# Noise Related AIP Grants for SeaTac 2002-1018

<u>Year</u>	Grant #	<u>Purpose</u>	Amount (in dollars)
√2015	136	Conduct noise compatibility plan study	
√2013	131	Noise mitigation measures for public buildings	3.9 million
2013	47	Noise mitigation measures for residences within 65-69 DNL	4 million
2013	48	Noise mitigation measures for residences within 65-69 DNL	2 million
2010	121	Noise mitigation measures for public buildings	2 million
2009	116	Acquire land for noise compatibility within 70-74 DNL	11,662,255
2009	119	Conduct noise compatibility plan study	2 million
2008	110	Noise mitigation for residences with 65-69 DNL	2,635,208
2008	111	Acquire land for noise compatibility within 65-69 DNL	7,414,647
2008	112	Noise mitigation measures for public buildings	1,950,145
2007	105	Noise mitigation measures for residences within 70-74 DNL	2,141,866
2007	106	Acquire land for noise compatibility within 70-74 DNL	7,448,855
2007	107	Noise mitigation measures for public buildings	1,747,830
2005	89	Noise mitigation measures for residences within 70-74 DNL	2,446,000
		Directional insulation for 3rd runway	
		Multi-residences Pinebrook	
2004	85	Noise mitigation measures for public buildings	10,517,000
		Noise mitigation measures for residences within 70-74 DNL	
2003	79	Acquire land for noise compatibility within 70-74 DNL	5,326,000
	83	Noise mitigation measures for public buildings within DNL 65-69	2,250,000
2002	71	Noise mitigation measures for residences within 70-74 DNL	1,040,000
		Acquire land for noise compatibility within 70-74 DNL	960,000
	74	Noise mitigation measures for residences within 65-69 DNL	2,856,000
		Noise mitigation measures for residences within 70-74 DNL	346,304
		Acquire land for noise compatibility within 70-74 DNL	2,674,400
		Noise mitigation measures for public buildings within DNL 65-69	4,178,291

MIP Acquisition Relocation, and Found Insulation \$4,806,800

OMB Number: 4040-0004 Expiration Date: 08/31/2016

Application for Federal Assistance SF-424				
16. Congressional Distri	cts Of:		•	
*a. Applicant: WA-007		*b.	Program/Project: \	WA-007
Attach an additional list of	Program/Project Congressional I	Districts if needed	d	
17. Proposed Project:				
*a. Start Date: 05/01/201	5	*b.	End Date: 05/01/2	2017
18. Estimated Funding (	\$):			
*a. Federal	3,752,860.00			•
*b. Applicant	526,970.00			
*c. State	0.00			
*d. Local	526970			
*e. Other				
*f. Program Income				
*g. TOTAL	4,806,800.00			
*19. Is Application Subje	ct to Review By State Under Ex	ecutive Order 1	12372 Process?	
a. This application was	s made available to the State und	er the Executive	Order 12372 Proce	ess for review on
b. Program is subject t	to E.O. 12372 but has not been so	elected by the St	ate for review.	
c. Program is not cove	ered by E.O. 12372			
*20. Is the Applicant Deli	inquent On Any Federal Debt?	(If "Ves" provid	de evolunation on	naví naga l
Yes No	q.a best.	(ii ics , piovi	ac explanation on	mort page.
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)				
☑ ** I AGREE				
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.				
Authorized Representati	ve:			
Prefix: Mr.	*First	Name: Mark		
Middle Name:				
*Last Name: Reis				
Suffix:				
*Title: Managing Director,	Aviation Division			
*Telephone Number: (206	6) 787-6611		Fax Number: (206	6) 787-7782
* Email: reis.m@portseattle.org				
*Signature of Authorized Representative:  *Date Signed:  9/17/10				
/ I/UCAMKA	1111 / Ser			7//3//4

# Application for Federal Assistance Part II, Section A, item 10 additional Information

Project-related land acquired through previous AIP Grants:

