that reduce the lump sum fee will be negotiated between the Agent and the Consultant. Changes and/or alterations that increase the lump sum fee will be handled as Additional Services as stated in Section 4. Such changes and alterations shall not be considered as a waiver of any conditions of the Agreement, nor shall they invalidate any of the provisions thereof. The Consultant shall

perform the work as changed or altered.

3.2. When required to do so by the Agent, the Consultant shall make such revisions as are necessary to correct Consultant's errors or omissions in the work. No additional compensation shall be paid for this work.

3.3. If the Agent requests change to work previously completed by the Consultant and accepted by the Agent, the Consultant shall make such changes as directed by the Agent. This will be considered additional work and paid for as specified in Section 4 - Additional Services.

SECTION 4 - ADDITIONAL SERVICES

4.1. When authorized by a supplemental Agreement, the Consultant will furnish additional services as listed in Attachment D, "Additional Services to be Provided by the Consultant," attached hereto and made a part of this agreement.

4.1.1. Compensation for such services will be in accordance with Section 5 - Payments to the Consultant.

4.2. If the Consultant is of the opinion that any work Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the Agent in writing prior to performing the extra work.

4.2.1. In the event the Agent finds that such work does constitute extra work, the Agent shall so advise the Consultant, in writing, and pursuant to a supplemental Agreement shall provide extra compensation to the Consultant for doing this work as additional services covered in Section 5 - Payments to the Consultant.

SECTION 5 - PAYMENTS TO THE CONSULTANT

5.1. Methods of Payment for Services and Expenses of Consultant.

5.1.1. For Basic Services. Agent shall pay Consultant for Basic Services as set forth in Attachment B, "Basic Services to be Provided by the Consultant" rendered under Section 1 as follows:

5.1.1.1. A lump sum fee of \$320,000.00 for all Basic Services furnished under Section 1 and as set forth in Attachment B.

5.1.1.2. The lump sum amount shall be allocated to the phases of the Project as set forth in Attachment E, "Lump Sum Fee Distribution to Consultant," attached hereto and made a part of

this agreement.

5.1.2. For Additional Services. Agent shall pay Consultant for work rendered under Section 4 - Additional Services in accordance with the provisions of the Supplemental Agreement to Consulting Services Agreement pertaining to the service provided.

5.2. Times of Payments

5.2.1. Partial payments shall be made monthly in proportion to those parts of the services that have been accomplished, as evidenced by monthly statements submitted by the Consultant to the Agent. In no case shall the partial payments be in excess of the value of the services completed at the time the statement is rendered.

5.2.2. The Consultant shall submit a monthly statement as directed by the Agent showing an estimate of the Basic Services rendered and the actual approved Additional Services rendered, except for the Deliverable Phase. Deliverable Phase statements shall be submitted only following completion of all tasks associated with the Deliverable Phase.

5.3. Other Provisions Concerning Payments

5.3.1. Payments to the Consultant for Additional Services rendered will be based upon itemized and certified statements detailed to show the names of the employees and the time worked. Monthly statements should include authorized non-salary expenses with supporting itemized invoices for additional services.

5.3.2. Statements and supporting documents will be submitted to the Agent no more than monthly. TxDOT provided payments forms must be submitted with or as an Consultant's statement. Upon receipt and approval of each statement, the Agent shall pay the amount which is due and payable as provided herein within thirty (30) days of invoice receipt.

5.3.3. Final payment of any money due will be made to the Consultant after satisfactory completion of all services and obligations covered in this Agreement and acceptance of the work by the Agent.

5.4. Maximum Amount of Payment

5.4.1. The maximum amount allowable for payment under the Professional Consulting Services Agreement is \$320,000.00.

SECTION 6 - SUBCONTRACTORS

6.1. The Consultant shall not sublet or transfer any portion of the work under this Agreement

unless specifically approved in writing by the Agent. Subcontractors shall comply with the provisions of this Agreement and all state and federal regulations as applicable. Subcontracts, may at the option of the Agent, require written approval of content. The Consultant shall provided to the Agent a copy of the executed Agreement between the Consultant and subcontractor.

6.2. In the event the Consultant provides any of the services set out in this Agreement by subcontracting the same with a subcontractor, the Consultant shall take all steps necessary and appropriate to ensure that said subcontractor indemnifies the Sponsor, Agent, and at the option of the Consultant, the Consultant for liability arising from any acts or omissions of said subcontractor, it being the express intention of the parties hereto that any liability for said acts or omissions shall be the responsibility of said subcontractor. In the event that Consultant does not take such appropriate and necessary steps to ensure the indemnification described in this provision, Consultant shall assume such liability as is described in this provision, and hereby agrees to so indemnify the Sponsor or Agent for such acts or omissions of said subcontractor as are described herein.

6.3. The Consultant shall pay the subcontractor for work performed within 10 days after the Consultant receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within 10 days after satisfactory completion of all the subcontractor's work. Completion of the subcontractor's work shall include test, maintenance and other similar periods that are the responsibility of the subcontractor.

SECTION 7 - CIVIL RIGHTS COMPLIANCE

7.1. The Consultant shall comply with the provisions of Attachment F, "Special Provision Contractor Contractual Requirements Title VI Assurances," attached hereto and made a part of this agreement.

SECTION 8 - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

8.1. The Consultant shall comply with the provisions of Attachment G, "Disadvantaged Business Enterprise (DBE) Assurances," attached hereto and made a part of this agreement. For any additional services DBE goals will be amended and a new plan filed.

SECTION 9 - TERMINATION OF AGREEMENT

9.1. The Agreement may be terminated upon the occurrence of any of the following conditions:

9.1.1. By mutual Agreement and consent of both parties in writing.

9.1.2. By the Agent by notice in writing to the Consultant as consequence of failure by the Consultant to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Consultant.

9.1.3. By either party, upon the failure of the other party to fulfill its obligations as set forth in Section 1 - Scope of Services.

9.1.4. By the Agent for reasons of its own and not subject to the mutual consent of the Consultant by delivering a written Notice of Termination to the Consultant, which shall take effect on the tenth (10th) day following receipt.

9.1.5. By the condition stipulated in Section 2.7.

9.1.6. By the situation stipulated in Attachment G, Disadvantaged Business Enterprise (DBE).

9.1.7. By the condition stipulated in Attachment H, "Child Support Certification," attached hereto and made a part of this agreement.

9.1.8. By satisfactory completion of all services and obligations described herein.

9.2. Should the Agent terminate this Agreement, no fees other than fees due and payable at the effective date of termination, shall thereafter be paid to the Consultant. In determining the value of the work performed by the Consultant prior to termination, the Agent shall be the sole judge. Payment for work at termination will be based on work completed at that time.

9.3. If the Consultant defaults in performance of this Agreement or the Agent terminates the Agreement for fault on the part of the Consultant, the Agent will give consideration to the actual costs incurred by the Consultant in performing work to date of default, the amount of work required which was satisfactorily complete to date of default, the value of the work which is usable to the Sponsor, the cost to the Sponsor of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Sponsor of the work performed at time of default.

9.4. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all right, duties, obligations and liabilities of the Sponsor, Agent, and Consultant under this Agreement with regard to payment only. If the termination of this Agreement is due to the failure of the Consultant to fulfill Agreement obligations, the Agent may take over the project and prosecute the work to completion by Agreement or otherwise. In such case, the Consultant shall be liable for any additional costs for professional services resulting

from the Consultant's default.

SECTION 10 - DISPUTES

10.1. The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements made by the Consultant in support of the work authorized herein.

10.2. Any dispute concerning the work performed hereunder, the cost of work performed hereunder, or any nonprocurement issue shall be settled in accordance with Title 43, Texas Administrative Code, Section 1.68, "Contract Claim Procedure."

