

# Oklahoma Department of Aerospace and Aeronautics

STATE GRANT APPLICATION

AIRPORT IMPROVEMENT



Oklahoma Department of Aerospace and Aeronautics  
110 N. Robinson Ave., Suite 200  
Oklahoma City, Oklahoma 73102  
Phone: 405-604-6900

TABLE OF CONTENTS

1. PROJECT INFORMATION ..... 1

2. FUNDING ..... 2

3. EXHIBIT A, Airport Layout Drawing or Project Sketch ..... 5

4. EXHIBITS B, B-1, B-2, and B-3 ..... 5

5. EXHIBITS C, C-1, and C-2 ..... 5

6. EXHIBIT D, Airport Zoning Regulations ..... 5

7. EXHIBIT E, Sponsor Deposit Verification ..... 6

8. GRANT ASSURANCES ..... 6

    8.1 TIME LIMITS ..... 6

    8.2 EQUAL RIGHTS ..... 6

    8.3 AUTHORITY AND POWER ..... 8

    8.4 RESERVATION OF POWERS ..... 8

    8.5 ESSENTIAL FACILITIES ..... 8

    8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE ..... 8

    8.7 AIRPORT LAYOUT PLAN ..... 9

    8.8 PROJECT FINANCIAL REPORT REQUIREMENTS ..... 9

    8.9 ACKNOWLEDGMENT ..... 9

    8.10 TERMS AND CONDITIONS ..... 9

    8.11 LIFE OF THE AGREEMENT ..... 13

    8.12 HANGAR CONSTRUCTION PROJECTS ..... 13

    8.13 FUEL SYSTEM CONSTRUCTION PROJECTS ..... 14

9. SIGNATURE BLOCK ..... 15

    EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH ..... 16

    EXHIBIT B PLANS AND SPECIFICATIONS ..... 17

    EXHIBIT B-1 PROGRAM NARRATIVE ..... 18

    EXHIBIT B-2 PROJECT COSTS ..... 19

    EXHIBIT B-3 PROJECT ENGINEERING ..... 20

    EXHIBIT C STATEMENT OF COMPLIANCE ..... 21

    EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT ..... 22

    EXHIBIT C-2 STATUTORY AFFIDAVIT ..... 23

    EXHIBIT D AIRPORT ZONING REGULATIONS ..... 24

    EXHIBIT E SPONSOR DEPOSIT VERIFICATION ..... 25

QUESTIONNAIRE ..... 26

CHECKLIST ..... 28

PROJECT CLOSE-OUT DOCUMENTS ..... 28

    CLOSE OUT REQUIREMENTS ..... 30

    NOTICE OF FINAL INSPECTION ..... 31

    FINAL INSPECTION REPORT ..... 32

    FINAL ACCEPTANCE NOTICE ..... 33

# APPLICATION and AGREEMENT

## AIRPORT IMPROVEMENT GRANT

### OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

110 N. Robinson Ave., Suite 200  
Oklahoma City, OKLAHOMA 73102

State Project #: \_\_\_\_\_

Date: January 6, 2025

#### 1. PROJECT INFORMATION

City of Lawton hereinafter referred to as the (Sponsor) hereby makes application to the Oklahoma Department of Aerospace and Aeronautics (Department) for State Funds for the purpose of aiding in financing a project (hereinafter referred to as Project) for the development of the Airport (hereinafter referred to as Airport) located miles 4 (direction) from the City/Town of Lawton, Comanche County, Oklahoma.

It is proposed that the Project shall consist of the following  
**(brief project description required):**

--

FUNDING	SPONSOR	STATE (DEPARTMENT)	FEDERAL	TOTAL PROJECT COST
SHARES	\$	\$	\$	\$
	( %)	( %)	( %)	( %)

**Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar**

The above identified project is depicted on the Airport Layout Plan or Sketch (Exhibit A) and major project items listed on the Project Costs page (Exhibit B-2).

Revised November 21, 2023

## **2. FUNDING**

### **2.1 Projects funded by State Only Grant**

For state grants, the maximum level of participation for the Department shall not exceed 95 percent (95%) of "Total Eligible Project Cost." The airport sponsor is required to provide a minimum of 5 percent (5%) of the project funding for the airport sponsor matching share.

### **Projects funded by Federal and State Grant**

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide half of the match that is required from the airport sponsor.

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide supplemental state grant funding for project items. The maximum level of participation for the Department in such supplemental funding shall not exceed 95 percent (95%). The airport sponsor is required to provide a minimum of 5 percent (5%) of the supplemental project funding for the airport sponsor matching share.