THE PARTY CONTROL OF THE PROPERTY OF THE PROPE

# NERA 1

- AIP 3-53-0062-79
- AIP 3-53-0062-94

#### NERA 2

- AIP 3-53-0062-106
- AIP 3-53-0062-111

## NERA 3

- AIP 3-53-0062-74
- AIP 3-53-0062-79
- AIP 3-53-0062-100
- AIP 3-53-0062-106
- AIP 3-53-0062-111

# PART II PROJECT APPROVAL INFORMATION SECTION A

Item 1.  Does this assistance request require State,	Name of Governing Body Priority
local, regional, or other priority rating?	
Item 2.	Name of Agency or Board
Does this assistance request require State, local advisory, educational or health clearances?	(Attach Documentation)
☐Yes [	<b>▼</b> No
Item 3.	(Attach Comments)
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	
☐Yes	X No
Item 4.	Name of Approving Agency
Does this assistance request require State,	City of Burien - NERA Interlocal Agreement
local, regional, or other planning approval?	Date 1 /24 / 14 ☐ No
Item 5.	Check One: State
Is the proposed project covered by an approved comprehensive plan?	Local
Yes	No Location of plan
Item 6.	Name of Federal Installation
Will the assistance requested serve a Federal installation?	Federal Population benefiting from Project
□Yes	<b>⋉</b> No
Item 7.	Name of Federal Installation
Will the assistance requested be on Federal land	Location of Federal Land
or installation?	Percent of Project
Item 8.	See instructions for additional information to be provided.
Will the assistance requested have an impact or effect on the environment?	
Yes	⊠ No
Item 9.	Number of:
Will the assistance requested cause the displacement	Individuals
of individuals, families, businesses, or farms?	Families
∏Yes	Businesses
Lites	- Tamo
Item 10.	See instructions for additional information to be provided.
Is there other related Federal assistance on this project previous, pending, or anticipated?	
⊠Yes	□ No

#### PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

 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:

POS acquired & relocated 1500 homes within North ATZ. POS acquired & relocated 65 homes & 2 apartment complexes within the ATZ. POS insulated 9500 single family homes. Insulated 236 owner occupied condo units in 6 complexes. POS acquired 5 Mobile Home Parks, relocated 355 mobile spaces. Insulated 6 educational facilities, closed 1 school and plan to insulate the remaining 7, per MOU signed June 2002.

 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:

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. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. Yes
- 5. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near where the project may be located. Yes
- Consultation with Users. In making a decision to undertake any airport development project under Title 49, United
  States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
  Yes
- 7. Public Hearings. In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. N/A
- 8. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. N/A

# PART III - BUDGET INFORMATION - CONSTRUCTION

# SECTION A - GENERAL

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

# SECTION B - CALCULATION OF FEDERAL GRANT

		Use only for revisions		Total America	
COST CLASSIFICATION		Latest Approved amount	Adjustment + or (-)	Total Amount Required	
1.	Administration expense	\$	\$	\$1,022,300.00	
2.	Preliminary expense				
3.	Land, structures, right-of-way				
4.	Architectural engineering basic fees			3,311,500.00	
5.	Other architectural engineering fees				
6.	Project inspection fees				
7.	Land development				
8.	Relocation expenses				
9.	Relocation payments to individuals and businesses		*		
10.	Demolition and removal				
11.	Construction and project improvement				
12.	Equipment				
13.	Miscellaneous			473,000.00	
14.	Total (Lines 1 through 13)			4,806,800.00	
15.	Estimated Income (if applicable)				
16.	Net Project Amount (Line 14 minus 15)			4,806,800.00	
17.	Less: Ineligible Exclusions			, ,,,,,,,,	
18.	Add: Contingencies				
19.	Total Project Amt. (Excluding Rehabilitation Grants)		•		
20.	Federal Share requested of Line 19				
21.	Add Rehabilitation Grants Requested (100 percent)				
22.	Total Federal grant requested (Lines 20 & 21)			3,752,860.00	
23.	Grantee share		- 11111111111111111	526,970.00	
24.	Other shares		, , , , , , , , , , , , , , , , , , ,	526,970.00	
25.	Total project (Lines 22, 23, & 24)	\$	\$	\$4,806,800.00	

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

Processory and professional processor. Moreover, Park and Park Filters and Park

OMB NO. 2120-0569

	SECTION C - EXC	LUSIONS	
26. Classifica	ition	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.		\$	\$ '
b.			
c.			
đ.			
e.			
f.			
g.	Totals	\$	\$
SEC	CTION D - PROPOSED METHOD OF FI	NANCING NON-FE	DERAL SHARE
27. Grantee S	and the state of t		\$ 526,970.00
	curities		
b. Mo	rtgages		
	propriations (By Applicant)		
d. Bor			
e. Tax	Levies		
f. Nor	n Cash		
g. Oth	Other (Explain)		526,970.00
h. Tot	Total – Grantee Share		
28. Other Sha	ares		
a. Sta	te		
b. Oth	Other		526,970.00
c. Tot	al Other Shares		526,970.00
29. TOTAL		· ·	\$ 1,053,940.00
	SECTION E - RE	MARKS	
of \$526,970.50	share = \$469,108 (10% of the eligible grant amount) share funded through Airport Development Fund (AD		unfunded \$115,725) for a to