SECTION 11 - COMPLIANCE WITH LAWS

11.1. The Consultant shall comply with applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of courts, or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the Agent with satisfactory proof of Consultant's compliance.

SECTION 12 - INDEMNITY

12.1. The Consultant shall save harmless the State and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement and which are caused by or result from error, omission, or negligent act of the Consultant or of any person employed by the Consultant. The Consultant shall also save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State as a result of such activities by the provider or employees.

12.2 Section 12.1 above is expressly applicable to all items, clauses, codicils, and addenda of this Agreement.

SECTION 13 - CONSULTANT'S WARRANT

13.1. The Consultant warrants that Consultant has not employed or retained any company or persons, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage,

brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Agent shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 14 - SUCCESSORS AND ASSIGNS

14.1. The Sponsor and the Consultant each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the Sponsor nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

SECTION 15 - INSPECTION OF CONSULTANT'S BOOKS AND RECORDS

15.1. The Agent may, for purpose of termination of the Agreement prior to completion, examine the books and records of the Consultant for the purpose of checking the amount of the work performed by the Consultant at the time of Agreement termination. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at the Consultant's office during the Agreement period and for three years from the date of final payment under the Agreement, for inspection by the Agent, the Federal Aviation Administration and the U.S. Department of Transportation, Office of Inspector General. The Comptroller General of the United States, or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examinations, excerpts and transcriptions.

SECTION 16 - WARRANTIES OF SIGNATORY

16.1. The undersigned signatory or signatories for the Consultant hereby represent and warrant that the signatory is an officer of the firm for which the signatory has executed this Agreement and that the signatory has full and complete authority to enter into this Agreement on behalf of the Consultant. The above-stated representations and warranties are made for the purpose of inducing the Sponsor to enter into this Agreement.

SECTION 17 - INSURANCE

17.1. The Consultant shall procure and maintain insurance for protection from claims under

worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other person and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Consultant shall furnish the Agent a completed Certificate of Insurance provided and approved by the Agent prior to beginning work under this Agreement.

SECTION 18- ENTIRE AGREEMENT

18.1. This Agreement together with the Attachments, Exhibits and Special Provisions identified herein constitutes the entire Agreement between the Sponsor and the Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments, Exhibits, and Special Provisions may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 19 - CHILD SUPPORT CERTIFICATION

19.1. Under Section 231.006 of the Family Code, the Consultant certifies that the individual or business entity named in this Agreement is eligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. The Consultant further acknowledges that he or she has read Attachment I and has provided the names and social security numbers required therein.

SECTION 20 - APPLICABLE LAW

20.1. Under Section 22.055 (b), Transportation Code, Chapter 22, this Agreement is made pursuant to the law governing the making of Agreements by or on behalf of the State of Texas.

SECTION 21 – BUY TEXAS

21.1. The Consultant shall buy Texas products and materials for used in providing the services authorized in this Agreement when these products and materials are available at a comparable price and in a comparable period of time. When requested by the Agent the Consultant shall furnish documentation of these purchases or a description of good faith efforts to do so.

SECTION 22– DEBT TO THE STATE

22.1. If the comptroller is currently prohibited from issuing a warrant to the Consultant because of a debt owed to the state, then the Consultant agrees that any payments owing under the Agreement will be applied towards the debt or delinquent taxes until the debt or delinquent taxes

are paid in full.

SECTION 23 - VENUE

23.1. 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.

IN WITNESS WHEREOF, the parties to this Agreement for Professional Consulting Services have signed or caused their respective names to be signed to triplicate counterparts hereof on the _____ day of _____, 2001.

CONSULTANT

By: Jeanette V. Coffman Name: Jeanette V. Coffman
Title: Coffman Associates, Inc 237 N.W. Blue Parkway
(Name of Firm) (Address)
Lee's Summit, MO 64063 816-524-3500
(City, State, Zip) (Area Code & Phone Number)

THE STATE OF TEXAS Missouri

COUNTY OF Jackson

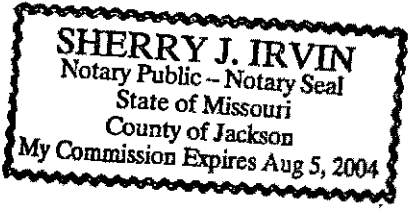
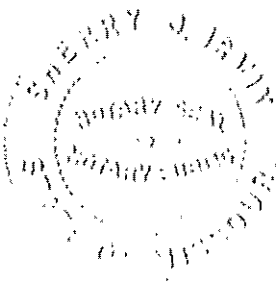
Before me, the undersigned authority, on this day personally appeared Janette V. Coffman known to me to be the Consultant named in this Agreement, or the Consultant's authorized representative, and is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has authority to execute and has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of June, A.D. 2001.

Sherry J. Irvin

Notary Public, State of Texas Missouri

My Commission expires Aug. 5, 2004



SHERRY J. IRVIN
Notary Public - State of Missouri
County of Jackson
My Commission Expires Aug 5, 2004

ACCEPTANCE OF THE STATE

Executed by and approved for the Texas Transportation Commission, agent for the Sponsor, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: [Signature] Date: 7/25/01

David S. Fulton, Director
Aviation Division
Texas Department of Transportation

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE AGENT
TxDOT CSJ No.: 0118ADDSN

Agent shall do the following in a timely manner so as not to delay the services of the Consultant:

1. Provide sufficient criteria and information as to the Agent's requirements or the Project, including but not limited to, planning objectives, capacity and performance requirements, and budget constraints: identify standards which the Agent will require to be used for the Project.
2. Make available plans, specifications, maps field notes, previous reports, statistics, and other data in the Agent's possession relative to the existing facilities and to the Project.
3. Furnish the Consultant appropriate data in the Agent's or Sponsor's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, planning or Consulting reports, previous and existing airport layout plans, and other data relative to the Project.
4. In a timely manner, examine all studies, reports, sketches, drawing, specifications, proposals, and other documents presented by the Consultant.
5. Designate in writing a person to act as the Sponsor's and Agent's representative with respect to the services to be reached under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the sponsor's and Agent's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Consultant's services, and such other authority as granted to the representative by the Sponsor.
6. Give prompt written notice to the Consultant whenever the Agent observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect in the work of the Consultant.
7. Direct the Consultant to provide necessary Additional Services as stipulated in Section 4 of this Agreement or other services as required.

ATTACHMENT B
BASIC SERVICES TO BE PROVIDED BY THE CONSULTANT
TxDOT CSJ No.: 0118ADDSN

The Addison Airport F.A.R. Part 150 Noise Compatibility Study (NCS) Scope of Services has been prepared to provide a detailed element and task description of the study efforts. The objective of the Airport Noise Compatibility Study is to provide the City of Addison (Sponsor), community, and public officials with proper guidance for future noise abatement and compatible development in the airport vicinity. The NCS will be prepared under the guidelines of F.A.R. Part 150 "Airport Noise Compatibility Planning." Coordination between the City, State of Texas, Federal Aviation Administration, and the consultant team will be essential to bringing together all facts and data relevant to the project and to developing a mutual agreement regarding noise abatement, noise mitigation, and land use planning.

ELEMENT 1 - INITIATION

Task 1.1 - Refine Work Scope and Budget

Description: Detailed descriptions of basic work tasks required for completion of the NCS will be developed and refined. Each task will be evaluated with respect to the Addison Airport situation and refined as necessary. New tasks will also be developed as necessary. Specific responsibilities for each refined/new task as well as an estimate the number of person-days and fees necessary to accomplish the work efforts will be defined and a detailed project schedule will be developed. In addition, expenses specific to Addison Airport (travel cost, hotel, and subsistence) will also be estimated.

