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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

February 20, 2019  
Bureau of Aeronautics

**REQUESTED ACTION**

Authorize the Department of Transportation to provide funding to the Laconia Airport Authority (Vendor Code 156889), for SBG-09-14-2018, to construct, mark, drain, light and sign Taxiway E extension, expand the itinerant aircraft parking apron and to remove and replace portions of the existing Runway 8-26 drainage system, Phase II, at the Laconia Municipal Airport, Gilford, NH. State and Federal participation in the amount of \$2,824,247.00 is effective upon Governor and Council approval through August 5, 2022. 95% Federal Funds, 5% General Funds.

Funding is available as follows:

FY 2019

04-96-96-960030-7537

FAA Projects

034-500161 New Construction

\$2,824,247.00

**EXPLANATION**

The following FAA State Block Grant has been awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-21-2015	\$ 2,022,238.00
3-33-SBGP-25-2017	\$ 2,177,659.00
3-33-SBGP-27-2018	\$ 2,166,377.00
3-33-SBGP-29-2018	\$ 1,453,363.00

A total of \$2,675,602.00 (or 90% of the project cost) is proposed from the FAA grant listed above for this airport development project (SBG-09-14-2018, copy attached), to construct, mark, drain, light and sign Taxiway E extension (approx. 2,230' x 35'), expand the itinerant aircraft parking apron (approx. 5,904 SY), and to remove and replace portions of the existing Runway 8 drainage (approx. 50 LF), system Phase II, at the Laconia Municipal Airport, Gilford, NH.

Currently, there are several aircraft hangars north of Runway 8-26 that require aircraft to operate on 70-plus year old pavements with failing drainage system components, to traverse to and from the runway. The extension of Taxiway E will allow aircraft accessing the existing and future hangar development north of Runway 8-26 to operate on new, debris-free pavements with a working drainage system. The Runway 8-26 drainage improvements will ensure proper storm water runoff away from the runway. The expansion of the itinerant parking apron will provide additional peak period parking spaces for aircraft to safely park.

Phase I was funded by a separate FAA grant, SBG-09-13-2017, to design, permit and bid, and this phase of the project was approved by Governor and Council on April 11, 2018, Item # 27, copies attached.

The breakdown of the project is as follows:

Sponsor Administration	\$ 2,001.00
Resident Engineering (Jacobs)	\$ 208,092.00
Construction (Low bid- Weaver Bros. Co. Inc.)	<u>\$ 2,762,799.00</u>
Total Project	\$ 2,972,892.00

The Department of Transportation proposes to accept the Federal funds for this project as a pass through to the Laconia Airport Authority in accordance with RSA 422:15. State participation in the amount of \$148,645.00 (5% of this project) is also requested. The Laconia Airport Authority will participate in the amount of \$148,645.00 (5% of this project). The total cost for this project is \$2,972,892.00.

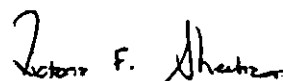
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

In accordance with the FAA grant assurances C- Sponsor Certifications, Responsibility and Authority of the Sponsor, the grant funds must be immediately available for the project to execute the grant offer; therefore all funding for this project is encumbered in the first fiscal year.

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2015 220:1 XVI-A1 Capital Budget.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/tls  
Attachment:



Two Executive Park Drive  
 Bedford, New Hampshire 03110  
 United States  
 T +1.603.666.7181  
 F +1.603.666.7185  
 www.jacobs.com

January 31, 2019

Marv Everson  
 Airport Manager  
 Laconia Airport Authority  
 65 Aviation Drive  
 Gilford, NH 03249

Project Name: Laconia Airport – Taxiway E Extension, Expand Itinerant Parking and Drainage Improvements

Project Number: SBG-09-14-2018

Subject: Recommendation for Award of Contract

Dear Marv,

The January 29, 2019 bid results for the subject project were as follows:

	Engineer	Weaver Bros Const. Co., Inc.	Morrill Construction, Inc.	Jeremy Hiltz Excavating Inc.	Sargent	RD Edmunds
Base Bid	\$ 2,135,780.80	\$ 2,278,490.50	\$ 2,294,828.50	\$ 2,310,930.00	\$ 2,681,800.50	\$ 2,720,462.08
Additive Alternate #1	\$ 175,727.00	\$ 218,829.00	\$ 195,924.50	\$ 184,255.00	\$ 184,185.00	\$ 256,560.26
Additive Alternate #2	\$ 315,976.00	\$ 265,479.00	\$ 290,836.00	\$ 303,580.00	\$ 306,608.00	\$ 401,785.00
Total	\$ 2,627,483.80	\$ 2,762,798.50	\$ 2,781,589.00	\$ 2,798,765.00	\$ 3,172,393.50	\$ 3,378,807.34

Weaver Brother Construction Co., Inc. submitted the lowest qualified bid price of **\$2,762,798.50**. Their bid included the necessary certifications, bid bond, and statement of qualifications.

To the best of our knowledge, there are no outstanding legal issues or circumstances that would disqualify Weaver Brothers from being awarded the contract to undertake this project. Weaver Brothers has worked on other New Hampshire DOT projects. Weaver Brothers does not have a DUNS number and is therefore not listed on SAM.gov. They have provided the required Certification Regarding Debarment and Suspension (Non-Procurement) per the New Hampshire Block Grant Program. This certification is attached to this letter and shall also be attached to all future requests for reimbursement under the subject project.

Weaver Brother's bid was 5.15% higher than the engineer's estimate, which is within the acceptable variance.

Based on the above, our recommendation is to award the project to Weaver Brothers Construction Co. Should you have any questions regarding this project, please do not hesitate to contact us at 603.518.1775.

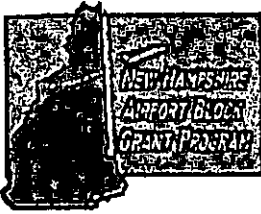
Sincerely,

John Pelletier  
 Project Engineer

Attachments: Bid Review sheet  
 Certification Regarding Debarment and Suspension (Non-Procurement)  
CC: Carol Niewola, PE, CM – NHDOT  
 John Gorham, PE – Jacobs PM



ITEM NO.	DESCRIPTION	UNIT	BID QTY	Engineer's Estimate		Weaver Bros. Const. Co., Inc.		Morris Construction Inc.		Jeremy Nitz Excavating Inc.		Barnett		NO Estimate	
				Unit \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	Unit \$	TOTAL
P-203-1	Emulsified Asphalt Tack Coat	GAL	250	\$3.50	\$875.00	\$4.80	\$1,200.00	\$4.50	\$1,125.00	\$3.50	\$875.00	\$3.50	\$875.00	2.00	\$50.00
P-270-1	Permanent Paint Markings	SF	80	\$3.00	\$270.00	\$4.40	\$352.00	\$5.00	\$400.00	\$4.00	\$320.00	\$4.00	\$320.00	4.00	\$360.00
P-470-3	Temporary Paint Markings	SF	80	\$1.00	\$80.00	\$2.75	\$220.00	\$3.00	\$270.00	\$2.50	\$200.00	\$3.00	\$270.00	4.00	\$360.00
T-801-1	Seed with Mulch	SY	530	\$0.60	\$318.00	\$0.45	\$238.50	\$0.40	\$212.00	\$0.50	\$265.00	\$0.50	\$265.00	1.00	\$50.00
T-803-1	Topsoil	SY	530	\$3.00	\$1,590.00	\$1.80	\$954.00	\$4.45	\$2,358.50	\$2.00	\$1,060.00	\$1.50	\$795.00	5.00	\$7,850.00
C-108-3	1/2" #4 800V Cable	LF	245	\$2.50	\$612.50	\$1.90	\$465.50	\$1.75	\$428.75	\$2.75	\$676.25	\$3.00	\$735.00	7.00	\$4,475.00
L-110-1	2" PVC Ornd. Buried Conduit	LF	80	\$4.00	\$320.00	\$1.00	\$80.00	\$9.00	\$720.00	\$12.00	\$960.00	\$10.00	\$800.00	20.00	\$1,200.00
					\$178,727.88		\$218,829.88		\$198,934.88		\$184,258.88		\$184,188.88		\$28,688.78
Additive Alternates #2															
Q-007-1	As-Built Drawings and Survey	LS	1	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	7.757.00	\$7,757.00
C-102-2	Inlet Protection	EA	7	\$150.00	\$1,050.00	\$68.00	\$476.00	\$110.00	\$770.00	\$100.00	\$700.00	\$200.00	\$1,400.00	1.788.00	\$1,232.00
C-102-3	Storm Weights	LF	200	\$7.75	\$1,550.00	\$8.50	\$1,700.00	\$5.25	\$1,050.00	\$4.00	\$800.00	\$15.00	\$3,000.00	1.800.00	\$1,440.00
C-102-4	Curb Weather Stabilization	SY	12,240	\$0.55	\$6,732.00	\$0.45	\$5,508.00	\$0.50	\$6,120.00	\$0.50	\$6,120.00	\$0.70	\$8,568.00	1.00	\$12,240.00
D-701-1	12 inch RCP	LF	80	\$60.00	\$4,800.00	\$42.00	\$3,360.00	\$42.00	\$3,360.00	\$48.00	\$3,840.00	\$52.00	\$4,160.00	85.00	\$5,200.00
D-701-2	15 inch RCP	LF	810	\$65.00	\$52,650.00	\$45.50	\$36,735.00	\$48.00	\$38,880.00	\$68.00	\$54,960.00	\$58.00	\$46,940.00	85.00	\$38,850.00
D-701-3	18 inch RCP	LF	830	\$73.00	\$60,510.00	\$48.50	\$40,205.00	\$52.00	\$43,160.00	\$73.00	\$60,510.00	\$68.00	\$56,424.00	73.00	\$45,960.00
D-701-4	24 inch RCP	LF	830	\$48.00	\$39,840.00	\$61.00	\$50,610.00	\$64.00	\$53,120.00	\$81.00	\$67,230.00	\$88.00	\$72,924.00	82.00	\$31,680.00
D-751-1	4 Foot Diameter Catch Basin	EA	8	\$4,000.00	\$32,000.00	\$5,100.00	\$40,800.00	\$5,800.00	\$46,400.00	\$5,500.00	\$44,000.00	\$6,500.00	\$52,000.00	8.178.00	\$32,752.00
D-751-2	4 Foot Diameter Manhole	EA	1	\$4,000.00	\$4,000.00	\$4,750.00	\$4,750.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00	5.958.00	\$5,958.00
D-751-4	8 Foot Diameter Catch Basin	EA	2	\$5,000.00	\$10,000.00	\$7,500.00	\$15,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$10,000.00	\$20,000.00	8.854.00	\$17,912.00
P-101-2	Remove Existing Drainage Pipe	LF	1,780	\$15.50	\$27,590.00	\$8.25	\$14,615.00	\$13.00	\$23,140.00	\$10.00	\$17,800.00	\$10.00	\$17,800.00	1.128.00	\$7,360.00
P-101-3	Remove Existing Drainage Structures	EA	5	\$470.00	\$2,350.00	\$275.00	\$1,375.00	\$480.00	\$2,400.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	1.128.00	\$5,440.00
P-152-1	Unexcavated Excavation	CY	4,820	\$8.50	\$40,970.00	\$9.50	\$45,790.00	\$8.00	\$38,560.00	\$10.00	\$48,200.00	\$8.00	\$38,560.00	1.128.00	\$7,440.00
P-152-2	Excavation In-Pace	CY	400	\$5.00	\$2,000.00	\$7.50	\$3,000.00	\$3.00	\$1,200.00	\$6.00	\$2,400.00	\$3.00	\$1,200.00	22.00	\$9,000.00
P-154-1	Suppess	CY	40	\$30.00	\$1,200.00	\$38.00	\$1,520.00	\$32.00	\$1,280.00	\$48.00	\$1,920.00	\$38.00	\$1,520.00	38.00	\$1,520.00
P-208-1	Crushed Aggregate Base Course	CY	20	\$45.00	\$900.00	\$54.00	\$1,080.00	\$30.00	\$600.00	\$40.00	\$800.00	\$30.00	\$600.00	40.00	\$800.00
P-401-1	Asphalt Surface Course	TON	30	\$90.00	\$2,700.00	\$75.00	\$2,250.00	\$75.00	\$2,250.00	\$70.00	\$2,100.00	\$80.00	\$2,400.00	180.00	\$4,800.00
P-802-1	Emulsified Asphalt Prime Coat	GAL	30	\$2.50	\$75.00	\$44.00	\$1,320.00	\$3.20	\$96.00	\$4.00	\$120.00	\$3.00	\$90.00	5.00	\$150.00
P-803-1	Emulsified Asphalt Tack Coat	GAL	30	\$3.50	\$105.00	\$44.00	\$1,320.00	\$4.00	\$120.00	\$5.00	\$150.00	\$4.00	\$120.00	4.00	\$140.00
T-801-1	Seed with Mulch	SY	12,240	\$0.80	\$9,792.00	\$0.45	\$5,508.00	\$0.40	\$4,896.00	\$0.50	\$6,120.00	\$0.50	\$6,120.00	1.00	\$12,240.00
T-803-1	Topsoil	SY	12,240	\$3.00	\$36,720.00	\$1.80	\$22,032.00	\$3.00	\$36,720.00	\$2.25	\$27,540.00	\$1.50	\$18,360.00	5.00	\$61,200.00
					\$18,378.88		\$28,478.88		\$28,834.88		\$43,138.88		\$48,548.88		\$48,788.88
Total (Base Bid, Additive Alternates #1, Additive Alternates #2)					\$1,827,483.88		\$1,742,788.88		\$1,781,589.88		\$1,798,788.88		\$1,172,393.88		\$1,378,887.34



Airport Name: <u>Laconia Municipal Airport</u>
Airport Project Number: <u>SBG-09-14-2018</u>

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (NON-PROCUREMENT) - 2 CFR Part 180 & 2 CFR Part 1200)**


The contract agreement that resulted from the solicitation for this Project is a "covered transaction" as defined by 2 CFR Part 180. The firm must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended any Federal department or agency from participation in this transaction. The firm further agrees to comply with 2 CFR Part 1200 and 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction."

**Certification Statement -**

As a "covered transaction" under 2 CFR Part 180, the firm:

1. Certifies by submission of their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
2. Agrees to comply with 2 CFR Part 1200 and 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction." As such, the firm must verify each lower tier participant of a "covered transaction" under the Project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:
  - a. Checking the Exclusion Extract located on the System for Award Management (SAM) at <http://sam.gov>,
  - b. Collecting a certification statement similar to paragraph (1) above, and/or
  - c. Inserting a clause or condition in the covered transaction with the lower tier contract to ensure that the lower tier contractor is not debarred or excluded from participation in federally assisted projects

If it is later determined that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the airport sponsor, New Hampshire Department of Transportation, or the Federal Aviation Administration may pursue any available remedy, including suspension and debarment. By signing below, the firm agrees with the terms of this certification statement.

Weaver Bros. Construction Co., Inc.	
Firm Name	
	1/29/19
Signature of Firm Representative	Date
Peter Bates	
Printed Name of Firm Representative	



U.S. Department  
of Transportation  
Federal Aviation  
Administration

AVIATION BLOCK GRANT PROGRAM  
GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>JUL 27 2015</u>
Block Grant Number	<u>n/a</u>
AIP Grant Number	<u>3-33-SBGP-021-2015</u>
DUNS Number	<u>808591697</u>

TO: State of New Hampshire  
(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated May 1, 2015 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., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application (*excluding* the "Statewide ARFF Upgrades and Equipment" project mentioned in the Block Grant Application);

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application and the Grant Assurances dated April 3, 2014, acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$2,022,238. Of this amount a minimum of \$2,022,238 must be expended for projects at airports as prescribed in the conditions.

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

#### CONDITIONS

1. Grant Amendments: Future grant amendments may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act.
2. Ineligible or Unallowable Costs: The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. Determining the Final Federal Share of Costs: The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's 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 State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
5. Amendments or Withdrawals before Grant Acceptance: The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
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 projects unless this offer has been accepted by the State on or before August 21, 2015 or such subsequent date as may be prescribed in writing by the FAA.
7. Improper Use of Federal Funds: The State 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 projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State 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 State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.



8. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
9. Required Federal Provisions. The State agrees that all subgrants will include the required federal contract provisions.

10. Nonprimary Entitlement Funds.

\$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000

ASH, Bolre Field, Nashua, NH, \$150,000

LCI, Laconia Municipal Airport, Gilford, NH, \$150,000

DAW, Skyhaven Airport, Rochester, NH, \$150,000

HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000

CNH, Claremont Municipal Airport, Claremont, NH, \$150,000

CON, Concord Municipal Airport, Concord, NH, \$150,000

BML, Berlin Regional Airport, Milan, NH, \$150,000

5B9, Dean Memorial Airport, North Haverhill, NH, \$150,000

11. State Apportionment.

\$ 672,238 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

12. Trafficking In Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) or any entity other than a State, a local government, an Indian tribe, or a foreign public entity are:
1. 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
    - b. 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.