# PART IV PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PROJECT: Burien NE Redevelopment

OMB NO. 2120-0569

AIRPORT: Seattle-Tacoma International Airport
1. Objective: Pilot Program for redevelopment of Airport properties located within the Burien Northeast Revedelopment Area. The project encompasses planning, design and permitting work of proposed infrstructure that will enable redevelopment of a portion of Burien's Northeast Redevelopment Area into a combination of airport compatible light industrial/air cargo uses and potentially commercial/auto mall uses.
2. Benefits Anticipated:
This project will eventually increase the value of the property and will make the property more attractive to private sector developers that will ultimately redevelop the property, because the developers will have less work to do.
3. Approach: (See approved Scope of Work in final Application) The Pilot Program will encompass: Project managment/administration, Utility Coordination, Supplemental Surveying, Geotechnical Investigation, Preliminary Design (30%), Final Design and Permits and Approvals.
4. Geographic Location: The 158-acre NERA in Burien is bounded by South 138th Street to the north, 8th Avenue South to the west, and Des Moines Memorial Drive South to the east and south.
5. If Applicable, Provide Additional Information: N/A
6: Sponsor's Representative: (incl. address & tel. no.)
Mark Reis 206-787-6611
Seattle-Tacoma International Airport PO Box 68727 Seattle, WA 98168

OMB Number: 4040-0004 Expiration Date: 08/31/2016

Application for Federal Assistance SF-424	
*9. Type of Applicant 1: Select Applicant Type:	
D. Special District Government	
Type of Applicant 2: Select Applicant Type:	
- Select One -	
Type of Applicant 3: Select Applicant Type:	
- Select One -	
* Other (specify):	
* 10. Name of Federal Agency: Federal Aviation Administration	
11. Catalog of Federal Domestic Assistance Number:	
20.106	
CFDA Title:	
Airport Improvement Program	
*** C	
*12. Funding Opportunity Number:	
Title:	
13. Competition Identification Number:	
Title:	
함마의 매워이 바다 이 교육에 다시다니다.	
14. Areas Affected by Project (Cities, Counties, States, etc.):	
City of Burien, King County, Washington	
행사들이 원리의 아래 마리아 아름이 하는 이 물리가 되었다.	
* 15. Descriptive Title of Applicant's Project:	
* 15. Descriptive Title of Applicant's Project:  Pilot Project for the Redevelopment of the Burien Northeast Revelopment Area (NERA)	
나를 잃었다면 그리고 살아왔다면 가장하는 것 이 경기를 하는 사람들이 되었다.	
나를 잃었다면 그리고 살아왔다면 가장하는 것 이 경기를 하는 사람들이 되었다.	



# **ASSURANCES**

# **Airport Sponsors**

#### A. General.

- These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

# B. Duration and Applicability.

 Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### PART II - SECTION C (CONTINUED)

THE SECTION ASSESSES OF CONTRACTOR OF THE SECTION ASSESSES OF THE SECTION ASSESSES.

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:

10. 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":

Land included in 8-53-0062-05 ADAP project. Land included in 6-53-0062-09,11, 13, 17, 18 & 20 ADAP projects. Land included in 3-53-0062-01, 03, 06, 07, 10, 11, 12, 14, 16, 20, 21, 23, 26, 28, 37, 43, 50, 53, 63, 71, 74, 79, 93, 94, 96, 100, 105, 106, 110, 111 & 116 AIP projects.

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":
- (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

\*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

Wigness commissions and the expension of the commence of

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:

POS acquired & relocated 1500 homes within North ATZ. POS acquired & relocated 65 homes & 2 apartment complexes within the ATZ. POS insulated 9500 single family homes. Insulated 236 owner occupied condo units in 6 complexes. POS acquired 5 Mobile Home Parks, relocated 355 mobile spaces. Insulated 6 educational facilities, closed 1 school and plan to insulate the remaining 7, per MOU signed June 2002.