Responsibilities:

Consultant: Develop a refined scope of work, budget and schedule from which contract terms will be based.

Sponsor: Review and negotiate refined scope of work, budget and schedule requirements to ensure proper attention is paid to critical areas.

Product: A detailed work scope and task-by-task itemization of the project person-days, costs and project time schedule.

Task 1.2 - Establish Planning Advisory Committee

Description: Provide input on the membership of the planning advisory committee (PAC). This non-voting group will be limited to a membership of 20 to 30 people. Much of the local coordination will be handled through PAC which is formed specifically to provide advice and

feedback on the NCS. The PAC must include representative from all affected groups, including local residents, airport users, and local officials.

Responsibilities:

Consultant: Provide input on membership selection, invitation letters, and maintain PAC membership list for NCS support documentation.

Sponsor: Provide input on membership selection.

Product: Development of a planning advisory committee list.

Task 1.3 - Prepare Workbooks

Description: Notebooks will be provided to the PAC for use during the study. A standard three-ring notebook will be used with a format designed to allow working papers to be inserted as the study progresses.

Responsibilities:

Consultant: Design and print workbooks for the committee.

Sponsor: Review and comment prior to distribution.

Product: Workbooks in sufficient number to meet study requirements. Fifty (50) copies are budgeted.

Task 1.4 - Prepare Technical Information Papers

Description: Provide fifty (50) copies of detailed Technical Information Papers (TIPS). These papers have been organized and written by the consultant to provide basic technical information about noise and related issues. The TIP's will be printed and distributed to all PAC members for their use in better understanding detailed technical elements of evaluating noise impacts and planning methods of mitigating those impacts.

Responsibilities:

Consultant: Coffman Associates will print and distribute Technical Information Papers.

Sponsor: None.

Product: Fifty (50) copies of Technical Information Papers

Task 1.5. - Prepare Study Initiation Brochures

Description: Provide One Thousand (1,000) Study Initiation Brochures for general distribution to the public and interested parties. The brochure will be designed in color and will provide an overview of the important elements in Part 150 planning, goals and objectives of the study, and answer the ten most often asked questions about the process of conducting Part 150 studies.

Responsibilities:

Consultant: Design and prepare study initiation brochures.

Sponsor: Review and approve for distribution.

Product: Up to One Thousand (1,000) Study Initiation Brochures.

ELEMENT 2 - INVENTORY OF EXISTING CONDITIONS

Task 2.1 - Secure Baseline Data and Documents

Description: Information on existing and future land use planning documents, zoning ordinances, subdivision regulations, building codes, and capital improvement programs will be secured for each government entity in the airport area through an examination of local documents and publications, interviews with local planning agencies and other appropriate personnel, and on-site inspection. In addition to obtaining land use planning information, socioeconomic data and forecasts will be assembled through consultations with local governments and planning agencies. Particular emphasis will be on data shedding light on the existing distribution and density of population in the study area and potential trends in population distribution and density. Population and housing data and forecasts will be collected for the smallest geographical area for which they are available.

Interviews will be conducted with airport officials and FAA personnel to develop a complete description of air traffic control and airspace in the airport and metropolitan areas. Particular emphasis will be given to the relationship of air traffic control procedures to potential noise abatement alternatives to be developed in the study.

In addition to obtaining information essential for preparation of a F.A.R. Part 150 Study, these interviews with land use planning agencies, transportation planning agencies, and public works agencies for all government entities are important to gain an understanding of the local issues from their perspective as well as start the local coordination effort.

Responsibilities:

- Consultant: Coffman Associates obtained all relevant existing documents, perform on-site inspection of facilities, conduct interviews with local officials.
- Sponsor: Assist Consultants with collection of data, including coordinating any necessary interviews with tenants. Assist Consultant with identification of relevant land use control documents.
- Product: Data on airport facilities, operations, airspace and air traffic control, population and economy for input to later tasks.

Task 2.2 - Base Mapping

Description: Based on locally available GIS digital maps, prepare a digital map of the study area. If local GIS digital map does not exist, USGS digital maps will be used. The mapping is anticipated to be done with AutoCAD, Autodesk Map, or Mapinfo software. Local maps and aerial photographs will be used as necessary to ensure the map is up-to-date. Base maps will show the street and railroad network, major power lines, the major facilities on the airport, the airport property line, major streams and ponds, and political boundaries. This base mapping will provide the basis for detailed maps developed throughout the planning process. It will also be the basis for a simple geographic information system that will include geographic data developed during the study. The maps will be prepared for use in the report, for formal submission under F.A.R. Part 150, and for public presentations.

Responsibilities:

- Consultant: Coffman Associates will prepare a digitized base map.
- Sponsor: Provide Consultant with the existing airport layout plan and property map. Review consultant-developed maps.
- Product: Base maps to be used throughout the study.

Task 2.3 - Study Area Boundary

Description: Using the base map from previous task, the boundaries of the area selected for detailed analysis will be established. The study area will generally follow the boundaries of locally established census tracts or traffic analysis zones, physiographic features, or political boundaries, will encompass an area somewhat larger than the anticipated 55 DNL contour.

Responsibilities:

- Consultant: Coffman Associates will establish a study area boundary.

Sponsor: Review the study area boundary.

Product: An established area within which all further analyses will be conducted.

Task 2.4 - Aerial Photography

Description: Obtain current photogrammetric quality aerial photography of the study area for the purposes of identifying existing land uses within the study area. This includes the flight and delivery of contact prints and digitized aerial photos. Digitized aerial photos will be provided on compact disc to the Sponsor.

Responsibilities:

Consultant: Coffman Associates will contract with an aerial photography company to shoot the photographs, produce prints at a size and scale acceptable for photo interpretation, and digitize the photos.

Sponsor: Review and comment.

Product: A set of 9" by 9" aerial photographs of the study area and a set of digitized photos on compact disc.

Task 2.5 - Existing Land Use

Description: Review existing GIS land use maps (if available), aerial photography, general plans, existing easements, home sound insulation program, and other documentation of existing land use in the study area. A windshield survey will be conducted as needed to verify land uses that can not be determined with the aerial photography. Data will be obtained for the entire study area.

Responsibilities:

Consultant: Coffman will conduct work under this task.

Sponsor: Furnish Consultant with land use maps and data, as available. Review Consultant's land use map.

Product: Existing land use map and non-compatible land use data for input to later tasks.

Task 2.6 - Future Land Use Controls and Plans

Description: Review existing zoning ordinances, subdivision regulations, building codes, land use and transportation plans, area capital improvement programs, and other documentation of

land use management in the study area. Tables and exhibits of the zoning, future land plan designation, and improvement project information will be prepared.

Responsibilities:

Consultant: Coffman Associates will review reports and documents from area planning agencies.

Sponsor: Review.

Product: Tables and exhibits for analysis in later tasks.

Task 2.7 - Land Use Development Trends

Description: Based on the data collected in Tasks 2.1 and 2.6 and interviews with local planning officials, assess the residential land use growth trends in the study area. Checks will be made of the historical market conditions, current development activities, existing infrastructure, natural constraints and prevailing regulations to understand potential short-term and ultimate uses of land within the study area.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: An understanding of land use growth trends and requirements in the study area.

Task 2.8 - Working Paper No. 1, Inventory

Description: Assemble information and mapping from work efforts in Element 2, and organize these findings into a working paper describing existing conditions in the airport area and present a preliminary assessment of issues to be addressed in the Noise Compatibility Study. This working paper will represent a draft version of Chapter One of the updated Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and distribution to the PAC and Sponsor. This working paper will be sent one week prior to the PAC meeting via U.S. priority mail.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in the inventory element. Fifty (50) copies will be printed for distribution to the PAC and Sponsor.