For non-primary entitlement (NPE) grants or special federal earmarks not identified in the Department's Airport Construction Program, the Department will not provide half the match that is required from the airport sponsor. If NPE grant funds are transferred from other airport sponsors to an airport sponsor for a project identified in the Department's Airport Construction Program, the Department may assist with half of any required match from the receiving airport sponsor so long as it will save the Department state funds.

### **Projects funded by PREP**

For funding directed to the Department as a part of the Preserving Rural Economic Prosperity (PREP) program or other similar state program created by the legislature for specifically identified site locations and infrastructure projects of a non-competitive nature within the Oklahoma Airport System the Department may provide funds at a 100 percent (100%) level.

### **Terminal Building Projects**

For terminal building projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$1,000,000. The airport sponsor is required to provide a dollar-for-dollar airport sponsor matching

share for every dollar the Department provides. Remaining share to complete project could come from any available source.

### **Hangar Construction Projects**

For hangar construction projects, the Department may provide funding via grant or loan.

(A) For state grants the Department's maximum cost-share level of participation shall not exceed forty percent (40%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

(B) For state loans the Department's maximum cost-share level of participation shall not exceed seventy percent (70%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

### **Fuel System Construction Projects**

For fuel system construction projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$300,000. The airport sponsor is required to provide a minimum of 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

- 2.2** The Sponsor shall submit an invoice on a monthly basis to the Department for the Department's share of the project cost as described in Section 2.1. The Department will process payment to the Sponsor for the amount that is justified with required supporting documentation. **The Department will not process any invoices until the Engineering Contract and Amendments, Resident Inspection Contract, and Acceptance Testing Contract (if required) has been submitted. In addition, a Construction Management Program (CMP) is required on all paving construction projects. Department staff reserves the right to request a CMP on other projects. The Department will also not process invoices that do not have the required documentation.** The required documentation consists of the following:

1. ODAA Partial Payment Request Form
2. Copy of the Federal Aviation Administration Invoice Summary (Projects funded by Federal and State Grant)

3. Copies of all vendor invoices.
4. Contractor's Application for Payment (State Form G702 or similarly adapted form)
5. Construction Quantities Report signed by the Engineer-of-record
6. Test invoices for the acceptance tests (8.10.6.3) performed in that period.

**2.3** The Department will process payments until 90% of the actual project cost of the Department's share has been reached. The final 10% will not be released until:

1. The final acceptance test summary report (8.10.6.4) has been submitted to the Department.
2. The testing laboratory has submitted all acceptance test reports if requested by the Department.
3. If required by the specifications, a Percentage within specification limits report (8.10.6.5) with supporting computations has been submitted to the Department.
4. Final acceptance and project close-out documents have been submitted to the Department.
5. Copy of the final signed Federal Aviation Administration Outlay Report and Invoice Summary (Projects funded by Federal and State Grant)
6. FAA Grant Closeout Letter (Projects funded by Federal and State Grant)
7. A satisfactory Financial Report has been completed by the Department.

**2.4** The Sponsor now has on deposit its share of the funding (\$\_\_\_\_\_ ) in a designated account, for use in defraying the costs of the project.

**2.5 Change Orders**

As described in Oklahoma Administrative Code §25:15-1-4(h) and 25:15-1-4(g) the B-2 form lists line-item project costs that cannot be exceeded. During the course of the construction of a project, change orders and/or supplemental agreements may be necessary to increase or decrease bid or line-item amounts and quantities due to unknown or unforeseen circumstances. A change order and/or supplemental agreement shall be sent to the Department along with a request to amend the approved grant's B-2 line-item or bid item.

1. For change orders and/or supplemental agreements that will not increase the Department's overall share for the project the Director may approve such an amendment to the grant application. Change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the

reasons for the change order and/or supplemental agreement with such information as the Commission may require.

2. For change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project not to exceed Ten Thousand Dollars (\$10,000) the Director may approve such an amendment to the grant application. Such change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
3. Change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project in excess of Ten Thousand Dollars (\$10,000) must be presented to and approved by the Commission before such an amendment can be made to the grant application.

**3. EXHIBIT A, Airport Layout Drawing or Project Sketch**

An Airport Layout Drawing (ALD) or sketch showing the area and location of proposed construction or rehabilitation work must be provided by the Sponsor with a construction grant application.