**13. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**14. Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".

**15. Suspension or Debarment.** The State must inform the FAA when the State suspends or debar a contractor, person, or entity.

**16. System for Award Management (SAM) Registration And Universal Identifier.**

- A. The System for Award Management (SAM) incorporated the Central Contractor Registration (CCR): SAM is the official United States Government system into which an entity must provide

Information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- B. Requirement for System for Award Management (SAM): Unless the State is exempted from this requirement under 2 CFR 25.110, the State must maintain their information current in the SAM until the State submits the final financial report required under this grant or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.
  - C. Requirement for Data Universal Numbering System (DUNS) Numbers:
    - 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
    - 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
17. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
18. Reporting Subgrants and Executive Compensation.
- A. State Reporting Requirements of Subgrants.
    - 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
    - 2. The State must report each subgrant to <http://www.fsrs.gov>.
    - 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
    - 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
  - B: State Reporting Total Compensation of State Executives.
    - 1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
      - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
      - b. In the preceding fiscal year, the State received—

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
  - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. The State must report its executive total compensation:
- a. As part of the State's registration profile at <http://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
- a. In the subrecipient's preceding fiscal year, the subrecipient received—
    - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
    - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
    - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
- a. To the State.

- b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

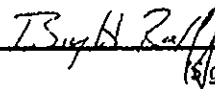
- 1. Subgrants, and
- 2. The total compensation of the five most highly compensated executives of any subrecipient.

19. Exhibit "A" Property Map. The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

---

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division

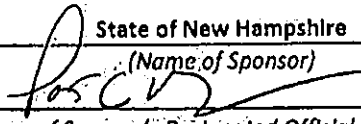
(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant 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 Block Grant Application.

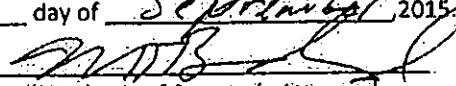
I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 8th day of September, 2015.

State of New Hampshire  
 \_\_\_\_\_  
 (Name of Sponsor)  
  
 \_\_\_\_\_  
 (Signature of Sponsor's Designated Official Representative)  
 By: Patricia C. Herlihy  
 \_\_\_\_\_  
 (Typed Name of Sponsor's Designated Official Representative)  
 Title: Director of ACCOUNTS, Rail and Transit  
 \_\_\_\_\_  
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY  
 I, Matthew T. Brault acting as Attorney for the State do hereby certify:  
 \_\_\_\_\_  
 (Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH this 8 day of September, 2015.  
 By:   
 \_\_\_\_\_  
 (Signature of Sponsor's Attorney)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AVIATION BLOCK GRANT PROGRAM  
GRANT AGREEMENT  
PART I – OFFER**

Date of Offer	<b>AUG 02 2017</b>
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-025-2017
DUNS Number	808591697

**TO:** State of New Hampshire  
(herein called the "State")

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

**WHEREAS**, the State has submitted a Block Grant Application dated June 30, 2017 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., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

**WHEREAS**, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

**NOW THEREFORE**, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES** to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$2,177,659.

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

**CONDITIONS**

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement in all subawards (subgrants) made under this grant that includes a start date and end date.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.

- A. Assurances: Airport Sponsors (March 2014), or
- B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
- C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (1/24/2017).

3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's 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.

6. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with



this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before September 1, 2017 or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State 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 projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State 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 State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.** \$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.  
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000  
 ASH, Boire Field, Nashua, NH, \$150,000  
 LCI, Laconia Municipal Airport, Gilford, NH, \$150,000  
 DAW, Skyhaven Airport, Rochester, NH, \$150,000  
 HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000  
 CNH, Claremont Municipal Airport, Claremont, NH, \$150,000  
 CON, Concord Municipal Airport, Concord, NH, \$150,000  
 BML, Berlin Regional Airport, Milan, NH, \$150,000  
 5B9, Dean Memorial Airport, North Haverhill, NH, \$150,000

**13. State Apportionment.**

\$827,659 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

**14. Trafficking in Persons.**

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
  2. Procure a commercial sex act during the period of time that this award is in effect; or
  3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - a. Associated with performance under this award; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

**15. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
17. **Audits for Public Sponsors.**
- A. Provide for an audit in accordance with 2 CFR § 200.501.
  - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
  - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
  - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
18. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
    1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
    2. Suspends or debar a contractor, person or entity.
  - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
    1. Verify the non-federal entity is eligible to participate in this Federal program by:
      - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
      - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
      - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
    2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
19. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain

the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- B. Requirement for Data Universal Numbering System (DUNS) Numbers:
1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
  2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant

20. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

21. Reporting Subgrants and Executive Compensation.

- A. State Reporting Requirements of Subgrants.
1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
  2. The State must report each subgrant to <http://www.fsr.gov>.
  3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
  4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
    - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
    - b. in the preceding fiscal year, the State received—
      - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and

- (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
  - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The State must report its executive total compensation:
- a. As part of the State's registration profile at <http://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
- a. In the subrecipient's preceding fiscal year, the subrecipient received—
    - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
    - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
    - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
- a. To the State.
  - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
- If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
- 1. Subgrants, and
  - 2. The total compensation of the five most highly compensated executives of any subrecipient.

22. Exhibit "A" Property Map. The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
23. Buy American Requirement.
- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does 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 State will require the subrecipient to include in every contract a provision implementing this special condition.
  - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. Small Airport Fund. The source of this grant may include funding from the Small Airport Fund.
25. Employee Protection from Reprisal.
- A. Prohibition of Reprisals –
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal office or employee responsible for oversight of a grant program;
      - v. A court or grand jury;
      - vi. A management office of the grantee or subgrantee; or
      - vii. A Federal or State regulatory enforcement agency.
  - B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - D. Required Actions of the Inspection General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

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The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
\_\_\_\_\_  
(Signature)

**Mary T. Walsh**  
\_\_\_\_\_  
(Typed Name)

**Manager, Airports Division**  
\_\_\_\_\_  
(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant 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 Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 4th day of August, 2017.

State of New Hampshire  
(Name of Sponsor)  
[Signature]  
(Signature of Sponsor's Designated Official Representative)

By: Patrick C. Herlihy  
(Typed Name of Sponsor's Designated Official Representative)  
Director  
Aeronautics, Rail and Transit

Title: \_\_\_\_\_  
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew Broadhead, acting as Attorney for the State do hereby certify:  
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 8 day of August, 2017.

By: [Signature]  
(Signature of Sponsor's Attorney)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.





U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AVIATION BLOCK GRANT PROGRAM  
GRANT AGREEMENT  
PART I – OFFER**

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**JUN 12 2018**

Date of Offer \_\_\_\_\_

Block Grant Number N/A

AIP Grant Number 3-33-SBGP-027-2018

DUNS Number 808591697

**TO:** State of New Hampshire  
(herein called the "State")

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

**WHEREAS**, the State has submitted a Block Grant Application dated April 30, 2018 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., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

**WHEREAS**, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out grant administrative responsibilities for airport planning, development and noise program implementation projects conforming to 49 U.S.C § 47102 and 49 U.S.C. § 47504-47505 as applicable (herein called the "projects"), at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

**NOW THEREFORE**, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES** to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$ 2,166,377.

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

**CONDITIONS**

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement, including start and end dates, in all sub-awards (subgrants) made under this grant agreement. The State must establish subaward period of performance dates in a manner that allows the State to meet the closeout deadline for this agreement, taking into account the time necessary to closeout out all sub-awards covered by this agreement.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
  - A. Assurances: Airport Sponsors (March 2014), or
  - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
  - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (1/24/2017).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's 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.

6. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before **July 20, 2018** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State 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 projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State 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 State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.** \$ 1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000  
ASH, Boire Field, Nashua, NH, \$150,000  
LCI, Laconia Municipal Airport, Gilford, NH, \$150,000  
DAW, Skyhaven Airport, Rochester, NH, \$150,000  
HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000  
CNH, Claremont Municipal Airport, Claremont, NH, \$150,000  
CON, Concord Municipal Airport, Concord, NH, \$150,000  
BML, Berlin Regional Airport, Milan, NH, \$150,000  
SB9, Dean Memorial Airport, North Haverhill, NH, \$150,000

**13. State Apportionment.**

§ 816,377 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

**14. Trafficking In Persons.**

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
  2. Procure a commercial sex act during the period of time that this award is in effect; or
  3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - a. Associated with performance under this award; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

**15. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
- 16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
- 17. **Audits for Public Sponsors.**
  - A. Provide for an audit in accordance with 2 CFR § 200.501.
  - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
  - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
  - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
- 18. **Suspension or Debarment.** The State must:
  - A. Immediately disclose to the FAA whenever the State:
    - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
    - 2. Suspends or debar a contractor, person or entity.
  - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
    - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
      - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
      - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
      - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
    - 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 19. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
  2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.
20. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.
    1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
    2. The State must report each subgrant to <http://www.fsrs.gov>.
    3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
    4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
  - B. State Reporting Total Compensation of State Executives.
    1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
      - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
      - b. in the preceding fiscal year, the State received—
        - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
        - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
        - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

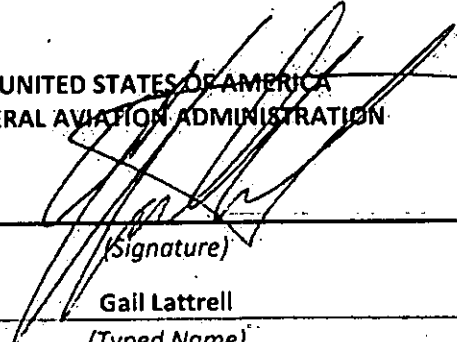
2. The State must report its executive total compensation:
    - a. As part of the State's registration profile at <http://www.sam.gov>.
    - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
    - a. In the subrecipient's preceding fiscal year, the subrecipient received—
      - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
      - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
      - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  2. The subrecipient must report subrecipient executive total compensation:
    - a. To the State.
    - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
- If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
1. Subgrants, and
  2. The total compensation of the five most highly compensated executives of any subrecipient.
22. **Exhibit "A" Property Map**. The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
23. **Buy American Requirement**.
- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does 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 State will require the subrecipient to include in every contract a provision implementing this special condition.

- B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
25. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal office or employee responsible for oversight of a grant program;
    - v. A court or grand jury;
    - vi. A management office of the grantee or subgrantee; or
    - vii. A Federal or State regulatory enforcement agency.
- B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
26. **Land Acquisition.** The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.
- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."



The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



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(Signature)

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Gail Lattrell

(Typed Name)

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**Deputy Director, Airports Division**

(Title)

## PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant 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 Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 15<sup>th</sup> day of JUNE, 2018.

State of New Hampshire

(Name of Sponsor)

[Signature]  
(Signature of Sponsor's Designated Official Representative)

By:

PATRICK C. HERLIHY

(Typed/Printed Name of Sponsor's Designated Official Representative)

Title:

DIRECTOR, DIVISION OF AERONAUTICS, RAIL & TRANSIT

(Title of Sponsor's Designated Official Representative)

## CERTIFICATE OF STATE'S ATTORNEY

I, Allison Greenstein, acting as Attorney for the State do hereby certify: :  
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 22 day of June, 2018.

By:

Allison B. Greenstein

(Signature of Sponsor's Attorney)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AVIATION BLOCK GRANT PROGRAM  
GRANT AGREEMENT  
PART I – OFFER**

Date of Offer JUL 24 2018

Block Grant Number N/A

AIP Grant Number 3-33-SBGP-029-2018

DUNS Number 808591697

**TO:** State of New Hampshire  
(herein called the "State")

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

**WHEREAS**, the State has submitted a Block Grant Application dated June 26, 2018 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., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

**WHEREAS**, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out grant administrative responsibilities for airport planning, development and noise program implementation projects conforming to 49 U.S.C § 47102 and 49 U.S.C. § 47504-47505 as applicable (herein called the "projects"), at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

**NOW THEREFORE**, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES** to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$1,453,363.

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

**CONDITIONS**

1. **Period of Performance:** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement, including start and end dates, in all sub-awards (subgrants) made under this grant agreement. The State must establish subaward period of performance dates in a manner that allows the State to meet the closeout deadline for this agreement, taking into account the time necessary to closeout all sub-awards covered by this agreement.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
  - A. Assurances: Airport Sponsors (March 2014), or
  - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
  - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (2/20/2018).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's 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.
6. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance:** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 24, 2018** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds:** The State 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 projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State 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 State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Discretionary Funds.**  
 \$1,453,363 of the total maximum obligation identified on Page One of this Grant Offer are discretionary funds.  
 The State understands and agrees that these funds will be used at the locations and in the amounts listed below:  

**LCI, Laconia Municipal Airport, Gilford, NH, \$1,453,363 to Extend Taxiway E**

 The amount identified here are in addition to the nonprimary entitlement amounts for this location.
13. **Trafficking In Persons:**
  - A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
    1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
    2. Procure a commercial sex act during the period of time that this award is in effect; or
    3. Use forced labor in the performance of this award or subawards under this award.
  - B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
    1. Is determined to have violated a prohibition in paragraph A of this award term; or
    2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - a. Associated with performance under this award; or

- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
  - C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
  - D. Our right to terminate unilaterally that is described in paragraph A of this section:
    - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.
- 14. **Ban on Texting While Driving.**
  - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
- 15. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
- 16. **Audits for Public Sponsors.**
  - A. Provide for an audit in accordance with 2 CFR § 200.501.
  - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
  - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
  - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
- 17. **Suspension or Debarment.** The State must:
  - A. Immediately disclose to the FAA whenever the State:
    - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;

2. Suspends or debar a contractor, person or entity.
  - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
    1. Verify the non-federal entity is eligible to participate in this Federal program by:
      - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
      - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
      - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
    2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 18. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
    1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
    2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
    3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
  - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.
- 19. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 20. Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.
    1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).

2. The State must report each subgrant to <http://www.fsrs.gov>.
  3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
  4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
    - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
    - b. in the preceding fiscal year, the State received—
      - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
      - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
      - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
  2. The State must report its executive total compensation:
    - a. As part of the State's registration profile at <http://www.sam.gov>.
    - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
    - a. In the subrecipient's preceding fiscal year, the subrecipient received—
      - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
      - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
      - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)



2. The subrecipient must report subrecipient executive total compensation:
  - a. To the State.
  - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
 

If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

  1. Subgrants, and
  2. The total compensation of the five most highly compensated executives of any subrecipient.
21. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
22. **Buy American Requirement:**
  - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does 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 State will require the subrecipient to include in every contract a provision implementing this special condition.
  - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
23. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
24. **Employee Protection from Reprisal:**
  - A. Prohibition of Reprisals –
    1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal office or employee responsible for oversight of a grant program;
      - v. A court or grand jury;
      - vi. A management office of the grantee or subgrantee; or
      - vii. A Federal or State regulatory enforcement agency.

- B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
  - F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
25. **Land Acquisition.** The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.
- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
\_\_\_\_\_  
(Signature)

Gail Lattrell  
\_\_\_\_\_  
(Typed Name)

Deputy Director, Airports Division  
\_\_\_\_\_  
(Title)

PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant 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 Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 24th day of July, 2018.

State of New Hampshire

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

Patrick C. Herlihy

(Typed Name of Sponsor's Designated Official Representative)

Title:

Director of New Hampshire Rail Transit

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Allison Greenstein, acting as Attorney for the State do hereby certify:  
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 6th day of August, 2018.

By: Allison B. Greenstein  
(Signature of Sponsor's Attorney)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**

**PART I – OFFER**

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Date of Offer	February 6, 2019
Airport/Planning Area	Laconia Municipal Airport
State Block Grant Number	SBG 09-14-2018
DUNS Number	86-856-4758

TO: City of Laconia, New Hampshire/Laconia Airport Authority  
(herein called the "Sponsor")

FROM: **The State of New Hampshire** (acting through the New Hampshire Department of Transportation, herein called the "State")

**WHEREAS**, the Sponsor has submitted to the State a Project Application dated February 5, 2019, for a grant of Federal and State funds for a project at or associated with the Laconia Municipal Airport, which as approved by the State, is included as part of this Grant Agreement; and

**WHEREAS**, the State has approved a project for the Laconia Municipal Airport (herein called the "Project") consisting of the following:

Construct, Mark, Drain, Light & Sign Taxiway E Extension (approx. 2,230'x35'); Expand Itinerant Aircraft Parking Apron (approx. 5,904 SY) and Associated Drainage System; Improve Drainage System for Runway 8-26 – Phase II (construction phase services)

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 March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES to pay ninety-five (95%) percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

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

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is \$2,824,247.00.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0.00 for planning

\$2,824,247.00 for airport development or noise program implementation

\$0.00 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is August 5, 2022.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the State to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal and State Share of Costs.** The United States' and State's 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' and State's 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 and State share of costs.
6. **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 United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States and the State 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 **March 6, 2019**, or such subsequent date as may be prescribed in writing by the State.
9. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares 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 and State shares require advance approval by the State.
10. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal and State funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the State, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The State can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The State's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The State can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the State finds it advantageous and in the best interests of the United States and the State.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the State, 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 which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), 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 project.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

## **20. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

## **21. Trafficking in Persons.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to 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). Prohibitions include:
1. 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 and State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA and State 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 or State determines has violated the Prohibitions through conduct that is either:
  - a. Associated with performance under this agreement; or
  - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of paragraph A of this award item.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award item in any subaward you make to a private entity.