ELEMENT 3 - AVIATION FORECASTS

Task 3.1 - Develop Aviation Demand Forecasts

Description: Forecast aviation demand over a twenty-year period horizon (short-term period of five years and long-term period of twenty years), utilizing data collected in Element 2. This analysis will use the most recent aviation forecasts as a starting point. Forecast indicators such as economic growth, changes in industrial activity; demographic trends (population, employment, household income, and geographic distribution), and historical trends in number of operations will be used to update the existing forecasts. This analysis will provide general aviation, air taxi, air cargo, and military itinerant and local activity, annual instrument approaches, transient versus based aircraft usage ratios, and runway end utilization patterns.

Responsibilities:

Consultant: Coffman Associates will be responsible for analyses in this task.

Sponsor: Provide historical operations and other data reports as needed. Review of Consultant analysis.

Product: A detailed aircraft operation forecast for the short-term period of five years and long-term period of twenty years.

Task 3.2 - Refine Operational Fleet Mix Forecasts

Description: Utilizing the recently prepared in Task 3.1 for Addison Airport, prepare a more detailed forecast of the aircraft fleet mix and day/night split of activity. The general aviation fleet mix forecasts will take into account local and national trends in aircraft mix. The forecast for military aircraft is flat and a change in mix is not anticipated. Current activity schedules and activity logs (if available) will be used in formulating the day/night activity split. The fleet mix forecasts and day/night split of activity will be of sufficient detail to serve as input into the Integrated Noise Model for forecasts of future aircraft noise exposure.

Responsibilities:

Consultant: Coffman Associates will be responsible for analyses in this task.

Sponsor: Provide schedules, operation logs, landing reports, (if available) and based aircraft lists as needed. Review of Consultant analysis.

Product: A detailed aircraft fleet mix forecast broken down by daytime and nighttime operations.

Task 3.3 - Working Paper No. 2, Aviation Forecasts

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain aviation operations and fleet mix for the baseline existing (2001) condition. It will also include aviation operations and fleet mix for 2006 and 2020 forecast conditions. This working paper will represent a draft version of Chapter Two of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates will prepare the working paper and all related graphics and distribute to PAC members and the Sponsor. This working paper will be sent one week prior to the PAC meeting via U.S. priority mail.

Sponsor/FAA: Review and concur with aviation forecasts.

Product: A working paper covering Element 3. Up to fifty (50) copies will be printed for distribution to the PAC and the Sponsor.

ELEMENT 4 - AVIATION NOISE ANALYSIS

Task 4.1 - Aircraft Noise Measurements

Description: A noise measurement program will be designed specifically for Addison Airport. The effort will be designed to meet the requirements stated in Federal Aviation Regulations Part 150, Appendix A, Section A150.5. Measurements will be taken over a 5-day period at no more than 6 sites. Noise levels at each site will be recorded over durations ranging from 24 hours to as many as 4 consecutive days. The locations will be chosen through coordination with Airport staff and other local interested parties.

The measurement data will be used to compare measured DNL noise levels with modeled data developed with the Integrated Noise Model. Specifically, an INM grid point analysis will be developed for each measurement site. The measured data will be compared with the INM-predicted data. Sound exposure level (SEL) data for single events will be compared with modeled values provided by the INM for up to four of the most common aircraft using the airport. Data on background community noise levels also will be derived from the field noise measurements.

Responsibilities:

- Consultant: Coffman Associates will coordinate with Sponsor's staff and interested parties in requesting noise measurement locations, conduct noise monitoring, and analysis.
- Sponsor: Provide input on noise measurement locations to Consultant and review analysis.
- Product: An analysis of noise measurement data and a comparison with INM-predicted values.

Task 4.2 - Radar Flight Tracking and Aircraft Departure Profile Analysis

Description: In order to develop accurate, reliable, and valid noise contours, the Integrated Noise Model requires the input of reasonable arrival and departure flight tracks for the airport. There are two methods for obtaining flight track data. The first method involves downloading the flight track data directly from the airport's air traffic control tower radar flight tracking system in digital form. If the tower's radar system is not properly equipped, a technician will be placed in the radar control facility to collect arrival and departure track coordinates and representative altitudes and speeds on the radar system. Flight track data will be broken down by aircraft type and mapped on the study area base map. Generalized flight tracks for various classes of aircraft will be developed for noise modeling based on an analysis of the raw flight track data. An aircraft profile analysis will also be prepared using the flight track data.

Departure profile data from the INM will also be compared to actual aircraft profile information developed from the radar flight track data obtained from earlier in this Task. Up to Four aircraft types will be compared based on data available from the radar flight tracking analysis. This will be used to evaluate aircraft departure profile parameters in the Integrated Noise Model.

Responsibilities:

- Consultant: Coffman Associates will map and analyze and prepare the flight track and departure profile analysis.
- Sponsor: Review the Consultant's analysis.
- Product: Plots of up to 5 days of aircraft flight tracks and aircraft departure profile analysis for evaluating the aircraft departure parameters in the computerized noise model.

Task 4.3 - Existing Aircraft Noise Exposure

Description: Using data from previous work tasks, aircraft noise exposure will be calculated using Version 6.0b of the FAA's Integrated Noise Model (INM). Noise levels, at five-DNL increments, will range from 55 DNL to 75 DNL. The noise contour map will represent average annual conditions for a 12-month period ending with the month for which the most recent data are available when the forecasting analysis is started. This will be taken as an estimate of 2001 noise conditions. Additional noise analysis will be done as needed to provide more refined guidance in the identification of planning issues.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: An INM analysis describing noise contours at 55, 60, 65, 70, and 75 DNL levels. A map of aircraft noise exposure contours for 55, 60, 65, 70, and 75 DNL levels. This map provides the basis for the 2001 Noise Exposure Map which the Sponsor may submit to the FAA under F.A.R. Part 150.

Task 4.4 - Future Baseline Aircraft Noise Exposure

Description: Based on the refined forecasts developed in previous tasks, an INM contour analysis will be prepared, assuming no new noise abatement actions, for the five-year forecast condition (2006) and a longer term forecast condition (2020).

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: Two forecast noise analyses showing DNL 55, 60, 65, 70, and 75 noise contours for 2006 and 2020 forecast conditions. The 2006 map will be the basis for the five-year Noise Exposure Map which the Sponsor may submit to the FAA under F.A.R. Part 150.

Task 4.5 - Working Paper No. 3, Aircraft Noise Exposure

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain noise contour maps for the baseline existing (2001) condition. It will also

include baseline noise exposure for 2006 and 2020 forecast conditions. This working paper will represent a draft version of Chapter Three of the updated Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates will prepare the working paper and all related graphics and distribute to PAC members and the Sponsor. This working paper will be sent one week prior to the PAC meeting via U.S. priority mail.

Sponsor: Review the working paper.

Product: A working paper covering Element 4. Up to fifty (50) copies will be printed for distribution to the PAC and the Sponsor.

ELEMENT 5 - NOISE IMPACTS

Task 5.1 - Land Use Impact Guidelines

Description: Land use impact guidelines for use in evaluating noise impacts will be selected. The Consultant will present options to the Sponsor and FAA with the understanding that the FAA's Land Use Compatibility Guidelines as presented in F.A.R. Part 150 will be given significant weight. Potential variations on the FAA guidelines may be considered based on official guidelines developed through authoritative studies or by official government agencies.

Responsibilities:

Consultant: Coffman Associates will be responsible for presenting potential and recommended land use impact criteria.

Sponsor/FAA: Review and approval of guidelines.

Product: Land use impact guidelines for use in noise impact analysis.