**4. EXHIBITS B, B-1, B-2, and B-3**

Exhibits are to be filled out by the Sponsor and the Sponsor's Engineer. Exhibits B and B-1 have no specific format. Blank forms for Exhibits B-2 and B-3 are attached. All line items on the Exhibit B-2 are considered to be figures **not to be exceeded**. Any amount expended in excess of each line item will not be considered for payment without a change order or a supplemental agreement approved by the Department. A copy of the bid tabulation signed by the Engineer-of-record must accompany the grant application.

**5. EXHIBITS C, C-1, and C-2**

Exhibits are to be filled out by the Sponsor or the Sponsor's Engineer. Forms C, C-1, and C-2 are attached.

**6. EXHIBIT D, Airport Zoning Regulations**

As required by 3 O.S. § 103 each airport shall have airport zoning regulations adopted and enacted in order to regulate and restrict the height of structures or trees and land uses within the airport hazard areas. These airport zoning regulations must be adopted and enacted prior to funding. If the Sponsor has not adopted airport zoning regulations, it shall be part of the next state funded project.

**7. EXHIBIT E, Sponsor Deposit Verification**

The Sponsor is required to furnish verification to the Department that the Sponsor's funding share has been deposited in a designated account for use in defraying the costs of the project.

**8. GRANT ASSURANCES**

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Department the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

**8.1 TIME LIMITS**

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

**8.2 EQUAL RIGHTS**

**8.2.1** The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

**8.2.2** The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

**8.2.3** In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

**8.2.3.1** That 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 render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor to:

**8.2.3.1.1** furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

**8.2.3.1.2** furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

**8.2.3.1.3** charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

**8.2.3.2** That it will not exercise or grant any right or privilege which would operate 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 and repair) that it may choose to perform.

**8.2.3.3** That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in subparagraph 8.2.3 of the Equal Rights Section.

**8.2.3.4** Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

**8.2.4** Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

**8.3 AUTHORITY AND POWER**

The Sponsor certifies it has the legal authority and power to:

**8.3.1** do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

**8.3.2** receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

**8.3.3** carry out all the provisions of this Application and Agreement.

**8.4 RESERVATION OF POWERS**

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

**8.5 ESSENTIAL FACILITIES**

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

**8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE**

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

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 Department determines may be useful.

#### **8.7 AIRPORT LAYOUT PLAN**

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures (such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular 150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Department and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

#### **8.8 PROJECT FINANCIAL REPORT REQUIREMENTS**

The Department shall prepare a financial report of income and expenditures of **all project funds (Federal, Department, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Department.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

#### **8.9 ACKNOWLEDGMENT**

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

#### **8.10 TERMS AND CONDITIONS**

Upon execution by the Sponsor and the Department, the offer and acceptance of this grant shall constitute a grant agreement between the Department and the Sponsor. The Department and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Department and the Federal Aviation Administration (FAA) representatives will have access to the

job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants or loans by the Department shall be subject to the following terms and conditions:

**8.10.1** The period of the grant or loan agreement shall be twenty (20) years from the date of the Sponsor's acceptance and/or the life of the improvements contemplated under the grant or loan application, whichever is longer.

**8.10.2** The airport and/or visual navigational aids shall remain under the Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

**8.10.3** The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Department. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Department.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

**8.10.4** Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

**8.10.5** The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project 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 application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

**8.10.6** The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Department. The Sponsor shall ensure that the following is provided to the Department:

1. On all paving construction projects, the sponsor shall furnish a Construction Management Program (CMP) to the Department prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the specifications. Department staff reserves the right to request a CMP on other projects. The CMP shall include as a minimum:
  - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.
  - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  - d. Qualifications of engineering, supervision, and construction inspection personnel.
  - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Department.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance testing laboratory provides a copy of all acceptance tests as and when

the results become available.

4. Summary Report: Upon completion of the project, the Sponsor shall provide the Department a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Department.
5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in accordance with section 110, AC 150/5370-10 (most current version) with the summary report.
6. The Department, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

**8.10.7** The Sponsor, if requested by the Department, shall submit to the Department annual statements of airport or air navigation facility revenues and expenses.

**8.10.8** The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: "The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the 'Airport Fund', which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act."

**8.10.9** All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Department) and all subsequent modifications thereto, shall be filed with the Department.

**8.10.10** The Sponsor shall comply with the "Public Competitive Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et

seq.), which relates to the execution of certain public agency contracts, etc.