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 18, 2018, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**23. Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**24. Availability of Funds.** Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

**25. Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.

**26. Assignment of Interest.** The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.

**27. Entire Agreement.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.

**28. Insurances.** The sponsor shall, at its sole expense, obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:

- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence; and
- B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

The sponsor shall, at its sole expense, require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:

- C. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- D. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do

business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

29. **Public Meeting.** By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.
30. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the State and submit it in final form to the State. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
31. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal and state financial assistance at the airport. The Sponsor further agrees that the program will:
- A. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - B. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - C. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - a. location of all runways, taxiways, and aprons;
      - b. dimensions;
      - c. type of pavement, and;
      - d. year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - a. inspection date;
      - b. location;
      - c. distress types; and
      - d. maintenance scheduled or performed.
    4. Information Retrieval System. The Sponsor must be able to retrieve the information and

records produced by the pavement survey to provide a report to the State as may be required.

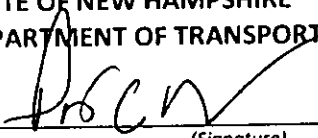
**32. Projects Which Contain Paving Work In Excess Of \$500,000.** The Sponsor agrees to:

- A. Furnish a construction management program to the State prior to the start of construction which details 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 must include as a minimum:
1. 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.
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  4. Qualifications of engineering supervision and construction inspection personnel.
  5. 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.
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the State.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in federal and state participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the State 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.
- D. The State, 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. .

**34. Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

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 State 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 and the New Hampshire Governor and Council's acceptance of this Offer.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
(Signature)


**Patrick C. Herlihy**  
Director  
Aeronautics, Rail and Transit

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title of NHDOT Official)

**Attorney General:** This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.

Dated: March 18, 2019

By:   
\_\_\_\_\_  
Assistant Attorney General

**Secretary of State:** This is to certify that the Governor and Council on \_\_\_\_\_ approved this Agreement.

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

Attest: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Secretary of State

(Title)

**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.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 11<sup>th</sup> day of February, 2019.

Laconia Airport Authority  
*(Name of Sponsor)*

  
*(Signature of Sponsor's Authorized Official)*

By: Edward Engler  
*(Typed Name of Sponsor's Authorized Official)*

Title: Chairman, Laconia Airport Authority/Mayor, City of Laconia  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Paul Fitzgerald, acting as Attorney for the Sponsor do hereby certify:  
*(Typed Name of Sponsor's Attorney)*

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that 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 Laconia (location) this 11 day of February, 2019.

By:   
*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF VOTE**

I, Cheryl Hebert, do hereby certify that I am the City Clerk of the City of Laconia, a municipality in the State of New Hampshire, county of Belknap, in the United States of America. I do further certify that Edward Engler, is Mayor of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality any acts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the City of Laconia on the following date: February 11, 2019.

I further certify that such authority has not been repealed, rescinded or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Laconia on this 11 day of February, 2019.

Cheryl M Hebert  
Signature

City Clerk

\_\_\_\_\_  
Title of Signatory

SEAL

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the State of New Hampshire, county of Belknap, upon this date February 11, 2019, appeared before me Annie Farrington, the above signed officer personally appeared Cheryl Hebert of the City of Laconia, New Hampshire, and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the City of Laconia, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Annie Farrington  
Signature of Notary or Justice of the Peace

Annie Farrington, Notary Public

\_\_\_\_\_  
Name of Notary or Justice of the Peace

**ANNIE DANNIELLE FARRINGTON**  
**NOTARY PUBLIC**  
**State of New Hampshire**  
**My Commission Expires**  
**November 14, 2023**  
\_\_\_\_\_  
Date of Expiration of Commission

SEAL

**CHUBB**

CHUBB  
SPECIALTY CASUALTY - AVIATION  
Energy Centre  
1100 Poydras Street  
Suite 2150  
New Orleans LA 70163

504 310-3600 *main*  
504 310-3610 *fax*  
www.chubb.com

November 16, 2017

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**  
**CERTIFICATE OF INSURANCE (PAGE 1 OF 2)**

**THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER**

**THIS IS TO CERTIFY** that the Insured set forth below is at this date insured with **ACE PROPERTY & CASUALTY INSURANCE COMPANY** as indicated under the Policy described in the following schedule.

**DESCRIPTIVE SCHEDULE**

**Named Insured:** Laconia Airport Authority and the City of Laconia  
**Address:** 65 Aviation Drive, Gilford, New Hampshire 03249  
**Policy Number:** AAP N00975655 012  
**Policy period:** From: March 5, 2017 To: March 5, 2020 (both dates at 12.01 am LST)  
**Location:**  
**Type:** Airport Owners and Operators Liability insurance  
**Limits of insurance:** Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined \$10,000,000. each occurrence/offense, subject to the following limitations:

Products-Completed Operations Aggregate Limit.....	\$10,000,000
Personal Injury and Advertising Injury Aggregate Limit .....	\$10,000,000
Malpractice Aggregate Limit.....	\$10,000,000
Hangarkeepers Limit Any One Occurrence.....	\$10,000,000
Hangarkeepers Limit Any One Aircraft..	\$10,000,000

Aggregate limits shown may have been reduced by paid claims.

**Deductible:** \$1,000 applicable only to Hangarkeepers Liability

**Additional Agreement:** Solely with respect to the agreement between the Named Insured and the **Certificate Holder** shown in this Certificate of Insurance, WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the **Certificate Holder** shown in this Certificate of Insurance as an insured, but only with respect to liability to which the insurance provided under the above Policy applies that is caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "airport operations".



CHUBB

November 16, 2017

**ACE PROPERTY & CASUALTY INSURANCE COMPANY  
CERTIFICATE OF INSURANCE (PAGE 2 OF 2)**

This certificate is issued at the request of the following **Certificate Holder**:

State of New Hampshire, Department of Transportation  
Bureau of Aeronautics  
John O Morton Building  
7 Hazen Drive  
P.O. Box 483  
Concord, New Hampshire 03302 0483

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

By Carol A Orgeron  
(Authorized representative)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRT8_Support@jacobs.com 633 W. Fifth Street  Los Angeles, CA 90071	1-212-948-1306  CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306  NAIC # 22667
INSURED Jacobs Engineering Group Inc.  C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017		

**COVERAGES**

CERTIFICATE NUMBER: 55308086

REVISION NUMBER:

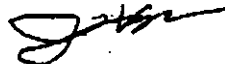
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G71096750	07/01/18	07/01/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25158684	07/01/18	07/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C6479033A (AOS) WCU C64789533 (LA, OH, TX) BCP C64789570 (WI)	07/01/18 07/01/18 07/01/18	07/01/19 07/01/19 07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OFFICE LOCATION: Boston, MA. CONTRACT MGR: Michael Perry. RE: 2015 On-Call Professional Services Agreement. SECTOR: Public. \*\$2,250,000 SIR FOR STATES OF: LA, OH, TX. The State of New Hampshire Department of Transportation is added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. \*THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.\*

**CERTIFICATE HOLDER****CANCELLATION**

Laconia Airport Authority  viation Drive  Gilford, NH 03249  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT**

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 73
Policy Symbol HDO	Policy Number G71096750	Policy Period 07/01/2018 TO 07/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EXCESS COMMERCIAL GENERAL LIABILITY POLICY  
BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

*(name and address of additional insured)*

State of New Hampshire Department of Transportation

**ADDITIONAL INSURED**

It is agreed that the entity shown in the Schedule, its Officers, Employees, and Agents are named as Additional Insureds with respect to the operations and activities of the Named Insured.

**PRIMARY INSURANCE**

Insurance provided by this policy shall be primary insurance and no other insurance or self insured retention carried or held by the Scheduled Entity shall be called upon to contribute to a loss covered by insurance for the named insured.

**CANCELLATION CLAUSE**

Thirty (30) days written notice shall be given to the Scheduled Entity in the event of cancellation and/or reduction in limits or coverage.

**SEVERABILITY OF INTEREST**

This insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of liability of the insuring company.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy (ies) to which this endorsement applies.

In no event shall the insurance provided exceed the scope of coverage and/or limits required by written contract or agreement.

All other terms and conditions of this policy remain the same.

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY**

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H25158684	Policy Period 07/01/2018 TO 07/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
- i. The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, appearing to be 'C. P. R.', positioned above a horizontal line.

Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured JACOBS ENGINEERING GROUP INC. 00 WILSHIRE BOULEVARD, SUITE 1000 LOS ANGELES CA 90017	Endorsement Number
	Policy Number  Symbol: WLR      Number: C647033A
Policy Period 07-01-2018      TO      07-01-2019	Effective Date of Endorsement 07-01-2018
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
  - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

  
 \_\_\_\_\_  
 Authorized Representative

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s): E: Other (specify) _____ * Other (Specify): Re-Bid _____
* 3. Date Received: _____	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: NH SBG-09-14-2018	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: Laconia Municipal Airport		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-0443324	* c. Organizational DUNS: 8685647580000	
d. Address:		
* Street1: 65 Aviation Drive	Street2: _____	
* City: Gilford	County/Parish: Belknap	
* State: _____	NH: New Hampshire	
Province: _____	Country: USA: UNITED STATES	
* Zip / Postal Code: 03249-6808		
e. Organizational Unit:		
Department Name: _____	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Marv	
Middle Name: _____		
* Last Name: Everson		
Suffix: _____		
Title: Airport Manager		
Organizational Affiliation: Laconia Municipal Airport		
* Telephone Number: 603-524-5003	Fax Number: 603-528-0428	
* Email: marv.everson@laconiaairport.com		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

**CFDA Title:**

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

20.106

**\* Title:**

Airport Improvement Program

**13. Competition Identification Number:**

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Gilford - Belknap - New Hampshire.PNG

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Construction, construction administration and resident engineering for; 1) Extension of Taxiway E; 2) Expansion of Itinerant Aircraft Parking Apron; and 3) Improvement to Existing Runway 8 Drainage.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\* a. Start Date:

\* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,675,602.00"/>	✓
* b. Applicant	<input type="text" value="148,645.00"/>	✓
* c. State	<input type="text" value="148,645.00"/>	✓
* d. Local	<input type="text" value="0.00"/>	
* e. Other	<input type="text" value="0.00"/>	
* f. Program Income	<input type="text" value="0.00"/>	
* g. TOTAL	<input type="text" value="2,972,892.00"/>	✓

*CE*

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

- Yes
- No

If "Yes", provide explanation and attach

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.

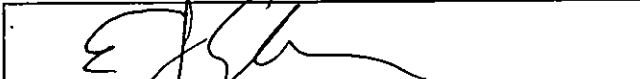
Authorized Representative:

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:

**Application for Federal Assistance (Development and Equipment Projects)**

**PART II – PROJECT APPROVAL INFORMATION**

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**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 land is designated in the 2015 Airport Master Plan Update to be used for a taxiway.

**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 the Grant Assurances, 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. CIP and 2015 Master Plan Update.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Not Applicable. This project does not affect the community.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Laconia Airport Authority has been notified about the project.

**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.

Not Applicable.

**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.

Not Applicable.

**PART II – SECTION C (Continued)**

**9. 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.

**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". [1]

The sponsor owns fee title, without adverse interests, all land being used as part of this project. The Airport's Exhibit A plan is provided in the attachments.

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". [1]

Not Applicable. No land acquisition required for the project.

(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". [1]

Not Applicable. No land acquisition required for the project.

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<sup>1</sup> State the 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 III – BUDGET INFORMATION – CONSTRUCTION**

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,001
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			208,092
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			2,762,799
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 2,972,892
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			2,972,892
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 2,972,892
19. Federal Share requested of Line 18			2,675,602
20. Grantee share			148,645
21. Other shares			148,645
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 2,972,892

<b>SECTION C – EXCLUSIONS</b>	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	<b>\$ 0</b>

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	148,645
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	<b>\$ 148,645</b>
<b>25. Other Shares</b>	<b>Amount</b>
a. State	148,645
b. Other	
c. <b>TOTAL - Other Shares</b>	<b>\$ 148,645</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 297,290</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking
<b>AIRPORT:</b> Laconia Municipal Airport
<b>1. Objective:</b>  Construct an extension to Taxiway E approximately 2,230' +/- long by 35' wide; improve the drainage adjacent to the existing abandoned runway and adjacent to the Taxiway E extension project; improve drainage serving Runway 8 south of Taxiway A; and expand the itinerant aircraft parking apron by 5,904 +/- square yards.
<b>2. Benefits Anticipated:</b>  Aircraft that access the existing hangars to the north of the airport, operate on the 70-plus year old pavements and adjacent to failed drainage structures. The extension of Taxiway E will allow aircraft accessing the existing hangar development on the north side of the airport to operate on FOD free pavements and over a competent drainage system. The Runway 8 drainage improvements ensures the drainage serving Runway 8 continues to drain storm water off the runway. The Itinerant Parking apron provides additional peak period parking positions.
<b>3. Approach:</b> (See approved Scope of Work in Final Application)  The design was completed in March 2017. The project was bid in April 2017. Discretionary funding was not available in FY2017 to fund the construction portion of the project. Therefore, the project grant application was broken into two separate applications; "Phase 1 - Design Only" was submitted in FY2017. "Construction Only" was submitted for FY2018. The contractor was not able to hold the bid prices when the contract was awarded in September 2018.  The project was re-bid in January 2019. The re-bid construction amounts, along with administrative and engineering costs are re-submitted by this grant application against the 2018 grant.
<b>4. Geographic Location:</b>  Gilford, NH
<b>5. If Applicable, Provide Additional Information:</b>  See Part IV - Supplemental Program Narrative Statement.
<b>6. Sponsor's Representative:</b> (include address & telephone number)  Marv Everson, Airport Manager 65 Aviation Drive, Gilford, NH 03249 (603-524-5003)



**Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT**  
Application for Federal Assistance

**Construct Taxiway E Extension 2,230' +/- x 35' Wide  
Improve Taxiway E & Runway 8 Drainage  
Expand Itinerant Apron Parking 5,904 +/- Square Yards**

**Laconia Municipal Airport  
Gilford, NH**

**SBG-09-14-2018**

**GENERAL PROJECT DESCRIPTION**

The project will construct the following: 1) a 2,230' +/- x 35' wide extension to Taxiway E to the east of the existing abandoned runway to provide access to the existing and future hangar developments on the north side of the airport; 2) improvements to 3,500'+/- of failing drainage adjacent to the proposed Taxiway E extension and the abandoned runway; 3) improvements to 50'+/- of failing drainage serving Runway 8; and 4) a 5,904 +/- square yards expansion to the Itinerant Parking apron that will add 17 new aircraft parking positions to improve capacity during peak aircraft parking demand periods.

**DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS**

**Administrative:**

The grant includes fees for administrative activities required during the construction phases of the project, as well as administrative fees required for the project sponsor.

**Construction Administration, Resident Engineering and Material Testing:**

The grant includes expenses associated with the administration of the construction of the project, the cost of an engineer being present in the field during construction and material acceptance testing required by the FAA specifications.

**Construction:**

The grant includes construction expenses for all activities incidental to the construction of the taxiway extension, improvements to the drainage system and expansion of the apron parking area. The bid tabulation is provided in Appendix 6. Weaver Brothers Construction Co., Inc. is the apparent low bidder.

**Certification for Contracts, Grants, Loans and Cooperative Agreement Form** – See Attached.

**Project Sketches** – See sketch included with the Engineer's design scope included in Appendix 4.

**Grant Assurances** – See Appendix 2.

**Sponsor Certification Forms** – See Appendix 1.

**TOTAL PROJECT COST – REFER TO ATTACHED WORKSHEETS FOR FUNDING**

The project costs are summarized below:

**Base Bid & Alternates 1 and 2:**

Administration Expense – Airport (Mailings, legal reviews, etc...)	\$2,001.00
Construction Administrative, Resident Engineering & Material Testing Fees - Jacobs	\$208,092.00
Construction – Weaver Brothers Construction Co., Inc.	\$2,762,799.00
<b>TOTAL</b>	<b>\$2,972,892.00</b>

The project funding shall be broken out as described below:

Federal Share (90%)	\$2,675,602.00
Sponsor Share (5%)	\$148,645.00
State Share (5%)	\$148,645.00
<b>TOTAL</b>	<b>\$2,972,892.00</b>

**PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)**

Design .....	Completed Winter 2018
Bidding.....	Completed Winter 2019
Construction.....	July 2019 - October 2019

**Statement on Disadvantaged Business Enterprise (DBE) Status:**

The Airport has established a federal FY 2018-2020 goal of 1.65%.