Task 5.2 - Growth Risk Analysis

Description: Using the results of previous tasks completed in Element 2, areas with the greatest potential for non-compatible development as well as land use control inconsistencies will be identified. Growth risk areas will be categorized by type of residential land use. In addition, the potential development of non-compatible institutional uses will be identified.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A growth risk analysis including mapping residential growth areas and potential non-compatible institutional uses in the study area.

Task 5.3 - Land Use and Population Impacts

Description: Existing and future aircraft noise contours will be compared with existing non-compatible land use and potential future non-compatible land use. Maps for the current and forecast conditions will show the location of non-compatible land uses with respect to aircraft noise contours. Tabulations of non-compatible land uses by five-DNL increments will be produced from previously digitized land use and growth risk data.

The population exposed to noise, by five-DNL increments, will be estimated for the baseline and future year noise contours. Impacts for the forecast years will include estimates of potential future population based on the growth risk analysis. The level-weighted population (LWP) model will be used to define a single-number impact level. Population counts within each five-DNL contour range will be factored by average response levels developed from the "Schultz Curve" correlating cumulative noise levels with the proportions of people expected to be highly annoyed by aircraft noise. The resulting single-number rating for each baseline noise condition will be used in comparisons with noise contours produced in subsequent analyses of potential noise abatement measures.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A map of non-compatible land uses and aircraft noise contours for the baseline 2001 condition and the 2006 and 2020 baseline forecast conditions. A summary of the non-compatible land uses and population exposed to aircraft noise by five-DNL increments from 55 to 75 DNL.

Task 5.4 - Working Paper No. 4, Noise Impacts

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain noise contour maps and an analysis of noise impacts for the baseline existing condition and the 2006 and 2020 forecast conditions. This working paper will represent a draft version of Chapter Four of the updated Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates will prepare the working paper and all related graphics and distribute to PAC members and the Sponsor. This working paper will be sent one week prior to the PAC meeting via U.S. priority mail.

Sponsor: Review the working paper.

Product: A working paper covering the items outlined in this element. Up to fifty (50) copies will be printed for distribution to the PAC and the Sponsor.

ELEMENT 6 - NOISE EXPOSURE MAP DOCUMENTATION

Task 6.1 - Draft Noise Exposure Map Document

Description: Prepare draft Noise Exposure Map document for FAA review. This document will include following:

- revisions of working papers 1 through 4 previously distributed for review by the Sponsor and the Planning Advisory Committee;
- preparation of FAA's Noise Exposure Maps Checklist.

Responsibilities:

Consultant: Primary responsibility for task.

Sponsor: Review.

Product: Draft copies of documentation in support of the updated Noise Exposure Maps (NEM) suitable for FAA review. Five (5) copies will be provided.

Task 6.2 - Final Noise Exposure Map Documentation

Description: Prepare final documentation in support of the updated Noise Exposure Maps (NEM) prepared under Elements 2 through 5. All documentation required by F.A.R. Part 150, including the following, will be provided:

- revisions of working papers 1 through 4 previously distributed for review by the Sponsor, FAA, and the Planning Advisory Committees;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Exposure Maps and copies of all written comments received on the study;

- preparation of FAA's Noise Exposure Maps Checklist.
- printing of a final document.

Responsibilities:

Consultant: Primary responsibility for task.

Sponsor: Review.

Product: Final copies of documentation in support of the updated Noise Exposure Maps (NEM) suitable for submission by the Sponsor to the FAA. Sixty (60) copies will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NEM (15 copies).

ELEMENT 7 - NOISE ABATEMENT ALTERNATIVES

Task 7.1 - Noise Abatement Issues

Description: The Consultant will identify noise abatement issues at the airport based on the analysis undertaken in previous elements, on consultations with the airport staff and Planning Advisory Committee, and based on comments raised at public workshops.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of noise issues for consideration in the noise abatement alternatives analysis.

Task 7.2 - Aviation Technical Conference

Description: A working session will be held among the airport management, aviation officials, airport users, and Consultant to discuss technical aspects of potential noise abatement strategies for consideration for future application at the airport. It is expected that those attending the meeting will be the aviation specialists serving on the PAC. Additional aviation interests will be invited as necessary. The purpose is to review the Consultant's preliminary screening of noise abatement techniques and to provide a forum for presenting other noise abatement ideas.

Responsibilities:

Consultant: Prepare a list of potential participants, subject to Sponsor approval, issue invitations, conduct the meeting, and prepare summary minutes of meeting.

Sponsor: Coordinate with Consultant in setting up meeting.

Product: A joint understanding among all participants of the potential for noise abatement and the scope of the forthcoming noise abatement analysis. Summary minutes.

Task 7.3 - Noise Abatement Analysis Criteria

Description: Based on input received through the coordination process and the Consultant's independent analysis, criteria will be developed to evaluate potential noise abatement alternatives. Criteria are expected to include noise impact reduction, airspace impacts, impacts on capacity, safety, cost, user/operator acceptability, feasibility of implementation, and legality.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Criteria for judging the acceptability, cost, and effectiveness of potential noise abatement procedures.

Task 7.4 - Screening of Noise Abatement Alternatives

Description: Various aircraft noise abatement techniques that could be applied to the airport will be identified and screened. This will include each measure identified in F.A.R. Part 150. Additional measures drawn from use at other airports and based on input from the PAC, one-on-one coordination with aviation related agencies and users, the Aviation Technical Conference, and other local interest groups will also be identified and screened.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and description of aircraft noise abatement alternatives that potentially can be effective in reducing aircraft noise exposure. Documentation of those alternatives that cannot be effective will also be developed.

Task 7.5 - Potential Noise Abatement Alternatives and Scenarios

Description: Based on the screening results of the previous task, noise abatement procedures will be identified for potential application in the future. Detailed descriptions of the potential procedures will be developed. Opportunities for the combined use of several procedures will be identified.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Descriptions of potential operational scenarios that may be expected to reduce noise impacts in the study area.

Task 7.6 - Noise Exposure of Abatement Alternatives/Scenarios

Description: The noise abatement scenarios identified in the previous task will be modeled using the most current version of the INM to produce DNL contours. Most alternatives and scenarios are expected to be based on five-year forecast conditions, although scenarios based on current year or 2020 conditions will be developed as the Consultant deems necessary. Maps of each run will be prepared showing contours ranging from 55 to 75 DNL. Supplemental noise analysis, such as grid point analysis, will be produced as the Consultant/Sponsor deems necessary.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Noise contour maps for each of a series of operational alternatives/ scenarios.

Task 7.7 - Land Use and Population Impacts of Alternatives

Description: Estimates of the number of noise-sensitive land uses and resident population exposed to aircraft noise, by five-DNL increments from 55 to 75 DNL, will be developed for each scenario modeled in the previous task, using the Consultant's computerized impact analysis system. To facilitate comparisons among the alternatives, noise level-weighted population counts will be developed for each alternative and scenario. The population within each five-DNL contour range will be factored by average response levels developed from the "Schultz Curve" correlating cumulative noise levels with the proportions of people expected to be highly annoyed by aircraft noise.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Estimates of population exposed to noise for each alternative.

Task 7.8 - Working Paper No. 5, Noise Abatement Alternatives

Description: A working paper will be prepared summarizing the work done under this element. This will involve developing narrative and graphical presentation of the analyses and evaluations, explanation of results, potential costs, and a final list of noise abatement alternatives deserving serious consideration for implementation. This working paper will represent a draft version of Chapter Five of the updated Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates will prepare the working paper and all related graphics and distribute to PAC members and the Sponsor. This working paper will be sent one week prior to the PAC meeting via U.S. priority mail.

Sponsor: Review the working paper.

Product: A working paper covering the items outlined in this element. Up to fifty (50) copies will be printed for distribution to the PAC and the Sponsor.