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

Consideration of the second

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. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. Yes
- 5. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near where the project may be located.  $\gamma_{es}$
- Consultation with Users. In making a decision to undertake any airport development project under Title 49, United
   States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
   Yes
- 7. Public Hearings. In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. N/A
- 8. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. N/A

AIP Planning grant - \$3,778,402 (also filed as mett grant)



#### **GRANT AGREEMENT**

PART I - OFFER

Date of Offer	August 26, 2015	
Airport/Planning Area	Seattle-Tacoma International Airport – Seattle, Washington	
AIP Grant Number	3-53-0062-136-2015 (Contract Number: DOT-FA15NM-0060)	
DUNS Number	009483694	
Port of Seattle, Washington	n .	
(herein called the "Sponsor	")	

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated October 3, 2014, for a grant of Federal funds for a project at or associated with the Seattle-Tacoma International Airport – Seattle, Washington, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Seattle-Tacoma International Airport – Seattle, Washington (herein called the "Project") consisting of the following:

Conduct a pilot program to redevelop acquired noise land, including planning, design and permitting in the Northwest Redevelopment Area (NERA);

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay eighty (80) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1|Page

3-53-0062-136-2015

#### CONDITIONS

- Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$3,778,402
  - A. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
    - 1. \$3,778,402 for planning
    - 2. \$0 for airport development or noise program implementation
    - 3. \$0 for land acquisition.
- Ineligible or Unallowable Costs. The Sponsor must not include any costs in the project that the FAA
  has determined to be ineligible or unallowable.
- 3. <u>Determining the Final Federal Share of Costs.</u> The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 5. <u>Amendments or Withdrawals before Grant Acceptance.</u> The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. Offer Expiration Date. This offer will expire and the United States will 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 September 4, 2015, or such subsequent date as may be prescribed in writing by the FAA.
- 7. Improper Use of Federal Funds. The Sponsor must 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 dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must 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 require advance approval by the Secretary.

any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

- Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
- 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
- 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity —
  - 1. Is determined to have violated the Prohibitions; or
  - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either
    - a. Associated with performance under this agreement; or
    - Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29. [Select one of the following]
- 20. Exhibit "A" Property Map Updated with Grant. The existing Exhibit "A" Property Map dated December 6, 2007 is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 21. NOISE PROJECTS ON PRIVATELY OWNED PROPERTY: The Sponsor understands and agrees that no payment will be made under the terms of this Grant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Grant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:
  - A. The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests.
  - B. The property owner is responsible for maintenance and operation of the items installed, purchased, or. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.
  - C. If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.
  - D. The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.

- 22. COMPATIBLE LAND USE PLANNING AND PROJECTS: The Sponsor agrees and understands that:
  - A. It will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in Title 14, Code of Federal Regulations, Part 150, and those compatible land uses will be maintained;
  - B. It will provide, in the case of a planning grant, a land use plan that -
    - Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;
    - Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under Title 49, United States Code § 47504(a)(2), that are within the authority of the Sponsor to implement;
    - Uses noise contours provided by the airport operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the airport operator as a part of its own noise mitigation efforts;
    - Does not duplicate, and is not inconsistent with, the airport operator's noise compatibility measures for the same area; and
    - 5. Has been approved jointly by the airport owner or operator and the Sponsor.
  - C. It will make provision to implement, or has implemented, those elements of the plan ineligible for Federal financial assistance.
- 23. FINANCIAL REPORTING REQUIREMENTS: The Sponsor agrees to submit a Federal Financial Report (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

- 24. <u>FINAL PAYMENT:</u> The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed.
- 25. <u>TITLE VI</u>: It is understood and agreed by and between the parties hereto that the STANDARD DOT TITLE VI ASSURANCES executed by Sponsor 8/27/14 is hereby incorporated herein and made a part hereof by reference.
- 26. <u>NEW AIRPORT SPONSOR ASSURANCES:</u> The attached "Assurances" for Airport Sponsors, are hereby incorporated herein and made a part of the Project Application submitted by the Sponsor dated 8/27/14.

#### 27. SPONSOR PERFORMANCE REPORT:

A. For non-construction projects – the Sponsor understands and agrees that in accordance with 49 CFR 18.40 the Sponsor shall submit a Quarterly Performance Report to the Airports District Office (ADO) within 30 calendar days from the end of the quarter, beginning in the quarter in which the project begins, and for each following quarter until the project is substantially complete. If a major project or schedule change occurs

between Quarterly Performance Reports, the sponsor must submit an out of cycle performance report to the ADO. The performance report for non-construction projects shall include the following as a minimum:

- 1. A comparison of proposed objectives to actual accomplishments.
- 2. Reasons for any slippage or lack of accomplishment in a given area.
- 3. Impacts on other AIP-funded projects.

