DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

GRANT AGREEMENT

Part I - Offer

Date of Offer  JUN 27 1994
Santa Monica Municipal Airport/Planning Area
Project No. 3-06-0239-06
Contract No. DTFA08-94-C-20857

TO: City of Santa Monica, California
(herin called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation
Administration, herein called "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 2,
1994, for a grant of Federal funds for a project at or associated with Santa Monica
Municipal Airport/Planning Area which Project Application, as approved by the FAA,
is hereby incorporated herein and made a part hereof; and

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

Pave infield areas; Install runway distance remaining signs and
 guidance signs and flush mounted taxiway lights; Seal and mark north
 and south parallel taxiways and parking aprons; Construct maintenance
 run-up enclosure; refurbish airport beacon; realign west perimeter
 road; Construct blast walls -Phase 2; Install perimeter fence
 including gates.

all as more particularly described in the Project Application.
NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act", and/or the Aviation Safety and Noise Abatement of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the presentations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 percentum.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be $1,604,700.00. For the purpose of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

   $0   for planning
   $1,604,700.00 for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of the allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The Sponsor shall carry out and complete the project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 30, 1994, or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, to the Secretary. It shall furnish to the Secretary, upon request,
all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

9. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of Engineer's estimate; and the parties hereby Covenant and agree that within 160 calendar days from the date of acceptance of this Grant Offer the Sponsor shall furnish final plans and specifications to the Federal Aviation Administration (FAA) and that no construction work will commence hereunder nor will there be any advertisement for bids for accomplishment of such work until the said final plans and specifications have been approved by the FAA; and the parties do hereby Covenant and agree that any reference made in this Grant Offer or in the aforesaid Project Application to plans and specifications shall be considered as having reference to said final plans and specifications as so approved.

10. Buy American Requirement. Unless otherwise approved by the FAA, it 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 projects 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.

11. The Sponsor agrees to perform the following:

11.1. Furnish a construction management program to FAA prior to 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 Federal specifications. The program shall include as a minimum:

11.1.a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

11.1.b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with the description of the services provided.

11.1.c. Procedures for determining that testing laboratories to meet the requirements of the applicable American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

11.1.d. Qualifications of engineering supervision and construction inspection personnel.

11.1.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.
11.1.f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.

11.2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests performed, highlighting those tests that failed or did not meet the applicable standard. The report shall 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 FAA.

11.3. Failure to provide a complete report as described in paragraph 12.2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reductions shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

11.4. The FAA, 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.

12. The attached new Part V Assurances are hereby incorporated hereto, and hereby substituted in lieu of those in the Sponsor’s Project Application, and made a part hereof.
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN-PACIFIC REGION
By: 
John P. Milligan, Supervisor
Standards Section

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 29th day of June, 1994.

City of Santa Monica, California
Name of Sponsor
(Seal)
By: 
John Falic
Sponsor's Designated Official
Representative
Title: City Manager

Attest: 
Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Marsha J. Moutrie, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Santa Monica, CA this 29th day of June, 1994.

Signature of Sponsor's Attorney
APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION:
   - [ ] Application
   - [X] Preapplication
   - [ ] Construction
   - [ ] Non-Construction

2. DATE SUBMITTED
   6/15/93

3. DATE RECEIVED BY STATE
   State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY
   Federal Identifier: AIP 3-06-0239-06

5. APPLICANT INFORMATION

   Legal Name: City of Santa Monica
   Address (give city, county, state, and zip code): 3223 Donald Douglas Loop South, Santa Monica, CA 90405-3279 (Los Angeles County)

   Name and telephone number of the person to be contacted on matters involving this application (give area code): Timothy A. Walsh (310) 458-8591

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
   95-60000790

7. TYPE OF APPLICATION:
   - [ ] New
   - [ ] Continuation
   - [ ] Revision
   If Revision, enter appropriate letter(s) in box(es):
     - A. Increase Award
     - B. Decrease Award
     - C. Increase Duration
     - D. Decrease Duration
     - Other (specify):

8. ORGANIZATIONAL UNIT:
   Santa Monica Municipal Airport

9. NAME OF FEDERAL AGENCY:
   Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
    2 0 1 0 6

11. TITLE:

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
    City of Santa Monica and Los Angeles County, California

13. PROPOSED PROJECT:

   Start Date: July 1994
   Ending Date: Sept. 1995
   a. Applicant: 28th
   b. Project: 28th

14. CONGRESSIONAL DISTRICTS OF:
   a. Applicant
   b. Project

15. ESTIMATED FUNDING:

   a. Federal: $1,604,700.00
   b. Applicant: $178,300.00
   c. State: $0.00
   d. Local: $0.00
   e. Other: $0.00
   f. Program income: $0.00
   g. TOTAL: $1,783,000.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
   a. YES This preapplication/application was made available to the state executive order 12372 process for review on:
      DATE: 6/15/93
   b. NO. [ ] Program is not covered by E.O. 12372
      [ ] Program has not been selected by state for review

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
   - [X] No
      - [ ] Yes * If "Yes," attach an explanation.