ELEMENT 8 - LAND USE ALTERNATIVES

Task 8.1 - Land Use Management Issues

Description: The Consultant will identify land use management issues in the study area based on discussions with the airport staff and Planning Advisory Committee, and based on comments raised at public information workshops. An effort will be made to consider all key land use issues in the airport vicinity, including those related to general community development as well as to noise compatibility.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of land use issues for inclusion in subsequent tasks.

Task 8.2 - Land Use Management Technical Conference

Description: Representatives from regional and local planning agencies will be invited to a Land Use Management Technical Conference. Potential land use management alternatives will be discussed to determine their potential suitability in the study area and their feasibility for implementation. Alternatives deserving further consideration and more detailed evaluation will be identified.

Responsibilities:

Consultant: Lead working session with participating groups. Prepare summary minutes of the meeting.

Sponsor: Attend meeting.

Product: A joint understanding among all participants of the potential land use management measures deserving more detailed analysis and consideration. Summary minutes.

Task 8.3 - Screening of Land Use Management Techniques

Description: This task involves the identification and screening of various land use management techniques that could be applied in the airport vicinity. Each measure specifically designated in F.A.R. Part 150 will be screened. Additional measures drawn from use at other airports and based on input from the PAC and the Land Use Technical Conference will also be identified and screened. These techniques may include, but not necessarily be limited to, changes in existing zoning districts, creation of new zoning classifications, modification of other development regulations and building codes, property and easement acquisition, sound insulation, and other mitigation measures. Criteria will be developed to evaluate potential alternatives based on the potential for impact reduction, cost, political acceptability, feasibility of implementation, and legality.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and documentation of land use management alternatives that may be effective in promoting land use compatibility. Documentation of those alternatives that are unlikely to be effective.

Task 8.4 - Preliminary Evaluation of Land Use Management Techniques

Description: The land use management techniques identified in the preceding task will be evaluated using the criteria set forth in that task and based on consultations with local land use planning officials.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and documentation of land use management techniques that can be effective in promoting land use compatibility around the airport.

Task 8.5 - Identification of Preferred Land Use Alternatives

Description: Based on the Consultant's own evaluations and input from local land use agencies provided through the Land Use Technical Conference and one-on-one meetings, a list of land use management techniques deserving further consideration will be defined. These will be defined in relationship to the refined noise abatement alternatives from Element 7.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of land use management alternatives deserving further consideration.

Task 8.6 - Working Paper No. 6, Land Use Alternatives

Description: A working paper summarizing the work done under this element will be prepared. This will include narrative and graphic presentation of the analyses and evaluations conducted, explanation of results, potential costs, and a list of measures deserving further consideration. This working paper will represent a draft version of Chapter Six of the updated Noise Compatibility Program document.

Responsibilities:

- Consultant:** Coffman Associates will prepare the working paper and all related graphics and distribute to PAC members and the Sponsor. This working paper will be sent one week prior to the PAC meeting via U.S. priority mail.
- Sponsor:** Review the working paper.
- Product:** A working paper covering the items outlined in this element. Up to fifty (50) copies will be printed for distribution to the PAC and the Sponsor.

ELEMENT 9 - NOISE COMPATIBILITY PROGRAM

Task 9.1 - Refinement of Noise and Land Use Alternatives

Description: Based on the results of local review of Working Papers 5 and 6, potential noise abatement and land use management alternatives will be refined as necessary. This may involve the preparation of additional noise abatement scenarios or the review of additional land use alternatives. This information will be included in Working Paper 7, a technical appendix, or in an addendum to Working Papers 5 or 6, as appropriate.

Responsibilities:

- Consultant:** Coffman Associates will be responsible for this task.
- Sponsor:** Review.
- Product:** A refined analysis of noise abatement and land use alternatives.

Task 9.2 - Recommended Noise Abatement Element

Description: Based on the results of previous elements and tasks, and subsequent review by the PAC and the general public, recommended noise abatement procedures will be developed. This will involve the organization of the procedures into final scenarios for the current year and 2006 and 2020 forecasts. This information will be coded for input to the Integrated Noise Model (INM).

Responsibilities:

- Consultant:** Coffman Associates will be responsible for this task.
- Sponsor:** Review.

Product: A complete description of recommended noise abatement procedures.

Task 9.3 - Abated Noise Contours

Description: Using the recommended noise abatement procedures from the previous task, the forecasts of aviation activity, and the existing operational procedures for the airport, develop abated noise exposure contours. The noise contours will be developed in five-DNL increments for current conditions and 2006 and 2020 forecast conditions. The contours will be developed using the INM.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Noise exposure contour maps incorporating the final scenario procedures, in five-DNL increments, beginning with the 55 DNL level, for the current year and 2006 and 2020 forecasts.

Task 9.4 - Identification of Residual Impacts

Description: Based upon the recommended noise abatement procedures, the number of noise-sensitive land uses and resident population exposed to noise will be estimated. These are impacts that will remain in spite of all reasonable efforts to abate noise. Population impacts will be measured by the level-weighted population (LWP) methodology and absolute values.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Existing and potential land use and population impacts that remain after implementation of recommended noise abatement procedures.

Task 9.5 - Recommended Land Use Management Element

Description: Based on the results of previous elements and tasks, and the input received from the PAC and the general public, final land use management recommendations will be formulated. They will be coordinated with local land use planning and regulatory agencies to ensure that they are realistic. Recommendations will identify ways to prevent, where possible, the development of new non-compatible land uses within growth risk areas impacted by noise under the final plan.

All options will be studied and recommendations will be made to mitigate any residual noise impacts that cannot be eliminated by noise abatement or by planning and regulation.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Final land use management and noise impact mitigation recommendations.

Task 9.6 - Recommended Program Management Element

Description: Actions needed to administer, monitor, and update the Noise Compatibility Plan will be identified. These will be based on the Consultant's experience and input from the Sponsor and the local coordination process. This will be sufficient to meet F.A.R. Part 150 requirements for Noise Compatibility Programs.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A continuing program for review and update of the Noise Compatibility Program.

Task 9.7 - Implementation Schedule, Strategies, and Documents

Description: Based on input from the Sponsor and the local coordination process, and the Consultant's experience and in-house library of documents and materials, implementation strategies, schedules, and documents (sample avigation easements, subdivision amendments, building code amendments, etc.) will be developed for each of the recommended measures as needed and appropriate.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Recommended implementation strategies, a schedule, and documents to assist implementation.

Task 9.8 - Working Paper No. 7, Noise Compatibility Program

Description: Develop a working paper describing the work prepared under this element. It will include the Consultant's recommendations relating to noise abatement, land use management, and program management. It will also include recommendations for scheduling and implementing the recommendations. This working paper represents the draft version of Chapter Seven of the updated Noise Compatibility Program document.

Responsibilities:

Consultant: Prepare narrative and related graphics for the working paper, and distribute to PAC members.

Sponsor: Review working paper.

Product: A working paper covering the items in Element 8. Fifty (50) copies will be printed for distribution to the PAC and Sponsor.

Task 9.9 - Revised Noise Compatibility Program

Description: Chapter Seven, Noise Compatibility Program will be revised based upon comments from the Planning Advisory Committee, Public Information Workshop, and other comments pertinent to the Part 150 process and resubmitted to the Planning Advisory Committee.

Responsibilities:

Consultant: Prepare revised narrative and related graphics for the Noise Compatibility Program working paper as necessary, and distribute to PAC members.

Sponsor: Review revised Noise Compatibility Program.

Product: A revised Noise Compatibility Program covering the items in Element 9. Fifty (50) copies will be printed for distribution to the PAC and Sponsor.