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- 4. Impacts to projects funded by PFC, other FAA programs, or the sponsor.
- 5. Identification and explanation of any anticipated cost overruns.
- B. For construction projects FAA Form 5370-1 Construction Progress and Inspection Report satisfies the performance reporting requirement. The sponsor must submit FAA Form 53701 to the ADO on a weekly basis during construction and at least quarterly when the project is in winter shutdown, until the project is substantially complete. Form 5370-1 requires the following information:
  - 1. Estimated percent completion to date of construction phases.
  - 2. Work completed or in progress during the period.
  - 3. Brief Weather Summary during the period including approximate rainfall and period of below freezing temperature.
  - 4. Contract time: Number of days charged to date and last working day charged.
  - 5. Summary of laboratory and field testing during the period.
  - 6. Work anticipated by the contractor for the next period.
  - 7. Problem areas and other comments.
- 28. GRANT APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:
  - A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
  - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
  - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP

- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>12</sup>
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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

#### FOOTNOTES TO ASSURANCE C.1.

- These laws do not apply to airport planning sponsors.
- These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.
  - a. Public Agency Sponsor:

Olympic Elementary School Zinal Report \$3.9 m AIP grant

#### FEDERAL FINANCIAL REPORT

(Follow form instructions) 1. Federal Agency and Organizational Element Federal Grant or Other Identifying Number Assigned by Federal Agency Page of to Which Report is Submitted (To report multiple grants, use FFR Attachment) 1 DOT - Federal Aviation Administration DOT-FA13NM-0075 pages 3. Recipient Organization (Name and complete address including Zip code) Port of Seattle P. O. Box 1209 2711 Alaskan Way Seattle, WA 98111-1209 4a. DUNS Number 7. Basis of Accounting 4b. EIN Recipient Account Number or Identifying Number 6. Report Type (To report multiple grants, use FFR Attachment) □ Quarterly ☐ Semi-Annual ☐ Annual ☐ Cash X Accrual 9483694 91-6001025 3-53-0062-131-2013 X Final Project/Grant Period 9. Reporting Period End Date From: (Month, Day, Year) To: (Month, Day, Year) (Month, Day, Year) 9/11/2013 9/30/2014 10. Transactions Cumulative (Use lines a-c for single or multiple grant reporting) Federal Cash (To report multiple grants, also use FFR Attachment): a. Cash Receipts \$3,879,406.00 b. Cash Disbursements \$3,879,406.00 c. Cash on Hand (line a minus b) \$0.00 (Use lines d-o for single grant reporting) Federal Expenditures and Unobligated Balance: d. Total Federal funds authorized \$3,879,406,00 e. Federal share of expenditures \$3,879,406.00 f. Federal share of unliquidated obligations \$0.00 Total Federal share (sum of lines e and f) \$3,879,406.00 h. Unobligated balance of Federal funds (line d minus g) \$0.00 Recipient Share: i. Total recipient share required \$969,851.50 j. Recipient share of expenditures \$969,851.50 k. Remaining recipient share to be provided (line i minus j) SO.00 Program Income: Total Federal program income earned m. Program income expended in accordance with the deduction alternative n. Program income expended in accordance with the addition alternative o. Unexpended program income (line I minus line m or line n) b. Rate c. Period From Period To d. Base e. Amount Charged f. Federal Share a. Type 11. Indirect Expense g. Totals: 12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation. 13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalities. (U.S. Code, Title 218, Section 1001) a. Typed or Printed Name and Title of Authorized Certifying Official c. Telephone (Area code, number and extension) 206.787.3081 Debbi Browning, Assistant Director of Accounting d. Email address browning,d@portseattle.org b. Signature of Authorized Certifying Official e. Date Report Submitted (Month, Day, Year) July 31, 2014 14. Agency use only:

Standard Form 425

OMB Approval Number: 0348-0061 Expiration Date: 10/31/2011

## Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

AIP roise mitigation grant for 63.9m. for Olympic Elementary Echool



Grant Agreement Part 1 – Offer

Seattle-Tacoma International Airport

Seattle, Washington

Date of Offer:

Monday, September 09, 2013

Project Number:

3-53-0062-131-2013

Contract Number:

DOT-FA13NM-0075

To:

Port of Seattle, Washington (herein called the "Sponsor")

From:

The United States of America (acting through the Federal Aviation

Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated 4/25/2013, for a grant of Federal funds for a project at or associated with the Seattle-Tacoma International Airport 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 (herein called the "Project") consisting of the following:

Noise mitigation for Olympic Elementary school;

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations 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, 80.00 percentum of all allowable Project costs.