**8.10.11** After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.

**8.10.12** When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

**8.10.13** The Department shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

**8.10.14** It being further understood and agreed that should the Sponsor fail to do those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Department. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Department and request from the Department a written time extension and/or deviation.

## **8.11 LIFE OF THE AGREEMENT**

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Department, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

## **8.12 HANGAR CONSTRUCTION PROJECTS**

**8.12.1** The Sponsor will ensure any hangars built using Department funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

**8.12.2** The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

**8.12.3** The Sponsor agrees that any hangar built using Department funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

**8.12.4** The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Department funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

**8.13 FUEL SYSTEM CONSTRUCTION PROJECTS**

The airport sponsor understands that fuel systems funded by the Department must be operated by the public airport sponsor and not a third party entity or contractor.



**9. SIGNATURE BLOCK**

IN WITNESS WHEREOF, the Sponsor has caused this APPLICATION AND ASSURANCES to be duly executed in its name, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SPONSOR'S ACCEPTANCE:  
(Mayor, City Manager or other designated official)

TRUST, IF REQUIRED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/Town, State, Zip

\_\_\_\_\_  
City/Town, State, Zip

**NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR. IF THE DAY TO DAY ADMINISTRATION OF THE AIRPORT IS PERFORMED BY A TRUST, THE CHAIRMAN OF THE TRUST MUST ALSO SIGN THE APPLICATION.**

**DO NOT WRITE BELOW THIS LINE**

The work and expenditure of funds in the amount of \$\_\_\_\_\_ were approved in a regular, convened meeting of the Oklahoma Department of Aerospace and Aeronautics on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. By its approval, the Commission

authorized the Director to execute this agreement.

---

Executive Director  
Oklahoma Department of Aerospace and Aeronautics

**EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH**

**EXHIBIT B PLANS AND SPECIFICATIONS**

**EXHIBIT B-1 PROGRAM NARRATIVE**

**EXHIBIT B-2 PROJECT COSTS**

AIRPORT: \_\_\_\_\_

PROJECT #: \_\_\_\_\_

CITY: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising			
(b) Engineering			
(c) Construction Admin/Grant Admin			
(d) Testing			
(e) Inspection			
(f) Other: Independent Fee Estimate			
(g) Other:			
(h) Other:			
(i) Construction ( <b>attach bid tabs</b> )			
(j) Base Bid			
(k) Alternate 1 Bid			
(l) Alternate 2 Bid			
(m) Alternate 3 Bid			
(n) Alternate 4 Bid			
(o) Other:			
(p) <b>TOTAL ELIGIBLE PROJECT COST</b>			
(q) Ineligible Costs:			
<b>Sponsor Share</b>	<b>State Share:</b>	<b>Federal Share:</b>	<b>Total Project Cost:</b>
\$	\$	\$	\$
( %)**	( %)	( %)	

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%

Note: The Department will only participate in costs identified in the contracts

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

**EXHIBIT B-3 PROJECT ENGINEERING**

(Project Engineer to provide the following information)

Here are the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, supervise the work, make final inspection and final contract estimates for:

\_\_\_\_\_  
(Name of Airport and Project)

An outline of the work to be performed is as follows:

For Federal Aviation Administration (FAA) funded projects the work will be accomplished in accordance with the FAA Standards for Specifying Construction of Airports (current edition). The work may be accomplished in accordance with the Oklahoma Department of Transportation Standard Specifications (current edition), with prior written approval by FAA.

The engineering fees will not exceed \$\_\_\_\_\_.

\_\_\_\_\_  
Name of Engineering Firm

\_\_\_\_\_  
Signature of Engineer

**EXHIBIT C STATEMENT OF COMPLIANCE**

The Sponsor is in compliance with all terms and conditions of any agreement with the State of Oklahoma related to the development, operation or maintenance of an airport owned by the Sponsor.

\_\_\_\_\_  
Signature (Mayor, City Manager or designated Official)

\_\_\_\_\_  
Signature (Mayor, City Manager or designated Official)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsor's Federal Identification Number

\_\_\_\_\_  
Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

**EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT**

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the Oklahoma Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

\_\_\_\_\_  
Signature (Mayor, City Manager or designated Official)

\_\_\_\_\_  
Signature (Mayor, City Manager or designated Official)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsor's Federal Identification Number

\_\_\_\_\_  
Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.



**EXHIBIT C-2 STATUTORY AFFIDAVIT**

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_.

