

STATE OF LOUISIANA  
**DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. H.015679  
A.I.P. NO. 3-22-0018-027-2023  
RUNWAY 18-36 REHABILITATION – PHASE III (CONSTRUCTION)  
HAMMOND NORTHSORE REGIONAL AIRPORT  
TANGIPAHOA PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the **City of Hammond**, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the **Hammond Northshore Regional Airport**, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the **Hammond Northshore Regional Airport** as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the **2023-2024 (45 GA) and 2022-2023 (22GA)** Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

## ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of Runway 18-36 Rehabilitation – Phase III (Construction).

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

## ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

## ARTICLE III – CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

## ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of the Federal Aviation Administration (hereinafter referred to as FAA), DOTD or the Sponsor, the cost of this project will be shared between FAA and DOTD, with DOTD contributing an amount not to exceed **\$533,740.00**. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified in accordance with R.S. 2:806.A, 2:807.B and 2:810. **All such overages may not be approved until after the project is complete and at the end of the State’s fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the

appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

#### ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party to the contract between the Sponsor and its consultant/contractor.

## ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

## ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

## ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

## ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to

complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.
2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

#### ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures, and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

## ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

## ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR  
CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, \_\_\_\_\_, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$ \_\_\_\_\_ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed. Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and

FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

#### ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney’s fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

#### ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.



2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via amendment to this agreement, executed by both parties.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF HAMMOND

\_\_\_\_\_  
(Witness for First Party)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness for First Party)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

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

**WITNESSES:**

\_\_\_\_\_  
(Witness for Second Party)

\_\_\_\_\_  
(Witness for Second Party)

**STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

By: \_\_\_\_\_  
**Secretary**

RECOMMENDED FOR APPROVAL

BY: \_\_\_\_\_  
Deputy Commissioner

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Aviation Section

BY: \_\_\_\_\_  
Aviation Section

**SPONSOR'S CERTIFICATION OF AIRPORT IMPROVEMENT PROJECT**  
**SPONSOR CERTIFICATION #1 – Consultant Selection and Engineering**

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

Sponsor's Name: \_\_\_\_\_

State Project Number: \_\_\_\_\_ AIP Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

The following list of certified items includes major requirements for selection of consultants and evaluation of their fees. Every certified item must be marked. Each certified item with a "No" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item **N/A**.

**CONSULTANT SELECTION:**

1. Advertisements for Consultants were placed in the Sponsor's Journal of Record (i.e. local newspaper), the Baton Rouge Advocate and the Daily Journal of Commerce.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

2. An independent cost analysis was performed and the record of negotiations reflecting the considerations involved in the establishment of fees as well as a copy of the results has been maintained on file.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

3. If consultant services are to be performed by sponsor force account, prior approval was obtained.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

**ENGINEERING SERVICE AGREEMENT / FEES:**

1. The Engineering Services Agreement clearly established the scope of work and delineates the division of responsibilities of all parties engaged in carrying out elements of the project. (The Engineering Fees must include a detailed scope, and a detailed man-hour estimate. It must also show LADOTD approved rates, overhead and profit that were used in their calculation.)

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

2. Costs associated with work ineligible for DOTD funding are clearly identified and separated from eligible items.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

3. All mandatory contract provisions for contracts have been included in the Engineering Services Agreement in accordance with all applicable Louisiana Laws & Statutes.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

4. If the services being procured cover more than the project referenced in this certification, the scope of work was specifically described in the advertisement, and future work will not be initiated beyond five years.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

5. The plans and specifications were developed in accordance with all applicable Federal and/or LADOTD standards and requirements, and no deviation from or modification to standards set forth in the FAA Advisory Circulars or LADOTD Standards was necessary, other than those previously approved by the FAA.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

6. Development which is ineligible for Federal AIP and/or State funding, but will be sole responsibility of the Sponsor, has been clearly noted on the plans and specifications, and is shown as an additive alternate on the bid documents.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