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DUTY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

   a. Typed Name of Authorized Representative: John Jalili
   b. Title: City Manager
   c. Telephone number: (310) 458-8301
   d. Signature of Authorized Representative: John Jalili

Authorized for Local Reproduction
PART II
PROJECT APPROVAL INFORMATION
SECTION A

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Answer</th>
<th>Agency/Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Does this assistance request require State, local, regional, or other priority rating? Yes</td>
<td>Name of Governing Body</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Priority Rating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Does this assistance request require State, or local advisory, educational or health clearances? Yes</td>
<td>Name of Agency or Board</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Attach Documentation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? Yes</td>
<td>Name of Approving Agency</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Attach Comments)</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Southern California Association of Governments)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Does this assistance request require State, local, regional or other planning approval? Yes</td>
<td>Name of Approving Agency</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Date</td>
<td>Location of plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(City of Santa Monica)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Is the proposed project covered by an approved comprehensive plan?</td>
<td>Check one: State</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Local</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regional</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X                       Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Will the assistance requested serve a Federal installation? Yes</td>
<td>Name of Federal Installation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Federal Population benefiting from Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Will the assistance requested be on Federal land or installation? Yes</td>
<td>Name of Federal Installation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Percent of Project</td>
<td>Location of Federal Land</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Will the assistance requested have an impact or effect on the environment? Yes</td>
<td>See instruction for additional information to be provided.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Will the assistance requested cause the displacement of individuals families, businesses, or farms? Yes</td>
<td>Number of: Individualsacellular Families Businesses Farms</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Is there other related Federal assistance on this project previous, pending, or anticipated? Yes</td>
<td>See instructions for additional information to be provided.</td>
<td></td>
</tr>
</tbody>
</table>
PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

   The Airport Layout Plan shifts a substantial portion of aeronautical services from the southside of the Airport to the northside. The northside provides compatible land use adjacent to airport operations that the southside did not provide. This action has significantly decreased the impact of aircraft noise and fumes on the noncompatible land use adjacent to the Airport.

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

   None

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

   None

4. Land.— (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

   The City of Santa Monica has title in fee to all property indicated on the Property Map, "Exhibit A" (refer to the Preapplication submitted June 16, 1993).

   Easements to the Southern California Edison Company, General Telephone Company, Southern Counties Gas Company, and Los Angeles County Flood Control District are identified on Exhibit A and do not affect the proposed projects.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.
PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

None

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.
### SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. ................. 20.106
2. Functional or Other Breakout ........................................

### SECTION B - CALCULATION OF FEDERAL GRANT

<table>
<thead>
<tr>
<th>Cost Classification</th>
<th>Use only for revisions</th>
<th>Total Amount Required</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Latest Approved Amount</td>
<td>Adjustment + or (-)</td>
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<tr>
<td>1. Administration expense</td>
<td>$</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>2. Preliminary expense</td>
<td></td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>3. Land, structures, right-of-way</td>
<td></td>
<td>-0-</td>
</tr>
<tr>
<td>4. Architectural engineering basic fees</td>
<td></td>
<td>$ 120,000.00</td>
</tr>
<tr>
<td>5. Other architectural engineering fees</td>
<td></td>
<td>-0-</td>
</tr>
<tr>
<td>6. Project inspection fees</td>
<td></td>
<td>$ 143,000.00</td>
</tr>
<tr>
<td>7. Land development</td>
<td>-0-</td>
<td></td>
</tr>
<tr>
<td>8. Relocation Expenses</td>
<td>-0-</td>
<td></td>
</tr>
<tr>
<td>9. Relocation payments to Individuals and Businesses</td>
<td>-0-</td>
<td></td>
</tr>
<tr>
<td>10. Demolition and removal</td>
<td>-0-</td>
<td></td>
</tr>
<tr>
<td>11. Construction and project-improvement</td>
<td></td>
<td>$ 1,480,000.00</td>
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<tr>
<td>12. Equipment</td>
<td>-0-</td>
<td></td>
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<tr>
<td>13. Miscellaneous</td>
<td>-0-</td>
<td></td>
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<tr>
<td>14. Total (Lines 1 through 13)</td>
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<td>$ 1,783,000.00</td>
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<tr>
<td>15. Estimated Income (if applicable)</td>
<td>-0-</td>
<td></td>
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<tr>
<td>16. Net Project Amount (Line 14 minus 15)</td>
<td></td>
<td>$ 1,783,000.00</td>
</tr>
<tr>
<td>17. Less: Ineligible Exclusions</td>
<td>-0-</td>
<td></td>
</tr>
<tr>
<td>18. Add: Contingencies</td>
<td>-0-</td>
<td></td>
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<tr>
<td>19. Total Project Amt. (Excluding Rehabilitation Grants)</td>
<td>$ 1,783,000.00</td>
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<tr>
<td>20. Federal Share requested of Line 19</td>
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<td>$ 1,604,700.00</td>
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<tr>
<td>21. Add Rehabilitation Grants Requested (100 Percent)</td>
<td>-0-</td>
<td></td>
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<tr>
<td>22. Total Federal grant requested (Lines 20 &amp; 21)</td>
<td>$ 1,604,700.00</td>
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<tr>
<td>23. Grantee share</td>
<td>178,300.00</td>
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<tr>
<td>24. Other shares</td>
<td>-0-</td>
<td></td>
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<tr>
<td>25. Total project (Lines 22, 23 &amp; 24)</td>
<td>$</td>
<td>$ 1,783,000.00</td>
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## SECTION C – EXCLUSIONS