AFFIDAVIT

\_\_\_\_\_ and \_\_\_\_\_  
(Type name) (Type name)

of lawful age, and having been first duly sworn, on oath, states:

1. That (s)he/they is/are the agent authorized by the Sponsor to submit the attached Grant Application to the State of Oklahoma.
2. That the Sponsor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the grant.
3. That no person who has been involved in any manner in the development of this grant while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
4. That, to the best of his/her/their knowledge and belief, the Sponsor has not previously submitted a grant request to the Oklahoma Department of Aerospace and Aeronautics or any other agency of the State of Oklahoma which would result in a substantial duplication of the project proposed in the Grant Application and Assurances.

\_\_\_\_\_  
Affiant (Signature of Mayor, City Manager  
or designated Official)

\_\_\_\_\_  
Affiant (Signature of Trust, if required)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seal

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

NOTE: To be signed by the same person(s) that signs Application and Assurances.

**EXHIBIT D AIRPORT ZONING REGULATIONS**

**Indicate if the city has adopted Airport Zoning Regulations, date it was adopted and if a copy is on file with the Oklahoma Department of Aerospace and Aeronautics.**

**EXHIBIT E    SPONSOR DEPOSIT VERIFICATION**  
PLEASE READ CAREFULLY

SPONSOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
AIRPORT NAME: \_\_\_\_\_ STATE PROJECT #: \_\_\_\_\_

This form provides verification to the Oklahoma Department of Aerospace and Aeronautics that the Sponsor's share has been deposited in a designated account, however it does not have to be a designated airport-only account. The funds will be for use in defraying the costs of the project.

This form must be completed and submitted as part of the grant application to the Oklahoma Department of Aerospace and Aeronautics.

\_\_\_\_\_ Account Number  
\_\_\_\_\_ Type of Account

\_\_\_\_\_ Financial Institution (Please print)  
\_\_\_\_\_ Bank Representative (Please print)  
\_\_\_\_\_ Title of Representative (Please print)  
\_\_\_\_\_ Signature of Representative  
\_\_\_\_\_ Address  
\_\_\_\_\_ Phone

\_\_\_\_\_ Name of Sponsor (Please print)  
\_\_\_\_\_ Sponsor Official (Please print)  
\_\_\_\_\_ Title of Official (Please print)  
\_\_\_\_\_ Signature of Official  
\_\_\_\_\_ Address  
\_\_\_\_\_ Phone

**QUESTIONNAIRE**

(PLEASE TYPE OR PRINT ANSWERS)

1. City \_\_\_\_\_ Airport \_\_\_\_\_

2. Official point of contact for the Sponsor:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Official Position \_\_\_\_\_

Email \_\_\_\_\_

3. Sponsor contact that can verify payment information:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Official Position \_\_\_\_\_

Email \_\_\_\_\_

4. State payments should be made to: \_\_\_\_\_

5. Method of performance: Contract and/or Force Account \_\_\_\_\_

6. Number of aircraft based at the airport \_\_\_\_\_

7. Is the Airport operated by a Trust Authority? If yes, provide the name of the Trust Authority and a copy of the Trust Agreement.

\_\_\_\_\_

8. Is there a Fixed Base Operator(s) on the Airport? If yes:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

9. Will financial assistance from a Federal source be required? Yes \_\_\_\_ No \_\_\_\_

10. Name of your State \_\_\_\_\_

Senator:

11. Name of your State Representative: \_\_\_\_\_

### CHECKLIST

When completed, this Checklist becomes a part of the Grant Application and Agreement.

Answer **yes** or **no** on the appropriate lines. Sign the document.

1. Is the Application properly signed and dated \_\_\_\_\_
2. Is Exhibit A attached \_\_\_\_\_
3. Are Exhibits B and B-1 attached \_\_\_\_\_
4. Are Exhibits B-2 and B-3 attached \_\_\_\_\_
5. Are Exhibits C, C-1, and C-2 attached \_\_\_\_\_
6. Is Exhibit D attached \_\_\_\_\_
7. Is Exhibit E attached \_\_\_\_\_
8. Have all questions been answered on the Questionnaire \_\_\_\_\_
9. Are yearly funds allocated for airport maintenance \_\_\_\_\_
10. Have you furnished the names of your Senator and Representative \_\_\_\_\_
11. Has any work been started on this project \_\_\_\_\_
12. If the answer to any of the above questions (except #11) is no, explain below or on an attached sheet of paper.