7. Process control and acceptance tests required for the project by standards contained in LADOTD's Standard Specifications are included in the project specifications.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

8. The plans and specifications incorporate applicable requirements and recommendations set forth in the Federal approved environmental finding.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

9. For construction activities within or near aircraft operational areas, the requirements contained in the FAA Advisory Circular 150/5370-2 (Operational Safety on Airports during Construction) have been incorporated into the specifications and a safety/phasing plan has been prepared.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

10. The project will be physically completed without State participation in costs due to errors or omissions in the plans and specifications which were reasonably foreseeable at the time of project design.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

11. Specifications for the procurement of equipment are not proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

12. The development included in the plans is depicted on an airport layout plan approved by FAA.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

**CERTIFICATION:**

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

Furthermore, I understand that DOTD does not provide certification to any document nor work performed, and is not responsible for same in accordance with the Project Responsibility article of the Sponsor State Agreement identified with this project, and that it is solely the responsibility of the Sponsor to certify to the appropriate development, completion and authenticity of all work and documents required of the Sponsor by this agreement in accordance with the Certification and Compliance article of the Sponsor State Agreement identified with this project.

Signed: \_\_\_\_\_  
Sponsor's Authorized Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title of Sponsor's Representative

Dated: \_\_\_\_\_

**SPONSOR'S CERTIFICATION OF AIRPORT IMPROVEMENT PROJECT**  
**SPONSOR CERTIFICATION #2 – Real Property Acquisition**

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

Sponsor's Name: \_\_\_\_\_

State Project Number: \_\_\_\_\_ AIP Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

The following list of certified items that include major requirements for real property acquisition. Every certified item must be marked. Each certified item with a "No" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item **N/A**. You also need to scratch out (is) or (will be) depending on whether the property has been purchased or is still to be purchased.

**REAL PROPERTY ACQUISITION:**

1. Good and sufficient title is held on the property in the project; and the Sponsor's attorney or other official has on file, and has submitted to DOTD, title evidence on the property.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

2. If defects and/or encumbrances exist in the title which adversely impact the sponsor's intended use of property in the project, they have been extinguished, modified, or subordinated.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

3. If property for airport development is leased, the term is for a minimum 20 years and the lessor is a public agency and the lease contains no provisions which prevent full compliance with the grant agreement.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

4. Property in the project is in conformance with the current property map and the property map is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

5. For any acquisition of property interest in noise sensitive approach zones, comparable land use zones and related areas, property interest was obtained to ensure land is used for purposes compatible with noise levels associated with operation of an airport.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

6. For any acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest was obtained for the right of flight and right of ingress and egress to remove obstructions. Interest was obtained for the right to restrict the establishment of future obstructions.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

7. Appraisals include valuation data to estimate the current market value for the property interest acquired on each parcel and were prepared by qualified real estate appraisers hired by the sponsor and an opportunity was provided the property owner or representative to accompany appraisers during inspections.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

8. Each appraisal has been reviewed by a State Certified Appraiser to recommend an amount for the offer of just compensation and the written appraisals and review appraisal are available to LADOTD for review.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

9. A written offer to acquire each parcel was presented to the property owner for not less than the approved amount of just compensation.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

10. Effort was made to acquire each property through negotiation with no coercive action to induce agreement and if negotiation was successful, project files contain supporting documents for settlements.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

11. If a negotiated settlement is not reached, condemnation was initiated and a court deposit not less than the just compensation was made prior to possession of the property and project files contain supporting documents for awards.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program was established, displaced persons received general information on the relocation program in writing, notice of relocation eligibility, and a 90-day notice to vacate.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_



13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses (were) (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

**CERTIFICATION:**

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

Furthermore, I understand that DOTD does not provide certification to any document nor work performed, and is not responsible for same in accordance with the Project Responsibility article of the Sponsor State Agreement identified with this project, and that it is solely the responsibility of the Sponsor to certify to the appropriate development, completion and authenticity of all work and documents required of the Sponsor by this agreement in accordance with the Certification and Compliance article of the Sponsor State Agreement identified with this project.