ELEMENT 10 - PUBLIC COORDINATION AND COMMUNICATION

Task 10.1 - Planning Advisory Committee (PAC) Meetings

Description: The Consultant and Sponsor will meet with the PAC to review working papers, to discuss study findings, and to identify issues deserving further study. Comments received during these meetings will be considered and evaluated and where appropriate additional analysis will be conducted in order to respond to those comments in the revised working papers. Graphic

displays and handout materials will be prepared as needed to facilitate the meetings. Four (4) PAC meetings have been budgeted.

At various points in the study, representatives of different interest groups serving on the PAC may be called together to meet as ad hoc "subcommittees". (These groups may include, for example, citizen and neighborhood representatives, airport users, or local land use planners.) These meetings will be convened when in-depth discussion of issues particularly relevant to those interest groups is needed. These meetings will be held during the trips for the PAC meetings. It is anticipated that meetings with the citizens and neighborhood subcommittee will be held during each PAC meeting trip.

Responsibilities:

Consultant: Distribute meeting notices to PAC. Provide presentations and necessary graphics at the meetings. Prepare summary minutes.

Sponsor: Arrange for meeting room. Coordinate jointly with Consultant.

Product: Four (4) PAC Meetings with summary minutes.

Task 10.2 - Local Coordination Meetings

Description: Meet with and give presentations to the Sponsor or other local groups as directed by the Sponsor. Meetings are expected to involve status reports on the study and presentations of final recommendations. Two (2) local coordination meetings trips have been budgeted during the study. It has been assumed that these meetings would be held on trips other than the planned PAC meetings, Technical Conferences, and public hearing.

Responsibilities:

Consultant: Provide presentations and necessary graphics at the meetings. Prepare summary minutes as appropriate.

Sponsor: Coordinate jointly with Consultant.

Product: Two (2) local coordination meeting trips.

Task 10.3 - Public Information Workshops

Description: The working papers prepared for the Noise Compatibility Study will be presented to the general public at public information workshops. The workshops will be held after the PAC meetings (on the same days). Four workshops have been budgeted.

Notification of the workshops will be accomplished using press releases, newspaper advertising, and direct mailings to interested citizens, neighborhood associations, and other groups in the area that may have an interest in the Noise Compatibility Study.

Responsibilities:

Consultant: Prepare press releases for Sponsor. Prepare mock-ups of newspaper advertisements. Prepare direct mail meeting announcements as directed. Provide facilitation, technical presentations, and related graphics for the meetings. Prepare summary minutes of meetings.

Sponsor: Provide names for mailing list. Review, approve, and send press releases to local media. Approve mock-ups of meeting advertisements. Arrange and pay for placement of ads in local newspapers. Arrange and pay for meeting room. Mail flyers announcing meetings to people on mailing list.

Product: News releases, meeting advertisements, display boards and charts, direct mail flyers, four (4) sets of public information workshops, summary minutes.

Task 10.4 - Public Hearing

Description: One public hearing will be held on the recommended Noise Compatibility Plan to solicit comments from the public. Comments received at the hearing will be included in the final NCP documentation. The format of the hearing will be designed to encourage maximum two-way communication while discouraging a confrontational situation. The format can be selected from a variety of options incorporating the formal hearing with an informal workshop. The budget is based on a one-day hearing held with a public information workshop. (This hearing/workshop is in addition to the workshops provided for in Task 10.3.)

Responsibilities:

Consultant: Provide mock-ups of a legal notice and display advertisement. Mail notices of public hearing to people on Planning Advisory Committees.

Sponsor: Arrange and pay for meeting room. Arrange for hearing officer to moderate hearing. Approve meeting notices and advertisements. Arrange and pay for publication of legal notice twice before the public hearing in a newspaper of general circulation in the area. Arrange and pay for a two-time publication of the display ad. Mail notices of public hearing to those on the public information workshop mailing list. Arrange and pay for preparation of the public hearing transcript.

Product: Public hearing, transcript of hearing.

Task 10.5 - Responses to Public Hearing Comments

Description: Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period on the Noise Compatibility Study.

Responsibilities:

Consultant: Prepare responses to comments. Submit them to Sponsor for review. Distribute responses to commentors, as deemed appropriate by Sponsor.

Sponsor: Review and approve responses to comments.

Product: Responses to comments received at the public hearing will be included in Noise Compatibility Program support documentation.

Task 10.6 - Summary Brochure

Description: Prepare narrative and graphics for a brochure summarizing the updated Noise Compatibility Program. The brochure will summarize the study process, the scope of noise issues, and the recommendations of the Noise Compatibility Program. It will include a summary of past noise abatement efforts at the airport and will explain how noise has changed through the years. The brochure will be printed in full color and will not exceed eight to twelve pages. It will be designed for widespread distribution to the public.

Responsibilities:

Consultant: Design, write, and print a summary report.

Sponsor: Review and distribute.

Product: One thousand (1,000) copies of summary report.

Task 10.7 - Prepare Pilot Guide

Description: A photo-based pilot guide suitable for insertion into a Jeppesen flight manual will be prepared. It will describe key information about the airport and will describe noise abatement procedures and noise-sensitive areas near the airport.

Responsibilities:

Consultant: Design, draft, and print pilot guide.

Sponsor: Review and approve mock-up of pilot guide.

Product: Consultant shall prepare one thousand (1,000) copies of a pilot guide.

ELEMENT 11 - NOISE COMPATIBILITY PROGRAM DOCUMENT

Task 11.1 - Draft Noise Compatibility Program Document

Description: Prepare draft Noise Compatibility Program document for FAA review. This document will include following:

- revisions of working papers 5 through 7 previously distributed for review by the Sponsor and the Planning Advisory Committee;
- preparation of FAA's Noise Exposure Maps Checklist.

Responsibilities:

Consultant: Primary responsibility for task.

Sponsor: Review.

Product: Draft copies of documentation in support of the updated Noise Compatibility Program (NCP) suitable for FAA review. Five (5) copies will be provided.

Task 11.2 - Final Noise Compatibility Program Document

Description: A document will be prepared and printed which includes the final working papers prepared under Elements 7 through 9 (noise and land use alternatives and the noise compatibility plan) and other information required to meet submission requirements for a Noise Compatibility Program (NCP) according to F.A.R. Part 150. The work will include:

- revisions of working papers 5 through 7 previously distributed for review by the Sponsor, FAA, and the Planning Advisory Committees;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the updated Noise Compatibility Program and copies of all written comments received on the study;
- preparation of FAA's Noise Compatibility Program Checklist;
- printing of a final document;

Responsibilities:

Consultant: Make all revisions necessary, and prepare and print updated Noise Compatibility Program Document for distribution by the Sponsor to FAA reviewers and for public record.

Sponsor: Review.

Product: Final copies of the updated Noise Compatibility Program document, suitable for submission by the Sponsor to the FAA. Sixty (60) copies will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NCP (15 copies).

**EXHIBIT C
PROJECT SCHEDULE
For
ADDISON AIRPORT
F.A.R. PART 150
NOISE COMPATIBILITY STUDY UPDATE**

Element	MONTHS													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Initiation	■	◆												
Inventory	■	■	■	■										
Aviation Forecasts	■	■	■	■										
Aviation Noise	■	■	■	■										
Noise Impacts	■	■	■	■	◆	■								
Draft NEM					●									
Final NEM					■	■								
Noise Abate. Alts.					■	■	■	■	■	◆	■			
Land Use Alts.					■	■	■	■	■	■	■			
Draft NCP													◆	■
Final NCP														□

- Legend**
- ◆ Planning Advisory Committee Meeting (4)
 - Public Information Workshop (4)
 - Aviation & Land Use Technical Conferences (1 each)
 - Public Hearing and Information Workshop (1)

ATTACHMENT D
ADDITIONAL SERVICES TO BE PROVIDED BY THE CONSULTANT
TxDOT CSJ No.: 0118ADDSN

If authorized by supplemental Agreement by Agent, Consultant shall furnish or obtain from others additional services of the types listed hereinafter. These services are not included as part of the Basic Services to be Provided by the Consultant. Compensation for additional services will be in addition to compensation for services performed under Section 1 - Scope of Services.