**Statement on User Coordination:**

The Laconia Airport Authority was informed of the project at the Airport Authority meetings. The airport users will be notified once a construction start date has been determined.

**Intergovernmental Review:**

For airport improvement projects wholly contained within the airport's property boundaries, FAA has an exemption from the E.O. 12372 Intergovernmental Review Process. This project is wholly contained on the airport.

**Section 106 of The National Historic Preservation Act:** See attached coordination letter.

**USF&W Coordination:** See attached USF&W coordination letter. A Biological Assessment was conducted for the Small Whorled Pogonia on July 12, 2017 based on a finding from the USF&W IPaC Trust Resource Report. The Assessment found no evidence of the Pogonia in the project area. See attached Assessment.

**Environmental Status:**

FAA Order 1050.1F Sections 5.6.4.e categorically excludes this project. In addition, there are no extraordinary circumstances per paragraph 5-2 for the project.

**Exhibit "A" Statement:**

The Exhibit "A" Property Map is dated January 18, 2018. The map was revised based on two 2017 land releases and submitted to the FAA in January 2018. The PDF of the map was sent to NHDOT in January 2018. The Exhibit "A" Property Map is attached in Appendix 5. Two (2) D-size copies of the Exhibit "A" Property Map are enclosed that will be provided to NHDOT.

Certification of Contracts, Grants, Loans, and Cooperative Agreements


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Date: 2/5/19

Edward Engler  
Name of Airport Sponsor

  
Signature of Authorized Official

Mayor, City of Laconia NH  
Title of Authorized Official

## Gorham, John

---

**From:** Niewola, Carol <Carol.Niewola@dot.nh.gov>  
**Sent:** Wednesday, December 21, 2016 2:34 PM  
**To:** marv.everson@laconiaairport.com; Gorham, John  
**Cc:** Hunt, Rita  
**Subject:** LCI: Taxiway 'E' SHPO response  
**Attachments:** scan of LCI RPR response for doing soil borings.pdf

Marv and John,

Attached is SHPO's comment on the submitted Request for Project Review under Section 106 of the Historic Preservation Act. Edna Feightner noted in the comments that there are no archaeological issues to be concerned with in the project area. Laura Black, however, noted "A better understanding of the potential for the airport to be eligible [for listing on the National Register of Historic Places], and what would contribute to it, would be helpful in an assessment of effect."

I've spoken with Jillian Edelman here at NHDOT/Bureau of Aeronautics about Laura's vague comment. I know that you've already submitted the engineering fee for negotiations and concurrence, but unless we're going to do the following in the EA project, could we add it to the Taxiway 'E' project:

*Prepare a technical memo for submission to NHDHR/SHPO via NHDOT/Bureau of Aeronautics that summarizes the significant infrastructure developments that made the airport what it is today. Include in this memo aerial photos or other photos of the airport that document the airport's changes over time. Include a summary of the history of the airport such as significant events or people, if any, that may have contributed to the airport being the way it is today. This is not intended to be an Area Inventory Form, but merely a summary technical memo. A minimum of three hardcopies are need (not on any special paper); one each for SHPO, Bureau of Environment and Bureau of Aeronautics.*

We should talk some more to see what is really possible/fundable and if it will meet Laura's request for "a better understanding."



Carol L. Niewola, PE, CM, Senior Aviation Planner

NHDOT/Bureau of Aeronautics, 7 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483

O 603-271-1675 | C 603-419-0683 | F 603-271-1689 | [cniewola@dot.state.nh.us](mailto:cniewola@dot.state.nh.us)

<http://www.nh.gov/dot/org/aerorailtransit/aeronautics/index.htm>

*Supporting New Hampshire Aviation Since 1941*

Please mail 2 copies of the completed form and required material to:

Cultural Resources Staff  
Bureau of Environment  
NH Department of Transportation  
7 Hazen Drive  
Concord, NH 03302

RECEIVED

DEC 20 2016

RECEIVED

DEC 12 2016

NH AERONAUTICS

Request for Project Review by the  
New Hampshire Division of Historical Resources  
for Transportation Projects

DHR Use Only	8255
R&C #	
Log In Date	___/___/___
Response Date	___/___/___
Sent Date	___/___/___

- This is a new submittal.
- This is additional information relating to DHR Review and Compliance (R&C)#:

<b>GENERAL PROJECT INFORMATION</b>
DOT Project Name & Number    Taxiway E Extension & Drainage Improvements (SBG 09-13-2017)
Brief Descriptive Project Title    Construct, mark, light, sign & improve drainage to an extension to Taxiway E 2300 +/- foot long by 35' wide; Expand the Itinerant Apron 6135+/- square yards; and Improve a 50+/- foot portion of the Runway 8 drainage system.
Project Location    Laconia Municipal Airport
City/Town    Gilford
Lead Federal Agency and Contact (if applicable)    FAA through NHDOT (Carol Niewola, PE, CM) (Agency providing funds, licenses, or permits)
Permit Type and Permit or Job Reference #    SBG 09-13-2017
DOT Environmental Manager (if applicable)
<b>PROJECT SPONSOR INFORMATION</b>
Project Sponsor Name    Laconia Airport Authority
Mailing Address    65 Aviation Drive    Phone Number    603.524.5003
City    Gilford    State    NH    Zip    03429    Email    marv.overson@laconiaairport.com
<b>CONTACT PERSON TO RECEIVE RESPONSE</b>
Name/Company    Carol Niewola, PE, CM/NHDOT
Mailing Address    7 Hazen Drive    Phone Number    6032711675
City    Concord    State    NH    Zip    03302    Email    carol.niewola@dot.nh.gov

This form is updated periodically. Please download the current form at <http://www.nh.gov/nhdhrl/review>. Please refer to the Request for Project Review for Transportation Projects Instructions for direction on completing this form. Submit 2 copies of this project review form for each project for which review is requested. Include 1 self-addressed stamped envelope to expedite review response. Project submissions will not be accepted via facsimile or e-mail. This form is required. Review request form must be complete for review to begin. Incomplete forms will be sent back to the applicant without comment. Please be aware that this form may only initiate consultation. For some projects, additional information will be needed to complete the Section 106 review. All items and supporting documentation submitted with a review request, including photographs and publications, will be retained by the DOT and the DHR as part of its review records. Items to be kept confidential should be clearly

identified. For questions regarding the DHR review process and the DHR's role in it, please visit our website at: <http://www.nh.gov/nhdhr/review> or contact the R&C Specialist at [christina.st.louis@dcr.nh.gov](mailto:christina.st.louis@dcr.nh.gov) or 603.271.3558.

**PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION**

Project Boundaries and Description

- Attach the relevant portion of a 7.5' USGS Map (photocopied or computer-generated) indicating the proposed area of potential effect (APE). (See RPR for Transportation Projects Instructions and R&C FAQs for guidance. Note that the APE is subject to approval by lead federal agency and SHPO.)
- Attach a detailed narrative description of the proposed project.
- Attach current engineering plans with tax parcel, landscape, and building references, and areas of proposed excavation, if available.
- Attach photos of the project area/APE with mapped photo key (overview of project location and area adjacent to project location, and specific areas of proposed impacts and disturbances.) (Blank photo logs are available on the DHR website. Informative photo captions can be used in place of a photo log.)
- A DHR file review must be conducted to identify properties within or adjacent to the APE. Provide file review results in Table 1. (Blank table forms are available on the DHR website.)  
File review conducted on 12/01/2016.\*

\*The DHR recommends that all survey/National Register nomination forms and their Determination of Eligibility (green) sheets are copied for your use in project development.

Architecture

Are there any buildings, structures (bridges, walls, culverts, etc.) objects, districts or landscapes within the APE?  Yes  No

If no, skip to Archaeology section. If yes, submit all of the following information:

- Attach completed Table 2.
- Photographs of each resource or streetscape located within the APE. Add to the mapped photo key and photo log noted above. (Digital photographs are accepted. All photographs must be clear, crisp and focused.)
- Copies of National Register boundary (listed or eligible) mapping, and add National Register boundaries for listed and eligible properties to the 7.5' USGS project map (if applicable).

Archaeology

Does the proposed undertaking involve ground-disturbing activity?  Yes  No

If yes, submit all of the following information:

- Description of current and previous land use and disturbances.
- Available information concerning known or suspected archaeological resources within the project area (such as cellar holes, wells, foundations, dams, etc.)

Please note that for many projects an architectural and/or archaeological survey or other additional information may be needed to complete the Section 106 process.

**AGENCY COMMENT**

*This Space for DOT and Division of Historical Resources Use Only*

Sent to DHR; Authorized DOT Signature: Sheila Chenevix Date: 12/9/2016

- Insufficient information to initiate review.
- Additional information is needed in order to complete review.

Comments: No archaeological issues

Lacoma Airport has not yet been surveyed, so it is unknown whether the property as a whole constitutes an eligible historic district. For this form, at least one element - the runway in question - existed prior to 1947. A better understanding of the potential for the airport to be eligible - and what would contribute to it - would be helpful in an assessment of effect.

**If plans change or resources are discovered in the course of this project, you must contact the Division of Historical**



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
New England Ecological Services Field Office  
70 COMMERCIAL STREET, SUITE 300  
CONCORD, NH 03301  
PHONE: (603)223-2541 FAX: (603)223-0104  
URL: [www.fws.gov/newengland](http://www.fws.gov/newengland)

Consultation Code: 05EINE00-2017-SLI-0359

November 25, 2016

Event Code: 05EINE00-2017-E-00423

Project Name: Laconia Airport - Taxiway E Extension, Expand Itinerant Parking and Drainage Improvements

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(c) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment





United States Department of Interior.  
Fish and Wildlife Service

Project name: Laconia Airport - Taxiway E Extension, Expand Itinerant Parking and Drainage Improvements

## Official Species List

### Provided by:

New England Ecological Services Field Office  
70 COMMERCIAL STREET, SUITE 300  
CONCORD, NH 03301  
(603) 223-2541  
<http://www.fws.gov/newengland>

**Consultation Code:** 05E1NE00-2017-SLI-0359

**Event Code:** 05E1NE00-2017-E-00423

**Project Type:** TRANSPORTATION

**Project Name:** Laconia Airport - Taxiway E Extension, Expand Itinerant Parking and Drainage Improvements

**Project Description:** Extend Taxiway E (2300'+/-), Expand Itinerant Parking Apron (6135 SY +/-), Improve Drainage (4100' +/-)

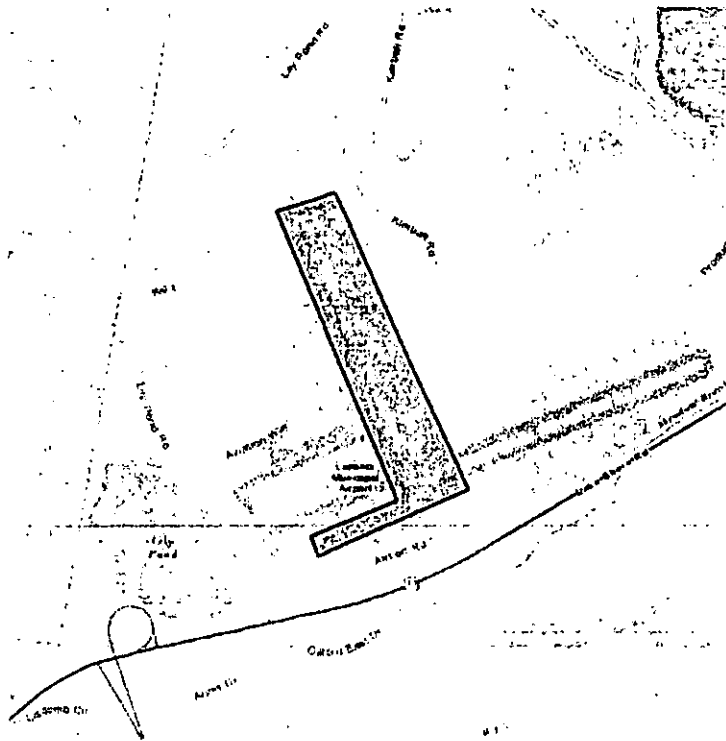
**Please Note:** The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your previous Official Species list if you have any questions or concerns.



United States Department of Interior  
Fish and Wildlife Service

Project name: Laconia Airport - Taxiway E Extension, Expand Itinerant Parking and Drainage Improvements

**Project Location Map:**



**Project Coordinates:** MULTIPOLYGON (((-71.4257497829385 43.56939084581503, -71.41954422782874 43.57134350918653, -71.42066002677893 43.573227707656955, -71.42178440408316 43.57497504898565, -71.42501164111309 43.58027272161569, -71.42746639932739 43.579650954848674, -71.42247105221031 43.571013923536135, -71.42609310831176 43.56998784594262, -71.4257497829385 43.56939084581503)))

**Project Counties:** Belknap, NH



United States Department of Interior  
Fish and Wildlife Service

Project name: Laconia Airport - Taxiway E Extension, Expand Itinerant Parking and Drainage Improvements

## Endangered Species Act Species List

There are a total of 2 threatened or endangered species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section further below for critical habitat that lies within your project. Please contact the designated FWS office if you have questions.

Flowering Plants	Status	Has Critical Habitat	Condition(s)
Small Whorled pogonia ( <i>Isotria medeoloides</i> ) Population: Wherever found	Threatened		
Mammals			
Northern long-eared Bat ( <i>Myotis septentrionalis</i> ) Population: Wherever found	Threatened		



United States Department of Interior  
Fish and Wildlife Service

Project name: Laconia Airport - Taxiway E Extension, Expand Itinerant Parking and Drainage  
Improvements

## **Critical habitats that lie within your project area**

There are no critical habitats within your project area.

# TES Environmental Consultants, LLC

July 15, 2017

Re: TES JN 16-0124

Mr. John Gorham, P.E.  
Jacobs Engineering Group, Inc.  
2 Executive Park Drive  
Bedford, New Hampshire 03110

RE: Environmental Services; Biological Assessment for Small Whorled Pogonia  
Laconia Airport Taxiway E Extension Project, Gilford, New Hampshire

Dear Mr. Gorham:

On July 12, 2017, TES Environmental Consultants, L.L.C. (TES) performed an on-site review for the presence of small whorled pogonia (*Isotria medeoloides*), a species of orchid identified as Threatened by the U.S. Fish and Wildlife Service and potentially occurring in the vicinity of Laconia Airport. Field conditions during the study were partly cloudy, with the day time high temperature approximately 82 degrees. I walked over the entire vegetated portion of the site, performing an exhaustive examination of the entire herbaceous plant community on the parcel.

The proposed project area consists of the asphalt-paved Taxiway E, a maintained strip of grassland (Figure 1) approximately 150 feet wide along the east side of the Taxiway, and a forested slope to the east of the field grading into wetlands that extend southward along the entire length of the project. The upland area immediately to the east of a stream in the northern portion of the site was also examined. As small whorled pogonia is known to occur only within forested habitats, the grassland area was reviewed less intensively, and the investigation focused on the wooded areas to the east.

Most of the forested area within the project site has been disturbed in the distant past, as evidenced by exposed bare subsoil on portions of overgrown soil piles (Figure 2), boulder piles, and overgrown sand borrow pits. A sand-bottomed stream (Figure 3) that appears to be perennial but could dry out during extended dry weather, flows from a culvert at the northern end of the forested area and enters a wetland complex to the east approximately 2/3 southward along the extent of the forest, where it enters a ponded marsh. Both sides of this stream have disturbed soils, and have vegetation consisting primarily of deciduous sapling forest (Figure 4) with trembling aspen (*Populus tremuloides*), gray birch (*Betula populifolia*), and red maple (*Acer rubrum*) as dominant overstory species. A dense shrub and vine layer exists in most of this area comprised primarily of gray birch, red maple, poison ivy (*Toxicodendron radicans*) and the invasive species Oriental bittersweet (*Celastrus orbiculatus*). Herbaceous cover is generally thick and consists primarily of various goldenrods (*Solidago* spp.), asters (*Aster* spp.), sensitive fern (*Onoclea sensibilis*), and sedges (*Carex* spp.).

