

PROJECT APPLICATION
(For State Aid for Development of Public Airports)

DOA No _____

Date _____

PART I - PROJECT INFORMATION

The _____

(herein called the "Sponsor" hereby makes application to the South Carolina Department of Commerce/Division of Aeronautics (herein designated the "Division") for a grant of State funds pursuant to applicable statutes, regulations, and policies, for the purpose of aiding in financing a project (herein called the "Project") for the development of the _____ (herein called the "Airport") located in the county of _____ in the State of South Carolina.

It is proposed that the project consist of the following described airport development:

all as more particularly described in the plans and specifications separately submitted to the Division on _____, which are made a part hereof by reference.

PART II - REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. Legal Authority. The Sponsor has the legal power and authority:
 - (A) To do all things necessary to undertake and carry out the Project in conformity with the applicable statutes, regulations, and policies;
 - (B) To accept, receive and disburse grants of funds from the State of South Carolina in aid of the project on the terms and conditions stated in the applicable statutes, regulations, policies, and proposed grant agreement, and;
 - (C) To carry out all of the provisions of Parts III and IV of this Project Application.
2. Funds. The Sponsor now has on deposit \$ _____ for use in defraying the costs of the Project. The present status of these funds is as follows: _____

The Sponsor hereby designates _____ to receive payments representing the Division's share of the Project costs.

PART III - SPONSOR ASSURANCES

In order to furnish the Division with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with the Division as follows:

1. The covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through the Division, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project.
2. In the event that the Airport and the facilities covered by the Project are not maintained for public use as outlines in this application for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse the Division the amount of the Grant.
3. The Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.
4. The Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including night lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
5. The Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies, and covenants of this agreement.
6. The Sponsor will maintain a current layout plan of the Airport having the current approval of the Division, showing existing landing areas, approach zones, clearance zones, building areas, and proposed future development areas. The Sponsor will conform to the current Airport layout plan then in effect in making any future improvements or changes at the Airport. The Sponsor shall furnish the Division a current Airport layout plan of the Airport and shall be responsible for furnishing to the

Division such information as is necessary to keep this plan up to date, to include plans and specifications, agreements with contractors, and any other information relative to the work of or for the accomplishments of the project or projects.

7. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by the Division. Submittal of this Application is evidence on the part of the Sponsor to take appropriate actions to clear and maintain the approaches to the satisfaction of the Federal Aviation Administration and the Division.
8. Affidavit of non-collusion - state and federal law (code of laws of South Carolina, section 39-3-10, et seq., 39-5-10, et seq.; 15 U. S. code, section 1) are designed to insure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of his state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require affidavit of non-collusion of prospective bidder in the form attached thereto as Exhibit A.
9. The Sponsor will furnish a set of "As Built Plans" for the current project to the Division within ninety (90) days after completion of this project.
10. The Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship, will maintain a daily project diary, submit weekly progress reports to the Division, and maintain and provide documentation and certification to the Division that the work and materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional

engineer, architect, or construction manager to assume the within responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to Division that work and materials comply with plans and specifications.

11. The Sponsor covenants and agrees to disburse funds derived from the Division solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to the Division a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
12. The Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
13. The Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

Signature of Sponsoring Agency's Representative

Representative Title

ATTACHMENT A

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST	ESTIMATED FED. SHARE OF COST	ESTIMATED STATE SHARE OF COST
		AMOUNT	AMOUNT	AMOUNT
1. PLANNING COST				
2. LAND COST				
3. CONSTRUCTION COST				
4. ENGINEERING COST				
5. ADMINISTRATIVE COST				
7. MISCELLANEOUS				
8. TOTAL ALL ESTIMATED PROJECTED COST				

ATTACHMENT B
DOCUMENTATION SUPPORT

1. Is this project a result of facility requirements determined by a master plan, airport layout plan, the South Carolina Airport System Plan, or a revision to the airport layout plan? If so, indicate FAA or DOA approval date: _____

2. Does this project require an Environmental Impact Assessment (EIAS) report under the National Environmental Policy Act of 1969 (NEPA)? _____ Yes _____ No

3. Status of EIAS _____

4. Have all previous projects that involved federal and/or state funds been completed?
_____ Yes _____ No

5. If the state is unable to participate to its maximum extent, what is the sponsor's ability to fund a share greater than the state match?

6. Name of Regional Planning Division in which airport is located.

7. Has Federal Application Form 424 been submitted to the Inter-agency Council on Public Transportation (State Clearinghouse) in accordance with Section 57-3-1050?
_____ Yes _____ No

8. The following action has been taken by the local governing body to provide steps toward protective zoning of the airspace and land surrounding the airport. Describe actions by the Sponsor and governing body related to land use planning and zoning ordinances.

9. Anticipated date construction or planning project is to commence:

Start Date: _____

Ending Date: _____

ATTACHMENTS

Project Justification

Project Sketch

Engineer's Estimate

Estimated quantities and cost

Federal Application Form **424**

(Revised: August 08, 2005)