1. Boundary, land, and right-of-way surveys, establishment of monuments; and, related office computations and drafting.
2. Preparation of property or easement descriptions and related drawings.
3. Assistance to the Agent and Sponsor as an expert witness in any litigation with third parties arising from the development or construction of the project.
4. Appearance before regulatory agencies.
5. Preparation of Environmental Impact Assessment Reports and assistance to the Agent in preparing for and attending public hearings.
6. Preparation of site selection studies
7. Additional copies of reports, plans, specifications, and documents above the number specified to be furnished under the Basic Services.
8. Travel and subsistence for the Consultant and Consultant's staff beyond that normally required under the Basic Services, when authorized by the Agent.
9. Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.
10. Preparation of feasibility or rate-making studies.
11. Any other services required for the project, authorized in writing by the Agent, and not otherwise provided for in this Agreement.

ATTACHMENT E
LUMP SUM FEE DISTRIBUTION TO THE CONSULTANT
TxDOT CSJ No. 0118ADDSN

Subject to the limitations of Section 5, and other provisions of this Agreement, the lump sum fee for Basic Services as provided under Section 5 - Payments to the Consultant shall be distributed on the basis of the following percentages of the total lump sum fee for the phases of the Project.

1. Initiation	<u>03.350</u> percent
2. Inventory of Existing Conditions	<u>13.725</u> percent
3. Aviation Forecasts	<u>03.566</u> percent
4. Aviation Noise Analysis	<u>11.172</u> percent
5. Noise Impacts	<u>04.678</u> percent
6. Noise Exposure Map Document	<u>04.494</u> percent
7. Noise Abatement Alternatives	<u>10.066</u> percent
8. Land Use Alternatives	<u>07.678</u> percent
9. Noise Compatibility Program	<u>10.203</u> percent
10. Public Coordination & Communication	<u>26.575</u> percent
11. Noise Compatibility Program Document	<u>04.494</u> percent
<u>Totals</u>	<u>100.000</u> percent

**ATTACHMENT F
SPECIAL PROVISION
CONTRACTOR CONTRACTUAL REQUIREMENTS
TITLE VI ASSURANCES
TxDOT CSJ No.: 0118ADDSN**

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

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

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

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

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

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

(a) withholding of payments to the contractor under the contract until the contractor

complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

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

ATTACHMENT G
DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES
TxDOT CSJ No.: 0118ADDSN

1. Policy. It is the policy of the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

2. DBE Obligations. The contractor will offer DBEs, as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors will make a good faith effort in accordance with 49 CFR Part 26 to meet the contract DBE goal. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this provision shall be physically included in any subcontract.

3. Project DBE Participation Goal and Good Faith Effort. The bidder/proposer shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 0% percent of the dollar value of the prime contract to DBEs. A bidder for this solicitation that qualifies as a DBE, may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. The DBE bidder must report any subcontracts to non-DBEs. The apparent successful competitor will be required to submit information concerning the DBE(s) that will participate in the contract. Eligible DBEs are firms certified as such by the Department in accordance with 49 CFR Part 26. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; and (3) the dollar value of the work of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive. If the Director of Aviation determines that the apparent successful competitor has failed to meet the good faith effort requirements, they will be given an opportunity for reconsideration by the Director of the Construction Division.

4. Counting DBE Participation Toward Meeting the Goals. The Texas Department of Transportation through the Division of Aviation, hereinafter called the "Agent," will count DBE participation toward the goals in accordance with the guidelines outlined below.

a. Once a firm is determined to be an eligible DBE under 49 CFR Part 26, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the

subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. An eligible DBE is defined for this program as one that is currently certified by the Texas Department of Transportation.

b. The Agent and its contractors will count toward the DBE goals a portion of the total dollar value of a contract with a certified DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

c. Only expenditures to the DBE that performs a commercially useful function in the work of a contract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of the work of the contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Agent and its contractors will evaluate the amount of work subcontracted, industry practices, and other relevant factors. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

d. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to the Agent to rebut this presumption.

e. The Agent and its contractors will count toward the DBE goals 60 percent of expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100 percent of such expenditures obtained from a DBE manufacturer.

f. For purposes of this DBE program, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. Brokers, packagers, manufacturers' representatives or persons who arrange or expedite transactions shall not be regarded as manufacturers.

g. For purposes of this DBE program, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established regular business that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment for the product. Brokers, packagers, manufacturers' representatives or other persons who arrange or expedite

transactions shall not be regarded as regular dealers. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an adhoc or contract-by-contract basis.

h. The Agent and its contractors may count toward the DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers provided that the fee or commission is determined by the Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services:

(1) The fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of material and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a regular dealer in the materials and supplies.

(3) The fees or commission charged for providing any bonds or insurance specifically required for the performance of the contract.

5. Conditional Award. If the successful bidder for a federal-aid contract is determined to be acceptable, the Agent will conditionally award the contract. The condition of the award is that within 14 days after the date of the award, the bidder must furnish to the Agent names and addresses of the DBE subcontractors that are intended to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A contractor who does not meet the contract goal, in whole or in part, must submit within the 14 days, documentation showing the steps taken to obtain DBE participation ("Good Faith Effort").

Such documentation is to be submitted directly to the Agent's Grant Administrator. The Agent's Grant Administrator will evaluate the contractor's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the goals or furnish acceptable documentation, the bid bond filed with the bid may become the property of the State, not as a penalty, but as liquidated damages to the Agent.

6. Conditional Acceptance of Proposal. If the successful proposer for a federal-aid professional services contract is determined to be acceptable, the Agent will conditionally accept the proposal. The condition of the acceptance is that prior to the execution of a professional

services contract, the proposer must furnish to the Agent names and addresses of the DBE subcontractors that are intended to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A professional service provider who does not meet the contract goal, in whole or in part, must submit prior to execution of the contract, documentation showing the good faith efforts made to meet the DBE goal.

Such documentation is to be submitted directly to the Aviation Division. TxDOT's Aviation Division will evaluate the professional service provider's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. If the Director of the Aviation Division determines that the professional service provider has failed to meet the good faith effort requirements, the professional service provider will be given an opportunity for reconsideration by the Director of the Construction Division. Should the professional service provider whose proposal has been conditionally accepted refused, neglect or fail to make a good faith effort to meet the goals or furnish acceptable documentation, the Agent may then conditionally accept the proposal of the second selected proposer.

7. Required Reporting of DBE Participation. The contractor shall submit on a monthly basis reports of DBE participation to meet the goal and for race-neutral DBE participation, and submit a final report on the completion of the project. Only actual payments made to DBEs are to be reported. Reports for race-neutral DBE participation on contracts with no DBE goal are required.

8. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the DBE requirements of this contract, the Agent may impose one or more of the following contract sanctions :

- a. cancellation, termination or suspension of the contract, in whole or in part, and/or
- b. withholding of payments to the contractor under the contract until the contractor complies, and/or
- c. other remedies as FAA or the Agent deems appropriate.

**ATTACHMENT H
CHILD SUPPORT STATEMENT
FOR NEGOTIATED CONTRACTS AND GRANTS
TxDOT CSJ No.: 0118ADDSN**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

Jeanette V. Coffman 512-42-8418

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a Agreement to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment Agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601-617 and 651-669).

GSD, 10-95