Signed: \_\_\_\_\_  
Sponsor's Authorized Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title of Sponsor's Representative

Dated: \_\_\_\_\_

**SPONSOR'S CERTIFICATION OF AIRPORT IMPROVEMENT PROJECT**  
**SPONSOR CERTIFICATION #3 – Construction / Equipment and Final Acceptance**

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

Sponsor's Name: \_\_\_\_\_

State Project Number: \_\_\_\_\_ AIP Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

The following list of certified items includes major requirements for construction / equipment contracts and project final acceptance. Every certified item must be marked. Each certified item with a "No" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item **N/A**.

Standards for advertising and awarding equipment and construction contracts within State grant programs are described in 49 CFR 18.36. Sponsors may use their local procurement procedures provided no State and Federal laws or regulations are broken.

**CONSTRUCTION / EQUIPMENT:**

1. A code or standard of conduct is in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

2. Qualified personnel are engaged to perform contract administration, engineering supervision and construction inspection and testing.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

3. The project was publicly advertised using the competitive sealed bid method of procurement.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

4. The request for bids clearly and accurately describes contract requirements to include all administrative, equipment, and/or services to be provided.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

5. Concurrence was obtained from the FAA in writing, prior to contract award and especially when any of the following circumstances existed:
- a. Only one qualified person/firm submits a responsive bid,
  - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder, and
  - d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

6. All contracts require a bid guarantee of 5 percent, a retainage or retainage bond as required by state bid laws, a performance bond of 100 percent, and a payment bond of 100 percent.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

7. All Contracts contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

8. All construction contracts involving labor contain provisions insuring that in the employment of labor honorably discharged Vietnam era veterans and disabled veterans will be given preference.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

9. All construction contracts follow all Local and State Laws, as appropriate.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

10. Appropriate checks have been made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business under DOTD's Unqualified List.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

**FINAL ACCEPTANCE:**

The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the City State Agreement and contract documents.

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

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

3. Complaints regarding the mandated State and Federal provisions set forth in the contract documents have been submitted to LADOTD Aviation.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

4. All tests specified in the plans and specifications were performed and the test results documented.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

5. For any test results outside allowable tolerances, appropriate corrective actions were taken, and the results were approved in writing by the FAA.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

6. Payments to the contractor were made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer, and if appropriate, pay reduction factors required by the specifications were applied in computing final payments and a summary of pay reductions has been submitted to LADOTD Aviation.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

8. A final project inspection was conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection (and LADOTD was notified prior to the final inspection of the inspection date and time).

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

9. All corrective actions required as a result of the final inspection have been completed to the satisfaction of the sponsor.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

10. The as-built plans and specifications with final quantities, an equipment inventory if applicable, have been submitted to LADOTD Aviation on a CAD CD, and an updated Airport Layout Plan if applicable, has been submitted.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

11. All remaining applicable close-out documents and Sponsor's letter of acceptance are attached along with the final pay request and the contractor's final invoice, clear lien certificate, etc, as required in the Final Inspection, Acceptance & Reimbursement article of the Sponsor State Agreement identified with this project.

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

**CERTIFICATION:**

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

Furthermore, I understand that DOTD does not provide certification to any document nor work performed, and is not responsible for same in accordance with the Project Responsibility article of the Sponsor State Agreement identified with this project, and that it is solely the responsibility of the Sponsor to certify to the appropriate development, completion and authenticity of all work and documents required of the Sponsor by this agreement in accordance with the Certification and Compliance article of the Sponsor State Agreement identified with this project.

Signed: \_\_\_\_\_  
Sponsor's Authorized Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title of Sponsor's Representative

Dated: \_\_\_\_\_