<table>
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<tr>
<th>Classification</th>
<th>Ineligible for Participation (1)</th>
<th>Excluded from Contingency Provision (2)</th>
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<tbody>
<tr>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>b</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
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<tr>
<td>d.</td>
<td></td>
<td></td>
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<tr>
<td>e.</td>
<td></td>
<td></td>
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<tr>
<td>f.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td>Total</td>
<td>$</td>
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</tbody>
</table>

## SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share $ 178,300.00
   a. Securities
   b. Mortgages
   c. Appropriations (By Applicant)
   d. Bonds
   e. Tax Levies
   f. Non Cash
   g. Other (Explain)
   h. TOTAL – Grantee share 178,300.00

28. Other Shares
   a. State
   b. Other
   c. Total Other Shares

29. TOTAL $ 178,300.00

## SECTION E – REMARKS

- Part V Assurances are incorporated herein.
- Title VI DOT Assurances are incorporated herein.
- "Exhibit A", Property Map, is incorporated by reference (see Preapplication submitted June 16, 1993).
- Plans and Specifications for AIP 3-06-0239-06 are incorporated by reference.
PART IV — PROGRAM NARRATIVE
APPLICATION FOR FEDERAL ASSISTANCE
SANTA MONICA AIRPORT
Santa Monica, California
AIP Project No. 3-06-0239-06

Project 1 — Blast Walls — Phase II

Aircraft blast from jets departing on Runway 3-21 has become an increasing problem at Santa Monica Airport. Phase I of the Blast Wall Project placed walls near the departure runup areas. The walls have effectively prevented debris from blowing across roadways and into residential areas. Phase II of the Blast Wall Project will prevent and deflect the high velocity blast of departing aircraft from reaching the residential areas east of the runway end. This will provide significant relief to those affected by the aircraft blast.

Project 2 — Fencing and Gates — Phase II

Runway incursions continue to be a problem at Santa Monica, requiring further restrictions on access. The Phase I Access Control Project involved the installation of six (6) access control gates and perimeter fencing. Additional signage, road closures, restrictions to access, and education of users have reduced the number of runway incursions. Further actions are required, including the installation additional access control gates and fencing.

Project 3 — Perimeter Road Realignment

The circulation of vehicles on the Airport’s airside has caused significant safety problems over the past several years. Numerous improvements have been made to reduce runway incursions and vehicle and aircraft conflicts including the installation of an FAA access control project. With all of the improvements, runway incursions continue to be a significant problem. To complete the safety improvements, the City proposed to realign the west perimeter road to connect with Airport Avenue. This will greatly enhance safety by redirecting vehicles outside the air operations area.

Project 4 — Repair, Seal Coat, and Mark Existing Taxiways

This project consists of a crack seal and seal coat of the existing north and south parallel taxiways. The condition of the taxiways at the Airport has deteriorated because of frequent use by large business jet aircraft. Some of the taxiway pavement is part of the original runway built in 1942. Numerous longitudinal cracks exist on the taxiway. Some reconstruction will be required in isolated areas where structural failures have occurred because of the larger aircraft using the facility.
Project 5 — Lighting and Signing

This project consists of the installation of runway distance remaining markers that are needed by large business jets requiring the full runway length. Additionally, guidance signs are to be installed to define the runway better and to prevent runway incursions. The final component of this project is to recess taxiway lights in those areas where above-ground lights are repeatedly struck by aircraft maneuvering on the ground.