A chain-link wildlife exclusion fence extends north to south within the forest in the southern half of the survey area. Access to the eastern side of the fence is gained by padlocked gates within the forest to the east of the stream and at the southern end of the survey area. The soils within most of the area east of the fence have also been disturbed by past excavation of sand (Figure 5), and have revegetated with sapling forest composed of similar species to the sapling forest described previously, though with a less-dense shrub understory without poison ivy and Oriental bittersweet vines. One area of undisturbed

1494 Route 3A, Unit 1, Bow, New Hampshire 03304  
Phone: 603-856-8925 E-Mail: tom@tesenviro.comcastbiz.net

7/15/2017

# TES Environmental Consultants, LLC

eastern hemlock (*Tsuga canadensis*) forest exists on a steep, north-facing slope with ponded marsh to the north and an excavated slope to the south, although within this location there is essentially no shrub or herb understory. Another less-disturbed forest exists adjacent to the east side of the fence at the southern end of the survey area, although most of this area is forested wetland that grades into marsh to the east, with eastern hemlock, red maple, and cinnamon fern the principal vegetation present (Figure 6).

The least-disturbed upland portion of the survey area is a strip of mature forest approximately 50-100 feet in width between the grass strip east of Taxiway E and the wildlife exclusion fence at the southern end of the survey area. The dominant canopy species in this location are white pine (*Pinus strobus*), red maple and red oak (*Quercus rubra*), and the shrub and herbaceous understory are generally sparse (Figure 7) and consist of overstory saplings and Canada mayflower (*Maianthemum canadense*). Much more dense shrub, vine and herbaceous vegetation exists along the border of the forest and the grassland east of Taxiway E, although much of this area is infested with Oriental bittersweet (Figure 8).

In each of these vegetated areas, no small whorled pogonia were observed during the field survey. The generally similar-appearing Indian cucumber root (*Medeoloides virginiana*) was also not found. Soil disturbance in most of the area, mostly dense shrub and herbaceous cover, and lack of soils having the thick forest duff soil mat (other than mucky surface soils in wetlands) likely provides poor potential for small whorled pogonia on this site. In general, the typical preferred habitat for this species (mature forest, open understory, thick layer of dead leaves/forest litter overlying mineral soil in uplands) is not present on this site.

If any questions arise regarding this investigation, please feel free to contact me directly.

Very truly yours,  
TES Environmental Consultants, L.L.C.



Thomas E. Sokoloski  
New Hampshire Certified Wetland Scientist #127

# TES

TES ENVIRONMENTAL CONSULTANTS, L.L.C.



FIGURE 1

Grassland Strip on East Side of Taxiway E, View North with Wooded Area to Right and Taxiway to Left (7/13/2017)



FIGURE 2

Exposed Bare Subsoil on Overgrown Soil Pile in Northern Part of the Forest East of Taxiway E (7/13/2017)

*Environmental Planning & Permitting*

*Soil & Wetland Investigations*

---

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Email: tom@tesenviro.comcastbiz.net

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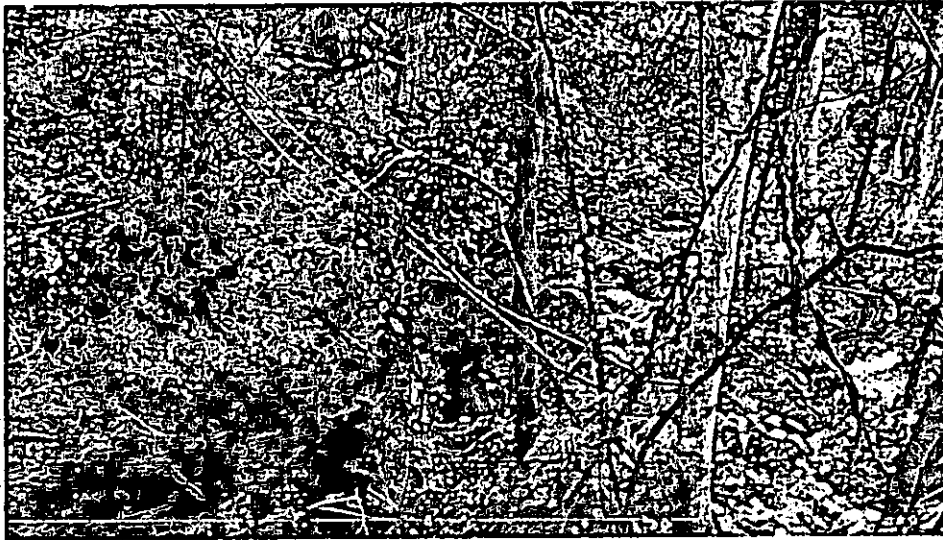


FIGURE 3

Perennial (?) Stream within Forest East of Taxiway E (7/13/2017)



FIGURE 4

Typical Deciduous Sapling Forest Habitat in Northern Portion of Forest  
East of Taxiway E (7/13/2017)

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*Soil & Wetland Investigations*

---

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Email: [tom@tesenviro.comcastbiz.net](mailto:tom@tesenviro.comcastbiz.net)



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TES ENVIRONMENTAL CONSULTANTS, L.L.C.



FIGURE 5  
Revegetated Sideslope of Sand Borrow Pit within (East of)  
Airport Wildlife Exclusion Fence (7/13/2017)



FIGURE 6  
Relatively Undisturbed Wetland Forest near Southern End of Survey Area,  
East of Wildlife Exclusion Fence (7/13/2017)

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---

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FIGURE 7

View South of Relatively Undisturbed Upland Forest at Southern End of Survey Area (7/13/2017)



FIGURE 8

Heavy Oriental Bittersweet Infestation at Edge of Forest and Grassland East of Taxiway E (7/13/2017)

*Environmental Planning & Permitting*

*Soil & Wetland Investigations*

---

1494 Route 3A, Unit 1 Bow, NH 03304 Phone 856-8925  
Email: [tom@tesenviro.comcastbiz.net](mailto:tom@tesenviro.comcastbiz.net)

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Laconia Airport Authority		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	* First Name: Edward	Middle Name:
* Last Name: Engler	Suffix:	
* Title: Mayor, City of Laconia NH		
* SIGNATURE: 	* DATE: 7/5/19	

---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

---

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-14-2018

Description of Work: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

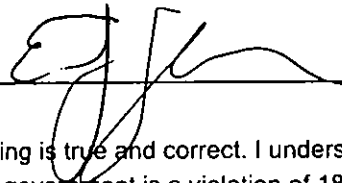
Executed on this 5<sup>th</sup> day of February, 2019

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Edward Engler

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-14-2018

Description of Work: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

### Application +

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying 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 to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes  No  N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:  
a. Abide by the terms of the statement; and  
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.  
 Yes  No  N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes  No  N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:  
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and  
b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.  
 Yes  No  N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Laconia Municipal Airport  
Address: 65 Aviation Drive, Gilford, NH 03249

**Location 2 (if applicable)**

Name of Location: Jacobs Engineering Group, Inc.  
Address: 2 Executive Park Drive, Bedford, NH 03301

**Location 3 (if applicable)**

Name of Location:  
Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

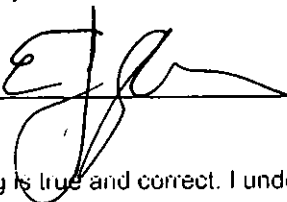
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 5<sup>th</sup> day of February, 2019

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Edward Engler

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-14-2018

Description of Work: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

### Application +

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis:

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).  
 Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.  
 Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).  
 Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
  - b. Award is to be made to other than the lowest responsible bidder; and
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes    No    N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
  - b. Buy American Preferences (Title 49 U.S.C. § 50101)
  - c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
  - f. Seismic Safety – building construction (49 CFR part 41)
  - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - h. U.S. Trade Restriction (49 CFR part 30)
  - i. Veterans Preference (49 USC § 47112(c))
- Yes    No    N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
  - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes    No    N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes    No    N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes    No    N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671g), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 5<sup>th</sup> day of February, 2019

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Edward Engler

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-14-2018

Description of Work: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
 Yes    No    N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
 Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

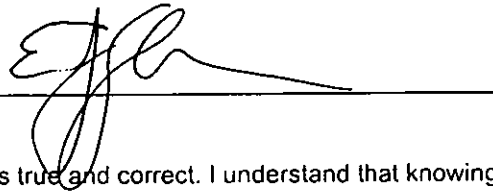
Executed on this 5th day of February, 2019

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Edward Engler

Title of Sponsor's Authorized Official: Mayor, City of Laconia

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-14-2018

Description of Work: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A



4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
 Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
 Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

Yes    No    N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

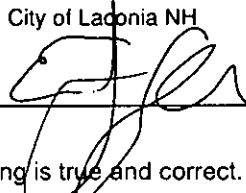
Executed on this 3 day of February, 2019

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Edward Engler

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**FAA  
Airports**

## **ASSURANCES**

### **Airport Sponsors**

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#### **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 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.**

1. **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.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

### 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

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</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.
- t. 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**

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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.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> 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:

It has legal authority to apply for this 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 this 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 this 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 this grant agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal government, 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.

**5. Preserving Rights and Powers.**

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 of the terms, conditions, and assurances in this 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 this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this 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.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.



**6. 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.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. 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.

**9. 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.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or 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 this 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 this 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 this 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 the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this 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 Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. 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 of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to 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 prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, 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, to the extent reasonable, including the adoption of zoning laws, to restrict the use of 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 its 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 the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- 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

to 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 reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge 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 the airport 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, non-tenant, 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 utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant 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 classification 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.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, 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;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by 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 movement 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 the 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;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans 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 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 the 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 thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**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 02/20/2018 (the latest approved version as of this grant offer) 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.**

- a. 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.
- b. 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 Subpart D and E of 49 CFR Part 24.
- c. 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. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

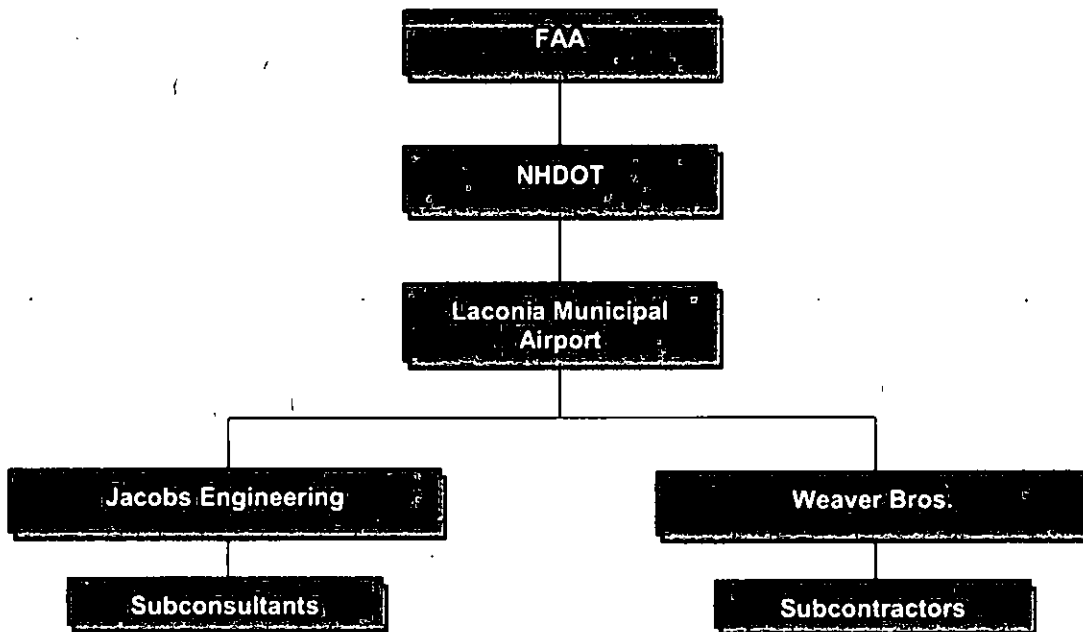
**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

# Laconia Municipal Airport

Construct Taxiway E Extension 2,230'+/- 35' Wide  
Improve Taxiway E & Runway 8 Drainage  
Expand Itinerant Parking 5,904 Square Yards +/-

Grant #SBG-09-14-2018  
Project Organizational Chart



## EXHIBIT A - SCOPE

Construction Administration, Resident Engineering & Material Acceptance Testing Services

*for*

**CONSTRUCT TAXIWAY E EXTENSION 2,230'+/- x 35' WIDE  
IMPROVE TAXIWAY E & RUNWAY 8 DRAINAGE  
EXPAND ITINERANT APRON PARKING 5,904 SQUARE YARDS +/-  
SBG-09-14-2018**

*at*

**LACONIA MUNICIPAL AIRPORT**

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### I. GENERAL

The basic scope of the project is as follows:

- Provide Construction Administration, Resident Engineering and Construction Material Acceptance Testing Services, through a sub-consultant, for the subject project at Laconia Municipal Airport.

For this proposed project, Jacobs Engineering Group Inc., hereinafter referred to as the "Engineer", agrees to perform the following scope of services associated with the above referenced Project:

### II. ARTICLE E1 & E2 – PROJECT AND CONSTRUCTION ADMINISTRATION

*It is anticipated that total project will be 110 calendar days in duration.*

A. The Engineer shall provide engineering services throughout the construction period of the Project.

The specific items of work shall include:

1. The Engineer shall prepare color graphics (phasing plans) which depict on-airport areas where construction is to be executed and areas which will be closed to air traffic. The graphics will be submitted to the Owner for distribution to the airport users and to the general public.
2. The Engineer shall attend Airport Authority meetings, as requested by the Owner, during the construction of the project. The Engineer will provide project status updates during the meeting.
3. The Engineer shall prepare sample Notice-To-Proceed letters, for both construction phases, for the Owner to issue to the contractor.
4. FAA Form 7460 applied for during design phase. No effort included for this scope.
5. The Engineer shall schedule, prepare and conduct the pre-construction meeting. As a part of conducting the meeting, the Engineer shall prepare/present the following (at a minimum) on behalf of the Owner to the contractor:
  - A meeting agenda describing the elements of the project and its requirements in accordance with the FAA - New England Region's established criteria and any contract or Owner specific requirements.



- A project location plan depicting the area of the proposed work.
  - A project safety and phasing plan depicting requirements for the proposed work.
  - A plan depicting a summary of the proposed work involved in the project.
  - Distribute copies of AC 150/5370-2F – Operational Safety on Airports during Construction, as required
  - A Sign-in sheet recording the attending parties.
6. The Engineer shall prepare a Construction Management Plan outlining all applicable testing criteria and frequency for the project. The Engineer shall print and distribute this plan for the project to the following:
- The Owner
  - The Engineer
  - The Quality Assurance Firm (hired by the Owner)
  - The Construction Contractor
  - The NHDOT
7. The Engineer shall schedule and conduct pre-paving conference. As a part of conducting this conference, the Engineer shall prepare/present the following (at a minimum) to the contractor:
- A meeting agenda outlining the requirements for the job mix formula, test sections, full and partial production, acceptance criteria, sampling and re-sampling procedures, the contractor's quality control plan, and the measurement and payment of materials being placed.
  - A Sign-in sheet recording the attending parties.
8. The Engineer shall review and analyze all detailed construction, shop, and erection drawings, as well as all laboratory, shop, and mill test reports and certificates for materials and equipment submitted by the contractors for compliance with design drawings and specifications.
9. The Engineer shall observe the work in progress and prepare and submit the required FAA Form 5370-1 – Construction Progress and Inspection Report, on a monthly basis or as dictated by the FAA – New England Region.
10. The Engineer shall prepare federal reimbursement request forms on a monthly basis as required for the duration of this project and coordinate the execution and submission by the Owner to the applicable funding agencies.
11. The Engineer shall collect and review all project charges for the Owner's use in the billing process with the State of New Hampshire.
12. The Engineer shall review and monitor the contractor's Quality Control Programs for the duration of the construction phase of the project.
13. The Engineer shall review and approve of periodic estimates submitted by the contractor for partial and final payments. This effort will include review of the project quantities, collection of payrolls and collection of lien waivers from the contractor.
14. The Engineer shall review and analyze the certified payrolls submitted by the contractor during construction for conformance with the federal wage rates and federal labor law

requirements. Payrolls are assumed to be submitted with each of the contractor's applications for payment and include all subcontractors.

15. The Engineer shall provide general administrative support during the construction phase of the project. Generally this task shall consist of, but is not limited to the following:
  - Consultation and advice to the Owner
  - Prepare supplementary sketches, as required to resolve actual field conditions
  - Review initial operation of the projects and/or of performance testing, as required
16. The Engineer shall coordinate and schedule Quality Assurance (QA) testing with the Owner's sub-consultant. The Engineer shall coordinate, review, process, and distribute all QA sub-consultant testing reports, invoices, and other pertinent project related documentation.
17. The Engineer shall field and respond to all inquiries regarding general and/or specific issues pertaining to the interpretation of the construction plans or technical specifications.
18. The Engineer shall attend construction coordination meetings for the project. On a weekly basis the Project Manager or Project Engineer will be on-site. Every other week, the Engineer will attend by phone with the Resident Engineer attending in person.
19. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any change orders on the Owners behalf, if required during the construction of the project.
20. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any supplemental agreements on the Owners behalf, as required during the construction of the project.
21. The Engineer shall prepare and distribute any stop or start work orders during the construction phase, as required to stop the contract calendar day accrual.
22. The Engineer schedule and conduct the final inspection of the project.
23. The Engineer shall prepare and distribute "punch lists" for any deficiencies, corrective actions required, etc. as determined at the final inspection conference.
24. The Engineer shall prepare an "as-built" set of drawings based upon the construction information provided by the resident engineer and the construction contractor.
25. The Engineer shall prepare and distribute a letter of substantial completion for the project after receiving a schedule from the contractor for the completion of the project's "punch list" items.
26. The Engineer shall prepare and distribute the required project close-out documentation, as required by the FAA – New England Region, the Owner, and other applicable funding agencies.
27. The Engineer shall maintain all project related materials and documents on-site and readily available for a period of seven (7) years.