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

#### Part I - Conditions

1) The maximum obligation of the United States payable under this Offer shall be \$3,900,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ 0.00 For planning \$ 3,900,000.00 For airport development or noise program implementation

Please note that this grant offer may be funded all or inpart, with funds from the Small Airport Fund.

- 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 provisions of 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 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.

DOT Enterprise Services Center FAA Accounts Pavable, AMZ-100 PO Box 25710 Oklahoma City, OK 73125

iii. The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information. Note: Additional information, including access forms and training materials, can be found on the DOT elnvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html).

c) Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT elnvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

i) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001. DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

ii) If a grantee is granted a waiver, the grantee should submit all hard-

copy invoices directly to:

DOT/FAA PO Box 25082 AMZ-110

Oklahoma City, OK 73125

# **Special Conditions**

- 1) No payment shall be made under the terms of this Grant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by Assurance 5d of the Assurances, Airport Sponsors, and such agreement is determined to be satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:
  - a) The property owner shall subject the construction work on the project to such inspection and approval during the construction or installation of the noise compatibility measures and after completion of the measures as they may reasonably be requested by the Secretary or the Sponsor.
  - b) The property owner shall assume the responsibility for maintenance and operation of the items installed, purchased, or constructed under this Grant Agreement. Neither the Federal Aviation Administration nor the Sponsor bears any responsibility for the maintenance and operation of these items.
  - c) If Federal funds for the noise compatibility measures are transferred by the Sponsor to the owner of the private property, or the owner's agent, the property owner shall agree to maintain and made available to the Secretary or the Sponsor, upon reasonable request, records disclosing the amount of funds received the disposition of those funds.
  - d) The property owner's right to sue the owner of Seattle-Tacoma International Airport for adverse noise impacts will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation shall remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of Federal aid for the project.
- 2) It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable development and land project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. If the increase in project costs is attributable to planning items, the maximum United States obligation may not be increased. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

- 3) In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a) may not be increased for a planning project;
  - b) may be increased by not more than 15 percent for development projects;
  - c) may be increased by not more than 15 percent for land projects.
- 4) Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 5) The Sponsor shall provide for an annual audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall provide one copy of the completed A-133 Audit to the FAA Airports District Office and three copies of the audit to: Federal Audit Clearinghouse, Bureau of the Census, 1201 10th Street, Jeffersonville, IN 47132.
- 6) Financial Reporting Requirements. The Sponsor agrees to submit a Federal Financial Report (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report. The sponsor further agrees to submit an Outlay Report and Request for Reimbursement (FAA Form SF-271) or Request for Advance or Reimbursement (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.
- 7) The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed.



# A-133 Single Audit Certification Form

The Single Audit Act of 1984, implemented by OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) establishes audit requirements for State and local governments that receive Federal aid. State or local governments (City, County, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in total Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. For more information on the Single Audit Act requirements please reference the following web site: <a href="http://harvester.census.gov/sac/">http://harvester.census.gov/sac/</a>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings, in accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide the following certification to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Spons	sor Information:	
Por	rofsettle	2012 Fiscal/Calendar Year Ending
Seath	to Theoret Intl Airpoint	
Sponsor's Repro	schalive Name	Assistant Dreden AF
Telephy	206787-3081	brewing-departses
Please check t	he appropriate line(s):	
We are s	subject to the A-133 Single Audit requirements (expert the fiscal/calendar year noted above) and are taking	nded \$500,000 or more in total Federal the following action:
X	The A-133 single audit for this fiscal/calendar year	ur has been submitted to the FAA. (2012)
	The A-133 single audit for this fiscal/calendar year	or is attached.
	The A-133 single audit report will be submitted to	the FAA as soon as this audit is available.
☐ We are e	exempt from the Single Audit A-133 requirements for	the fiscal/calendar noted above.
oponsor cerm	0.7.2	
Signalus	best trees	9/12/2013 Date
Return to:	FAA, Seattle Airports District Office 1601 Lind Avenue SW, Suite 250 Seattle, WA 98057-3356	