Project 6 — Repair, Seal Coat and Mark Existing Parking Aprons — Phase II

This project consist of a follow-up to the original project submitted as part of the AIP-04 project in 1988. The aircraft parking aprons have permanently been established as a result of the significant change that occurred in 1986 when the aeronautical activities were moved from the southside to the northside of the Airport. As a result, some of the City parking areas require crack repair, seal coat, and tiedown reconfiguration. An increase in aircraft tiedown capacity will result with the reconfiguration of the aprons.

Project 7 — Aircraft Maintenance Runup Enclosure

Aircraft runup noise for maintenance inspections has become an increasing problem at urban airports like Santa Monica. The amount of space allocated on the Airport to conduct these operations safely and with as little intrusion to the surrounding neighborhoods has become increasingly difficult. The maintenance runup enclosure is required to abate the increasing number of turbine engine run-ups at the Airport as this segment of Santa Monica’s traffic increases. The maintenance runup enclosure will handle business jet aircraft with up to 60-foot wing spans.

Project 8 — Pave Infield Areas

The infield areas between the north and south parallel taxiways and the runway presently consist of oiled native material. These areas have deteriorated, causing drainage problems and debris that is blown onto the runway by jet blasts. Project 8 will cap these areas with asphalt to eliminate drainage and FOD problems now being experienced.

Project 9 — Refurbish Rotating Beacon

The present airport rotating beacon is low-powered and difficult to see at night or in low visibility in the Los Angeles Basin. The beacon is over 40 years old and is in need of replacement. Additionally, the existing tower needs painting and repairs.
SANTA MONICA AIRPORT
AIP 3-06-0239-06
PROJECT COST SUMMARY

<table>
<thead>
<tr>
<th>Project</th>
<th>Total Cost</th>
<th>Federal Share</th>
<th>Local Share</th>
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<tr>
<td>Blast Walls - Phase II</td>
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**TOTAL**

$1,783,000  $1,604,700  $178,300
PART V  
ASSURANCES  
Airport Sponsors  
October 1, 1990  
[Incorporates revisions of Assurances 9 and 26 (11/04/92)]

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 to airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or the Aviation Safety and Noise Abatement Act of 1979. 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 sponsor of a public-use airport; and the term "sponsor" includes 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 the acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurances shall be as specified in the assurance.

2. Airport Development or Noise Compatibility Program 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 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 the 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, 34 and 36 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 application, acceptance and use of Federal funds for this project including but not limited to the following:

   Federal Legislation
   b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
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 requirements levied upon State and local governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

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 application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor: It has legal authority to apply for 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 application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.

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

4. Good Title

a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.


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 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 application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 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.
11. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of the state which are located entirely within five miles of the nearest boundary of the airport.

12. Terminal Development Prerequisites. For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule of regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.


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 and 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 work.

15. Veteran’s Preference. It shall include, in all contracts for work on any projects 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 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. 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 by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation 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 ensure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures.
repair, restoration, or replacement of any structure or facility which is substantially damaged or
destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls
upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace
as is required to protect instrument and visual operations to the airport (including established
minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating,
marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or
creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to
the extent reasonable, to restrict the use of the 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 the compatibility, with respect to
the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make its airport available as an airport for public use on fair and reasonable terms and
without unjust discrimination, to all types, kinds, and classes of aeronautical uses.

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 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 fair, equal, and not unjustly discriminatory basis to all users
thereof, and

(2) charge fair, 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 any airport owned by the sponsor 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 which utilize similar facilities, subject to reasonable classifications such
as tenants or nontenants and signatory carriers and non-signatory carriers. Classification or status as
tenants 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 classifications 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.
26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. A report of the Airport budget will be available to the public at reasonable times and places. For airport development projects, it will also 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. For noise compatibility program projects, it will also make records and documents relating to the project and continued compliance with 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.

27. Use of 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 movements 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 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 plan 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 in 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 its 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
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<tr>
<td>70/7460-1H CHG 1 &amp; 2</td>
<td>Obstruction Marking and Lighting</td>
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<td>150/S100-14C</td>
<td>Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects</td>
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<td>150/S210-5B</td>
<td>Painting, Marking and Lighting of Vehicles Used on an Airport</td>
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<td>Aircraft Fire and Rescue Communications</td>
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<td>Airport Rescue &amp; Firefighting Station Building Design</td>
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<td>Water Supply Systems for Aircraft Fire and Rescue Protection</td>
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<td>Airport Pavement Design and Evaluation</td>
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<td>Runway Length Requirements for Airport Design</td>
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<td>Installation Details for Runway Centerline Touchdown Zone Lighting Systems</td>
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<td>150/S340-18C CHG 1</td>
<td>Standards for Airport Sign Systems</td>
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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 **June 1, 1994** 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 Subparts 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. **Drug-Free Workplace.** It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibitions; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employees assistance programs; (3) notifying the FAA within ten (10) days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.