28. The Engineer shall prepare this project scope and fee.
29. The Engineer shall perform quality review of all documents included in this article prior to distribution.

III. ARTICLE F1 & F2- RESIDENT ENGINEERING

*It is anticipated that total project will be 110 calendar days in duration.*

- A. The Engineer shall provide full time resident engineering services for the project, as requested by the Owner. The resident engineer for the project shall have field experience in the type of work to be performed, be fully qualified to make interpretations, decisions, field computations, and have knowledge of testing requirements and procedures. The resident engineer provided by the Engineer shall be approved by the Owner.

The specific items of work shall include:

1. Checking of construction activities to ensure compliance with the plans and specifications. Inform the contractor of any work which is in non-compliance.
2. Ensuring that all testing required by the specifications is performed. All commercially-produced products, such as pipe and reinforcing steel, which are used on the project, should be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.
3. Visit the contractor's testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the specifications.
4. Ensuring that tests are performed at the frequency stated in the specifications. Determining when and where tests will be taken as required by the project specifications and witnesses the tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.
5. The Engineer shall arrange and coordinate with the Owners materials testing sub-consultant to undertake work provided for the proper control and testing of construction materials, in accordance with the project specifications.

Administration of this phase shall be incidental to the General Construction Administration and Resident Engineering phases.

6. Review test reports and certifications for conformance with the specifications. Each test report for material in-place should, as a minimum, contain the following:
  - a. Test performed, and date.
  - b. Applicable standard or project specification.
  - c. Test location.
  - d. Test result.

- e. Action taken on failing tests.
  - f. Lot size and location and adjusted contract price when statistical acceptance procedures are specified.
7. Maintaining a file of test reports and certifications.
  8. Informing the contractor of deficiencies in order that corrections can be made and re-testing performed prior to covering any substandard work with additional material.
  9. Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer print-outs retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer print-outs, supported by the original set of weight tickets, is the basis for payment.
  10. Maintaining a set of working drawings on the job site which can be used to prepare "as-built" drawings.
  11. Maintaining a diary which should contain daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
    - a. Date and weather conditions.
    - b. Names of important visitors.
    - c. Construction work in progress and location.
    - d. Size of contractor's work force and equipment in use.
    - e. Number of hours worked per day for contractor and subcontractors.
    - f. The substance of important conversations with the contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.

#### IV. WORK NOT INCLUDED IN THIS PROPOSAL

- A. The following items are not included in the scope of services, as provided by the Engineer:
  1. Hazardous material testing and reporting
  2. Subsurface investigation and utility location services
  3. Mechanical engineering services
  4. Survey layout
  5. Survey verification for the calculation of quantities
  5. Coordination with utility companies
  6. Additional bidding
  7. Alterations to design, plans, etc. as a result of available funding
  8. Special Inspections (Erosion Control, structural, etc...)
  9. FAA Safety Management System effort is not included.
  10. Record (as-built) survey

**EXHIBIT B - ESTIMATE OF STAFF EFFORT - PERSON HOURS**  
**Construction Administration, Resident Engineering & Material Testing Services**

*for*

**CONSTRUCT TAXIWAY E EXTENSION 2,230'+/- x 35' WIDE**  
**IMPROVE TAXIWAY E & RUNWAY 8 DRAINAGE**  
**EXPAND ITINERANT APRON PARKING 5,904 SQUARE YARDS +/-**  
**SBG-09-14-2018**

*at*

**Laconia Municipal Airport**

SUMMARY		
ARTICLE EI	Project and Construction Administration	\$58,307
ARTICLE FI	Resident Engineering	\$107,786
	Materials Testing	\$42,000
	<b>TOTAL</b>	<b>\$208,092</b>

ESTIMATE OF STAFF EFFORT - PERSON HOURS  
 CONSTRUCT TAXIWAY E EXTENSION 2,230 +/- x 35' WIDE  
 IMPROVE TAXIWAY E & RUNWAY 8 DRAINAGE  
 EXPAND ITINERANT APRON PARKING 5,904 SQUARE YARDS +/-  
 SRG-09-14-2018

at  
 Laconia Municipal Airport

ARTICLE E1 Project and Construction Administration								
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Phasing Graphics			2		4		6
II.A.2.	Attend Airport Authority meetings (2)		8					8
II.A.3.	Prepare NTP letter			2				2
II.A.4.	Task no. 10331							0
II.A.5.	Prepare materials and attend pre-construction meeting		6					6
II.A.6.	Prepare and issue Construction Management Plan			4				4
II.A.7.	Prepare materials and attend pre-paving conference		4					4
II.A.8.	Review contractor's submittals/shop drawings (25 estimated)			30	20			50
II.A.9.	Prepare and submit FAA monthly construction progress reports (5 estimated)			5				5
II.A.10.	Prepare and submit federal grant reimbursements (5 estimated)		5					5
II.A.11.	Compile backup data for State of NH billing (5 estimated)		5					5
II.A.12.	Review and monitor contractor's QC Program			12				12
II.A.13.	Review contractor's pay requisitions (5 estimated)			10				10
II.A.14.	Review contractor's certified payrolls (30 pay rolls estimated)			4			8	12
II.A.15.	Field communications and support during construction		12	64	14			90
II.A.16.	Coordination with QA testing subconsultant			4				4
II.A.17.	Respond to contractor's RFI during construction		4	16	8			28
II.A.18.	Attend weekly project meetings (12 estimated on site; 4 by phone)		53		4			57
II.A.19.	Prepare and issue change orders during construction		4	16			8	28
II.A.20.	Prepare and issue supplemental agreements		4					4
II.A.21.	Prepare and issue start/stop work order			4				4
II.A.22.	Attend Final Inspection meeting		8		8			16
II.A.23.	Prepare and distribute project punch list		2	12			8	22
II.A.24.	Prepare and distribute as-built plan set		2	4		24		30
II.A.25.	Prepare and distribute substantial completion letter			2				2
II.A.26.	Prepare and distribute close-out documents		4	16			8	28
II.A.27.	Retention of Records						8	8
II.A.28.	Prepare Project Scope and Fee and Attend Mtg.	2		2		0	4	8
II.A.29.	QA/QC	8	8					16
TOTAL HOURS		10	129	209	54	28	44	474
RATES		\$80.00	\$72.00	\$45.00	\$50.00	\$35.00	\$25.00	
PAYROLL		\$800.00	\$9,288.00	\$9,405.00	\$2,700.00	\$980.00	\$1,100.00	\$24,273.00

TOTAL PAYROLL		\$24,273
OVERHEAD	114.22%	\$27,725
PAYROLL COST		\$51,998
FIXED FEE	10%	\$5,200
EXPENSES		\$1,109
TOTAL FEE:		\$58,307

<b>Expenses</b>	
Travel to LCU from Bedford & Return:	\$893 (170 mi/round trip)
Travel to LCU from Boston & Return:	\$116 (209 mi/round trip)
Printing, Postage, etc.:	\$100
Total Expenses:	\$1,109

<b>Trips</b>	
Meetings - Weekly	12
Meetings - Preconstruction	1
Meetings - Final Inspection	1
Total Trips:	14

ESTIMATE OF STAFF EFFORT - PERSON HOURS  
**CONSTRUCT TAXIWAY E EXTENSION 2,230'+/- x 35' WIDE**  
**IMPROVE TAXIWAY E & RUNWAY 8 DRAINAGE**  
**EXPAND ITINERANT APRON PARKING 5,904 SQUARE YARDS +/-**  
**SBG-09-14-2018**

at  
 Laconia Municipal Airport

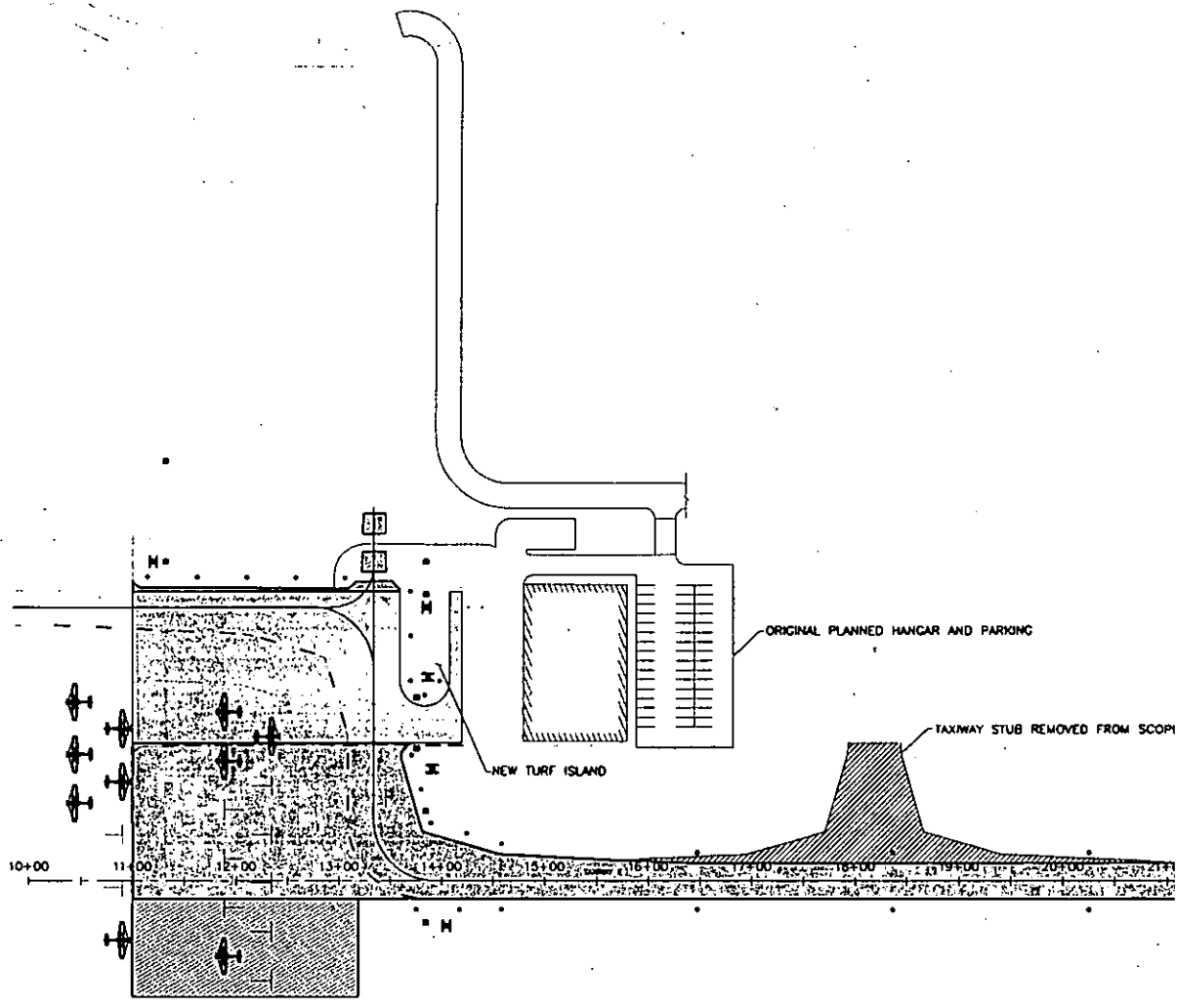
ARTICLE F1 Resident Engineering							
2019 Construction Seasons			110	Day Construction Period			
<b>Resident Engineer</b>	16	wks x	5	days per wk x	12	hrs per day	= 943
Electrical Engineer	3	days x	1	days per wk x	12	hrs per day	= 12
Pre-field Preparation							= 24
Post-field Close-Out							= 24
						Subtotal	1003
Resident Engineer			1002	hrs @	\$43.00	/hr	= \$43,086.00

**Expenses**

Rental car & gas (\$1500/mo)	\$6,000
Tolls - \$2/day	\$157
Misc. Supplies	\$100
<b>Total Expenses</b>	<b>\$6,257</b>

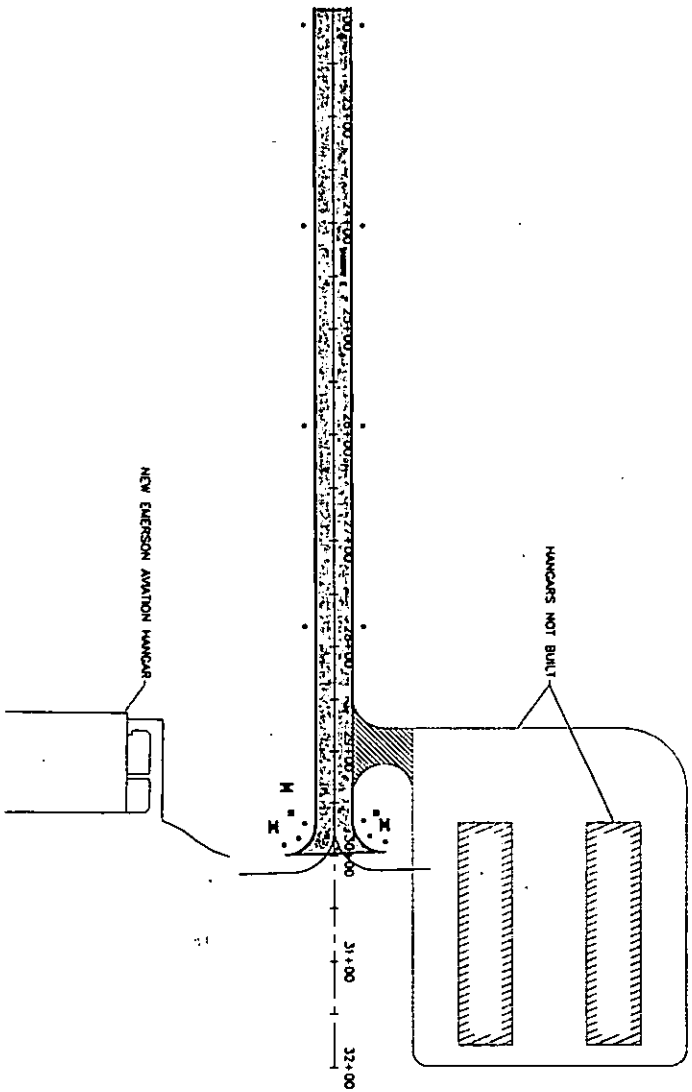
<b>TOTAL PAYROLL</b>		<b>\$43,086.00</b>
<b>OVERHEAD</b>	114.22%	<b>\$49,212.83</b>
<b>PAYROLL COST</b>		<b>\$92,298.83</b>
<b>FIXED FEE (10%)</b>		<b>\$9,229.88</b>
<b>EXPENSES</b>		<b>\$6,257.14</b>
<b>TOTAL</b>		<b>\$107,785.85</b>

J:\ccda - P\2016\2\73704 - LCI Taxiway E Extension\700 CAD\Sheet\LD Taxiway E Scope Revision Sketch for Meeting.dwg [8:1] January 17, 2019 - 11:12am [psetep]



OVERALL  
1 -





HORIZONTAL SCALE  
1" = 80'

ISSUED FOR BID

SUBMITTALS AND REVISIONS			
REV. NO.	DATE	DESCRIPTION	BY
0	12.18	ISSUED FOR BID	JMC
1	1.19	ADDENDUM #1	JPH

LACONIA MUNICIPAL AIRPORT, GILFORD, NH

TAXIWAY E EXTENSION PROJECT

OVERALL PLAN

SCALE: 1" = 80'  
DATE: SEE SUBMIT/PCVS  
DESIGNED BY: JPH  
DRAWN BY: JPH  
CHECKED BY: JAM  
APPROVED: RW

PROJECT DESIGNER:

**JACOBS**

2 Executive Park Drive  
Bedford, NH 03110  
PHONE: (603) 666-7100  
FAX: (603) 666-7185

**SK**

SHEET 10X OF 44

REV

PROJ. NO. E2X73704  
E. TALENTON/CAD/PLANS  
NO. SBC-09-14-2018



# 9

DRAWING NO. 9  
LACONIA MUNICIPAL AIRPORT - MASTER PLAN  
GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE  
AIRPORT PROPERTY MAP  
EXHIBIT "A"