Checklist completed by:

Name \_\_\_\_\_

Position \_\_\_\_\_

Telephone Number \_\_\_\_\_

### PROJECT CLOSE-OUT DOCUMENTS

**Close-out documents are to be retained by the Sponsor  
until the project is completed.**

## **CLOSE OUT REQUIREMENTS**

At the completion of a construction project, the following documentation must be provided to the Department before the balance of grant funds (ten percent of the approved grant total) can be released by the Department:

1. **Final Inspection Forms**

Once a construction project is completed, a final inspection and acceptance of the project are required. The Department must be made aware of the time and place of the final inspection, in writing. Two weeks' notice is preferred. One of the Department's staff must be in attendance. The following three forms are to be submitted to the Department for the final inspection/final acceptance process.

- a. Notice of Final Inspection
- b. Final Inspection Report
- C. Project Acceptance

2. **Project Financial Report**

A financial report of the project must be prepared by the Department before the balance of funds can be considered for release by the Department. For more information, see the "Project Financial Report Requirements" in section 8.8 of the grant application.

3. **Updated Airport Layout Plan**

If an update to the Airport Layout Plan (ALP) is identified in Exhibit B-2 of the grant agreement, a copy of the preliminary updated ALP, that is submitted to the FAA for approval, must be received by the Department.

4. **Material Test Results**

Prior to final acceptance of the project, documentation of materials and construction quality acceptance tests required by project plans and specifications will be provided to the Department by the Sponsor or the Sponsor's Engineer.



**NOTICE OF FINAL INSPECTION**

Date: \_\_\_\_\_

Project Number: \_\_\_\_\_

Airport: \_\_\_\_\_

TO: Oklahoma Department of Aerospace & Aeronautics  
110 N. Robinson Ave., Suite 200  
Oklahoma City OK 73102  
(405) 604-6900 – phone  
(405) 604-6919 – fax

FROM: \_\_\_\_\_  
Project Engineer, Mayor, City Manager  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City/Town and Zip Code  
\_\_\_\_\_  
Area Code and Phone Number

This is to advise you that the above referenced project is complete and ready for final inspection.

The final inspection is scheduled to begin at: \_\_\_\_\_  
(Time)

On: \_\_\_\_\_ at: \_\_\_\_\_  
(Date) (Location)

Prior to making this request, I have carefully gone over this project and have found there to be no known plan omissions and that the work is complete and in reasonably close conformity with approved plans and specifications.

\_\_\_\_\_  
Signature of above named person

\_\_\_\_\_  
Title of above named person

## FINAL INSPECTION REPORT

Date: \_\_\_\_\_ Project No: \_\_\_\_\_ Airport: \_\_\_\_\_

TO: Oklahoma Department of Aerospace & Aeronautics  
 110 N. Robinson Ave., Suite 200  
 Oklahoma City OK 73102  
 (405) 604-6900 – phone  
 (405) 604-6919 – fax

FROM: \_\_\_\_\_  
 Project Engineer, Mayor, City Manager

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City/Town and Zip Code

\_\_\_\_\_  
 Area Code and Phone Number

Final inspection on the above project was made by \_\_\_\_\_  
 (Project Engineer, Mayor, City Manager)

On: \_\_\_\_\_ at: \_\_\_\_\_  
 (Date) (Location)

Personnel attending inspection:

name-title-organization	name-title-organization

The project was found acceptable with the following exceptions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Anticipated completion date for above exceptions: \_\_\_\_\_.

\_\_\_\_\_  
 Signature of above named person Title of above named person

**FINAL ACCEPTANCE NOTICE**

Date: \_\_\_\_\_

Project Number: \_\_\_\_\_

Airport: \_\_\_\_\_

TO: Oklahoma Department of Aerospace & Aeronautics  
110 N. Robinson Ave., Suite 200  
Oklahoma City OK 73102  
(405) 604-6900 – phone  
(405) 604-6919 – fax

FROM: \_\_\_\_\_  
Project Engineer, Mayor, City Manager  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City/Town and Zip Code  
\_\_\_\_\_  
Area Code and Phone Number

This is to advise you that the exceptions found at the final inspection have been completed or corrected. The project is accepted by:

\_\_\_\_\_  
Signature of Sponsor

\_\_\_\_\_  
Title of above named person

\_\_\_\_\_  
Signature of Engineer of record

\_\_\_\_\_  
Title of above named person

On: \_\_\_\_\_  
(Date)

at: \_\_\_\_\_  
(Location)

NOTE: If no exceptions are found at the Final Inspection, submit this form at the same time the Final Inspection is completed, showing acceptance of the Project.

END