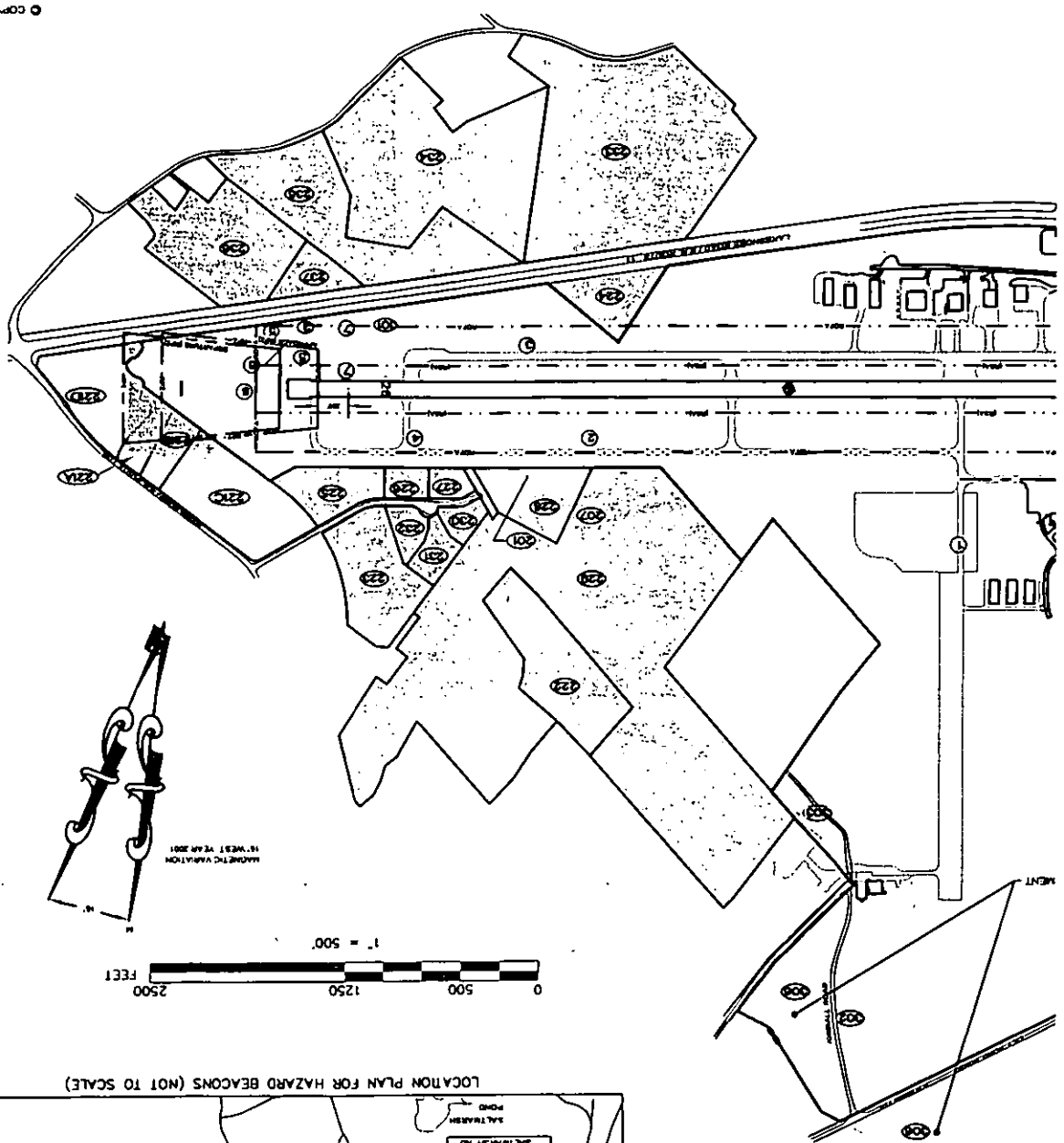
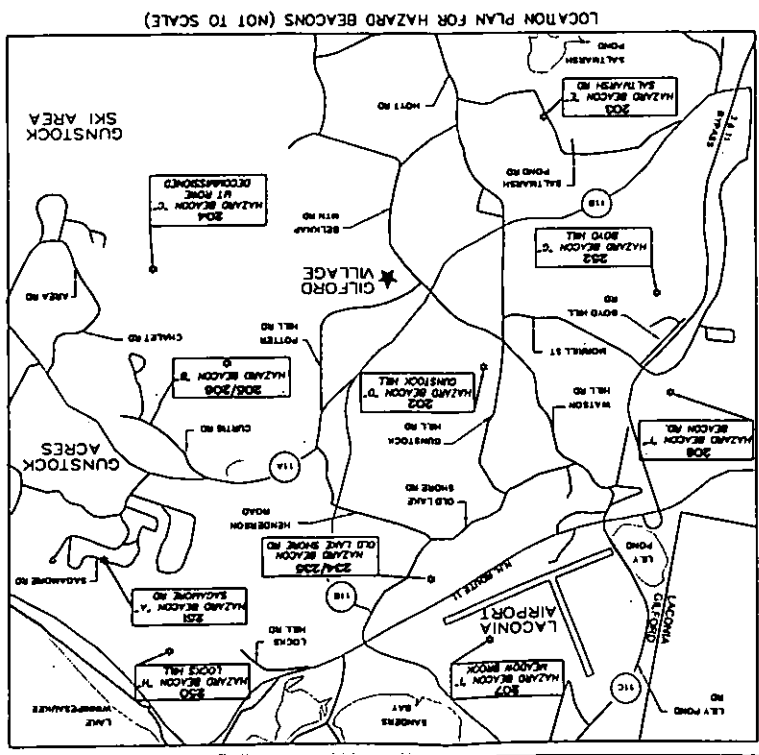
PLANNING BOARD 10/21/2014  
10/21/2014



DATE: FEBRUARY 2014  
SCALE: 1"=500'  
FIELD BOOK: NA  
SDSIC-PROJ NO.: 01004  
SHEET NO.: 9 of 9  
DWG NO.: 09058EXHIBIT A.DWG  
TAB: EXHIBIT A

REVISIONS

NO.	DATE	DESCRIPTION
1	02/10/14	ISSUED FOR PERMITTING
2	02/10/14	ISSUED FOR PERMITTING
3	02/10/14	ISSUED FOR PERMITTING
4	02/10/14	ISSUED FOR PERMITTING
5	02/10/14	ISSUED FOR PERMITTING
6	02/10/14	ISSUED FOR PERMITTING
7	02/10/14	ISSUED FOR PERMITTING
8	02/10/14	ISSUED FOR PERMITTING
9	02/10/14	ISSUED FOR PERMITTING



NO.	DATE	DESCRIPTION
1	02/10/14	ISSUED FOR PERMITTING
2	02/10/14	ISSUED FOR PERMITTING
3	02/10/14	ISSUED FOR PERMITTING
4	02/10/14	ISSUED FOR PERMITTING
5	02/10/14	ISSUED FOR PERMITTING
6	02/10/14	ISSUED FOR PERMITTING
7	02/10/14	ISSUED FOR PERMITTING
8	02/10/14	ISSUED FOR PERMITTING
9	02/10/14	ISSUED FOR PERMITTING

MATCHLINE

SHEET 2  
SHEET 1

CITY OF LACONIA  
leased to  
LACONIA AIRPORT AUTHORITY

TM 215-003-200  
BELKNAP COUNTY SPORTSMEN'S 1.5 AC  
CHARITABLE FUND  
B.C.R.D. 3126/443

TM 215-001-000  
ASSEMBLED HOMES INC.  
B.C.R.D. 755/834

TM 215-002-000  
172 LILY POND ROAD, LLC  
B.C.R.D. 1980/48

TM 214-006-000  
PONDVIEW BUSINESS PARK  
A CONDOMINIUM  
B.C.R.D. PLAN L38-85

TM 214-038-400  
FAY'S BOAT YARD, INC.  
B.C.R.D. 3069/658

TM 214-009-000  
AUSTIN REALTY TRUST  
B.C.R.D. PLAN L59-14

CITY OF LACONIA  
leased to  
LACONIA AIRPORT AUTHORITY  
AREA = 2.97 ACRES

LILY POND  
CITY OF LACONIA  
leased to  
LACONIA AIRPORT AUTHORITY  
AREA = 9,541 SF

TM 214-003-000  
PONDSIDE ASSOCIATES  
B.C.R.D. 981/386 (1980)

TM 214-035-000  
FLOYD M. & EVELYN R. MOODY  
B.C.R.D. 609/116

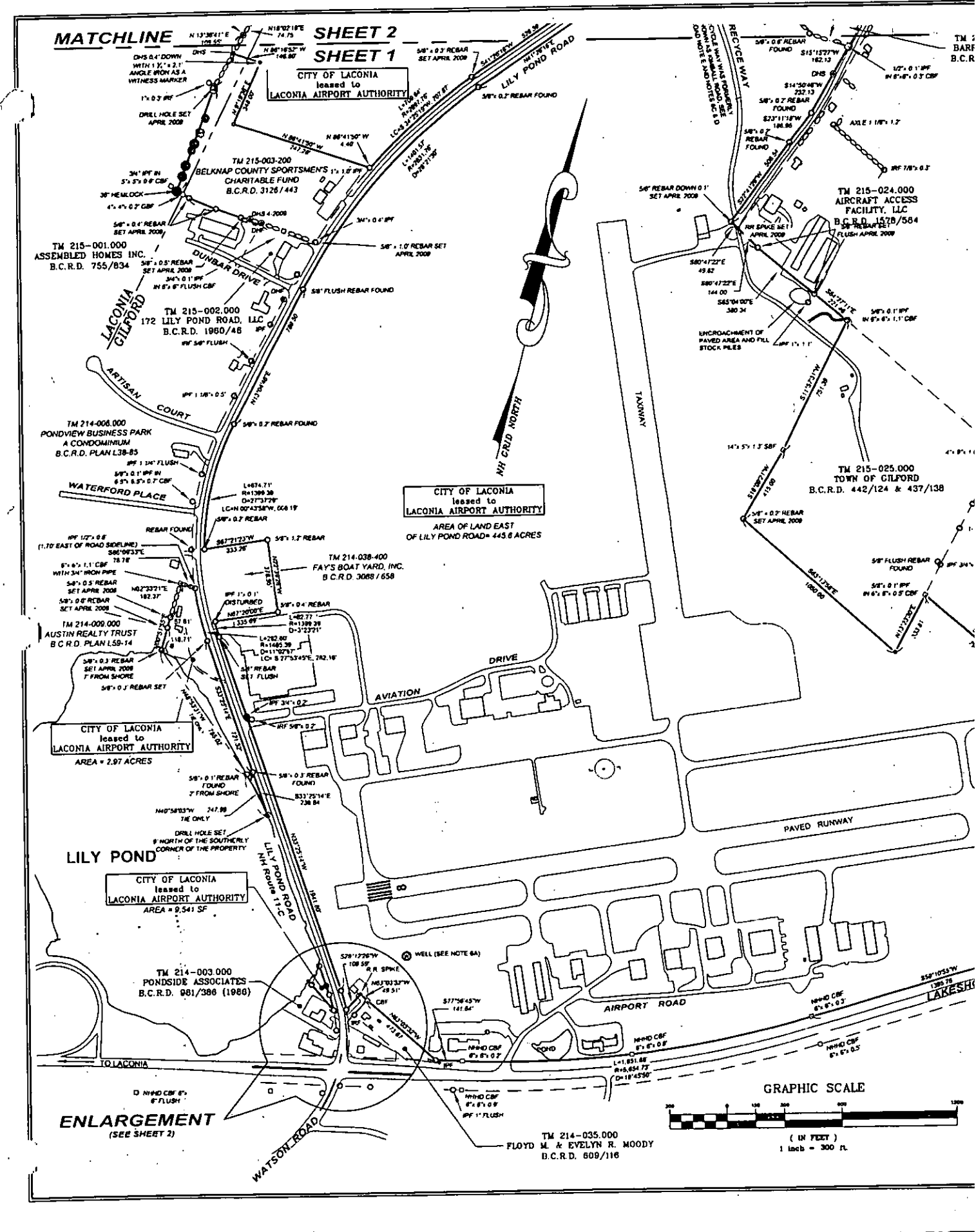
TM 215-024-000  
AIRCRAFT ACCESS  
FACILITY, LLC  
B.C.R.D. 1578/564  
FLUSH REBAR SET  
APRIL 2008

TM 215-025-000  
TOWN OF GILFORD  
B.C.R.D. 442/124 & 437/138

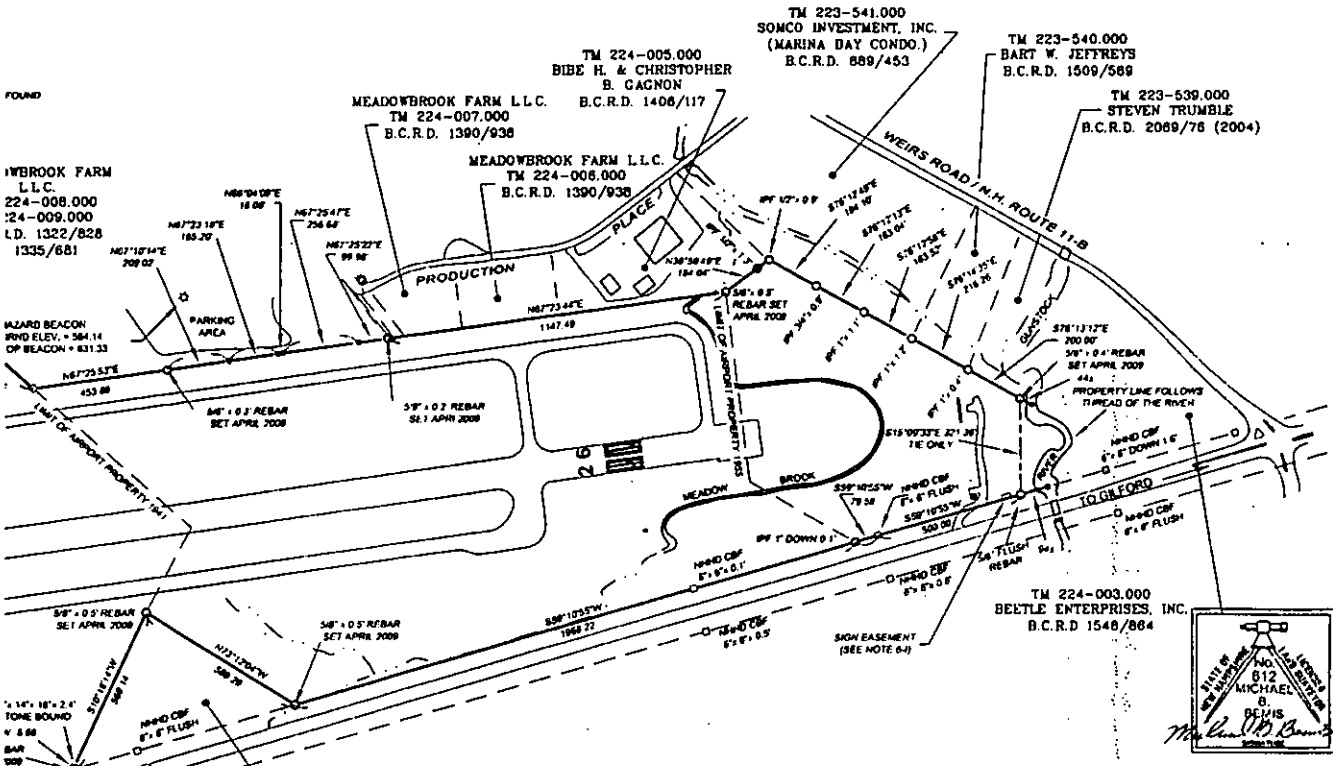
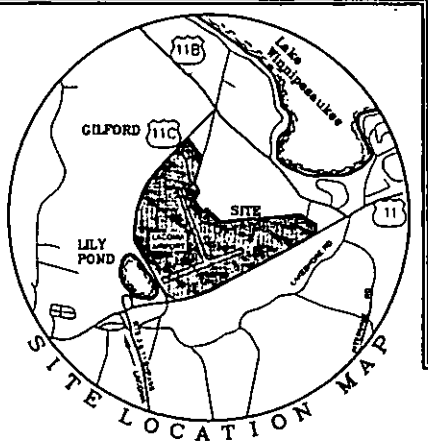
CITY OF LACONIA  
leased to  
LACONIA AIRPORT AUTHORITY  
AREA OF LAND EAST  
OF LILY POND ROAD = 443.6 ACRES

ENLARGEMENT  
(SEE SHEET 2)

GRAPHIC SCALE



100  
Jr.  
1971



MEADOWBROOK FARM L.L.C.  
TM 224-008.000  
B.C.R.D. 1390/938

HAZARD BEACON  
ROAD ELEV. = 384.14  
OP BEACON = 831.33

MEADOWBROOK FARM L.L.C.  
TM 224-007.000  
B.C.R.D. 1390/938

MEADOWBROOK FARM L.L.C.  
TM 224-006.000  
B.C.R.D. 1390/938

TM 224-001.000  
ANDREW L & MARTINA M. HOWE  
B.C.R.D. 1577/893 & 2020/784  
(Also See Easement 888/425)

1-18-2018 BOUNDARY REVISED TO SHOW PARCELS CONVEYED TO FAY'S BOAT YARD, INC & BELKNAP COUNTY SPORTSMEN'S CHARITABLE FUND, ADD REFERENCE PLANS X, Y & Z. CHANGE KIMBALL ROAD NAME TO RECYCLE WAY.

**LEGEND**

- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- CBF CONCRETE BOUND FOUND
- GBF GRANITE BOUND FOUND
- ⊙ DHF DRILL HOLE FOUND
- ⊙ WELL
- STONE WALL

**SURVEY OF LAND LEASED BY  
CITY OF LACONIA  
TO  
LACONIA AIRPORT AUTHORITY**

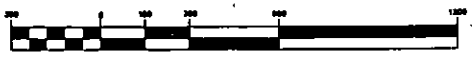
NH ROUTE 11, 11-C (LILY POND ROAD), KIMBALL ROAD  
AIRPORT ROAD, AVIATION DRIVE & OLD LILY POND ROAD  
GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE

DATE: AUGUST 29, 2009	OWNER OF RECORD: CITY OF LACONIA
SCALE: 1" = 200'	TAX MAP L01 148
FIELD BOOK: 539, 535, 587	REVISIONS
PROJ NO.: 91024	18-4-2002 ADD CHORD TO CURVE TABLE
SHEET NO.: 1 of 3	1-14-2008 NEW BORDER, ADD LAND WEST OF LILY POND ROAD, TITLE, NOTES
DWG NO.: 880179V.DWG	4-26-2008 ADD MONUMENTS SET

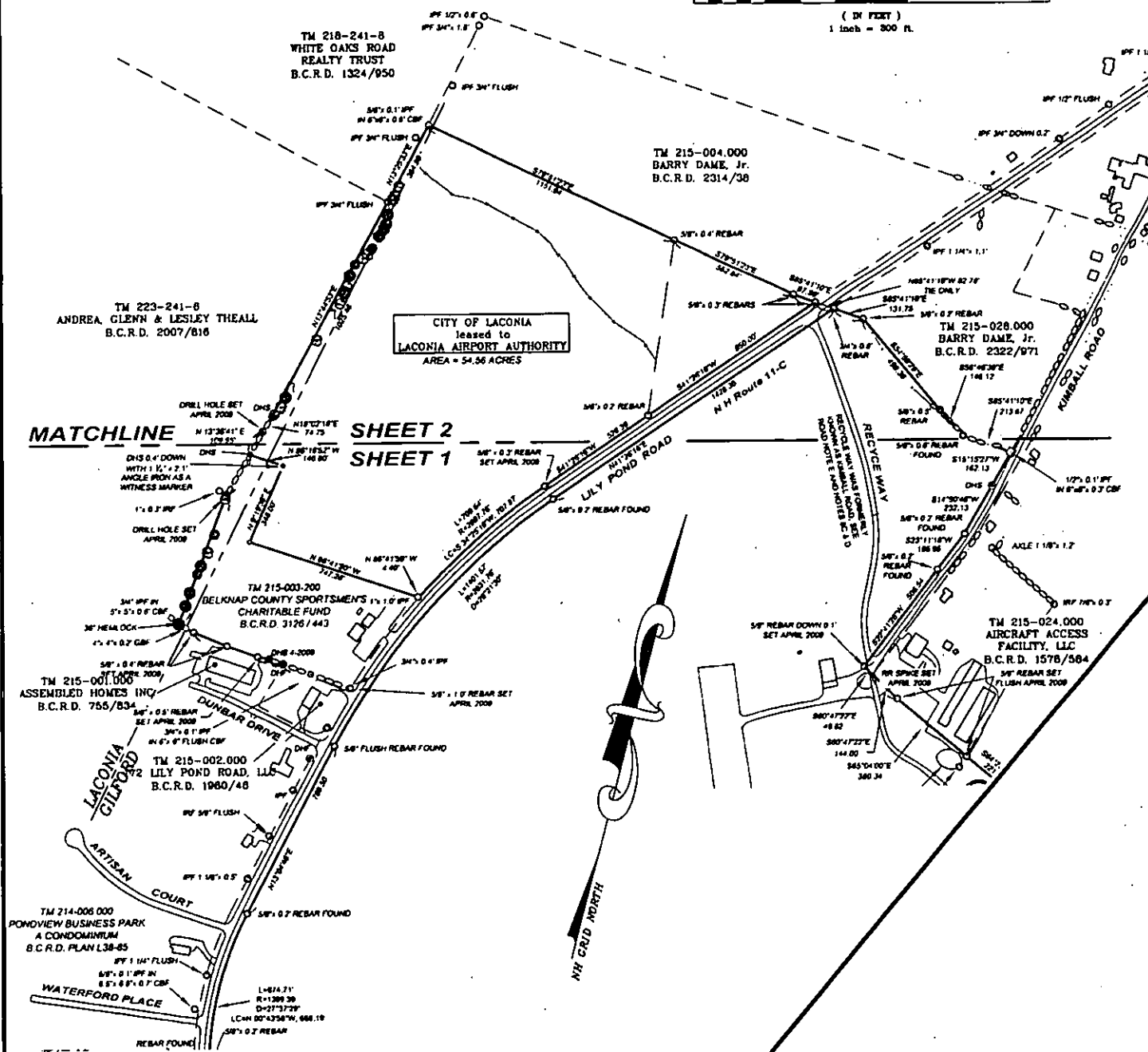
**STEVEN J. SMITH & ASSOCIATES, INC.**  
6 LILY POND ROAD, GILFORD, N.H. 03249  
SURVIVING - ENGINEERING - LAND PLANNING - PHONE (603) 524-1488 FAX (603) 524-4731  
COPYRIGHT 2009 JOB No. 08017



GRAPHIC SCALE



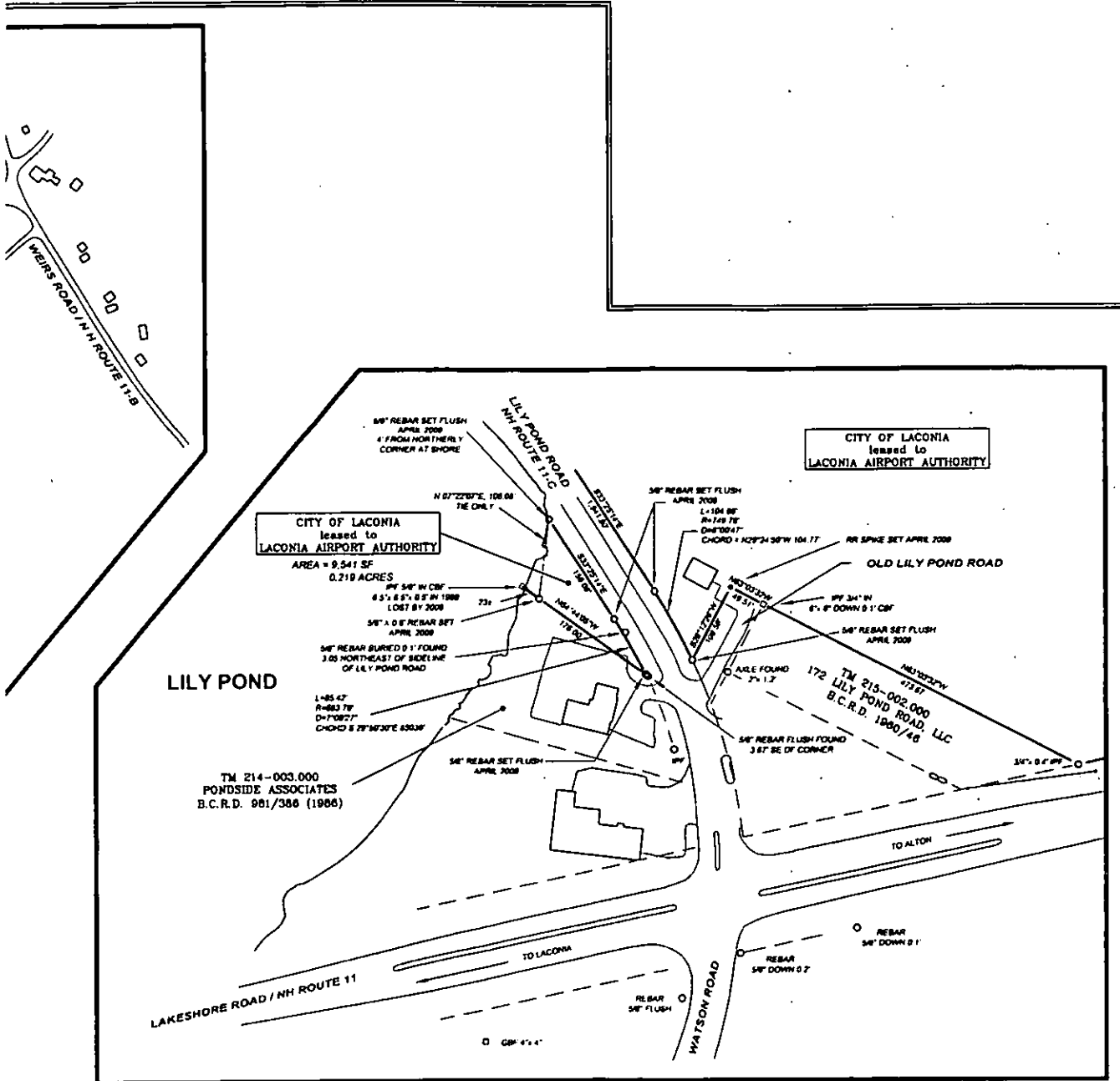
( IN FEET )  
1 inch = 300 ft.



MATCHLINE SHEET 2 SHEET 1

CITY OF LACONIA  
leased to  
LACONIA AIRPORT AUTHORITY  
AREA = 54.56 ACRES

NH GRID NORTH



CITY OF LACONIA  
 leased to  
 LACONIA AIRPORT AUTHORITY  
 AREA = 9,541 SF  
 0.219 ACRES

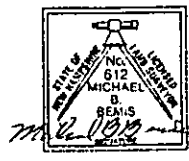
CITY OF LACONIA  
 leased to  
 LACONIA AIRPORT AUTHORITY

TM 214-003,000  
 PONDSIDES ASSOCIATES  
 B.C.R.D. 981/388 (1988)

TM 215-002,000  
 LILY POND ROAD, LLC  
 B.C.R.D. 1980/48

1' = 100' ENLARGEMENT  
 (FROM SHEET 1)

Revisions  
 1-18-2008 BOUNDARY REVISED TO SHOW PARCELS CONVEYED TO FAY'S BOAT YARD, INC. & BELKNAP COUNTY SPORTSMEN'S CHARITABLE FUND. ADD REFERENCE PLANS A, Y & Z. CHANGE KIMBALL ROAD NAME TO RECYCLE WAY.



**SURVEY OF LAND LEASED BY  
 CITY OF LACONIA  
 TO  
 LACONIA AIRPORT AUTHORITY**

NH ROUTE 11, 11-C (LILY POND ROAD), KIMBALL ROAD  
 AIRPORT ROAD, AVIATION DRIVE & OLD LILY POND ROAD  
 GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE

DATE: AUGUST 28, 2007	OWNER OF RECORD:
SCALE: 1" = 100'	TAX MAP LOT No.:
FIELD BOOK: 539, 956, 567	Revisions
PROJ. NO.: 01004	08-8-2007 ADD CHORD TO CURVE TABLE
SHEET NO.: 2 of 3	1-14-2008 NEW BORDER, ADD LAND WEST OF LILY POND ROAD, TITLE, NOTES
DWG. NO.: 880178V.DWG	4-20-2008 ADD MONUMENTS SET

**STEVEN J. SMITH & ASSOCIATES, INC.**  
 8 LILY POND ROAD, GILFORD, N.H. 03249  
 SURVEYING - ENGINEERING - LAND PLANNING PHONE (603) 524-1488 FAX (603) 524-4731  
 © COPYRIGHT 2008 JOB No. 08017

**NOTES:**

**1. OWNER OF RECORD & LESSOR:**

CITY OF LACONIA  
BEACON STREET EAST  
LACONIA, NEW HAMPSHIRE 03246  
BCRD 364/219 (1955) DEED  
BCRD 366/466 (1955) DEED  
BCRD 366/472 (1955) DEED  
BCRD 366/498 (1955) DEED, (884/594 CORRECTIVE DEED)  
BCRD 368/247 (1955) DEED  
BCRD 368/263 (1955) DEED  
BCRD 374/173 (1956) DEED  
BCRD 93/058 (1966) DEED

**2. LESSEE:**

LACONIA AIRPORT AUTHORITY  
85 AVIATION DRIVE  
GILFORD, NEW HAMPSHIRE 03249  
BCRD 460/277 (1965) LEASE

3. THE PURPOSE OF THIS THREE SHEET MAP SET IS TO PROVIDE PERIMETER DESCRIPTIONS FOR THE AREAS TO BE INCLUDED IN AN UPDATED LEASE FROM THE CITY OF LACONIA TO LACONIA AIRPORT AUTHORITY. THE CURRENT LEASED AREA, 480/227 (1965), DOES NOT INCLUDE LAND WEST OF LILY POND ROAD AND NORTH OF LILY POND. THE AREA LEASED TO BELKNAP COUNTY SPORTSMEN'S ASSOCIATION IN 1960 (408/147) AND SEVERAL PARCELS CONVEYED TO THE CITY OF LACONIA AT THE EASTERLY END OF THE RUNWAY. THIS MAP DOES NOT ADDRESS THE MANY EASEMENTS BENEFITING THE SUBJECT PARCEL, INCLUDING HAZARD BEACONS. IT DOES NOT IDENTIFY THE MANY LEASES FROM THE CITY OF LACONIA AND THE LACONIA AIRPORT AUTHORITY TO THIRD PARTIES.

4. BASIS OF BEARING: NEW HAMPSHIRE GRID NORTH

5. MOST OF THE SITE DETAIL SHOWN ON THIS MAP WAS TAKEN FROM AERIAL PHOTOGRAPHIC MAPPING BY EASTERN TOPOGRAPHICS IN APRIL 2001. SOME ADDITIONAL MAPPING OF THE SUBSEQUENT CONSTRUCTION OF TAXWAYS, PAVED AREAS AND BUILDINGS WAS DONE BY STEVEN J. SMITH & ASSOCIATES, INC.

**6. EASEMENTS BURDENING THE SUBJECT PARCELS:**

A. THE STATE OF NEW HAMPSHIRE PROPERTY AT INTERSECTION OF LILY POND ROAD AND NH ROUTE 11 HAS RIGHTS TO A WELL ON THE SUBJECT PROPERTY, SEE BCRD 284/45.

B. THIS PROPERTY IS SUBJECT TO THE RIGHT OF THE TOWN OF GILFORD TO USE THAT PORTION OF THE SUBJECT PARCEL ADJACENT TO LAND FORMERLY S. TERRILL, NOW AIRCRAFT ACCESS FACILITY, LLC AND MEADOWBROOK FARM, LLC, FOR A DUMP, BCRD 64/219.

C. RIGHT OF WAY TO THE TOWN OF GILFORD FOR ACCESS TO AND EGRESS FROM THE SECOND PARCEL OF LAND IN DEED 279/209, NOW TOWN OF GILFORD LAND, TO LILY POND ROAD. THIS ROAD HAS BEEN REFERRED TO AS DUMP ROAD AND IS PRESENTLY CALLED KIMBALL ROAD. NO WIDTH WAS GIVEN. SEE BCRD 437/138 (1963). AS OF 2017 THIS ROAD BECAME A CLASS V TOWN ROAD, SEE RETURN OF LAYOUT - RECYCLE WAY, BCRD 3122 / 598 AND REFERENCE PLAN Z.

D. A SECOND EASEMENT OVER THE ROAD MENTIONED IN NOTE 6C WAS GIVEN TO MEADOWBROOK FARM, LLC, SEE BCRD 1710/484 (2001).

E. 10' UTILITY EASEMENT GIVEN TO NEW ENGLAND TELEPHONE AND TELEGRAPH CO. AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, NORTH OF THE WEST END OF THE RUNWAY AND EAST OF NH ROUTE 11-C, BCRD 950/350 (1966).

F. 30' UTILITY EASEMENT GIVEN TO NEW ENGLAND TELEPHONE AND TELEGRAPH CO. AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE OVER THE ACCESS EASEMENT REFERRED TO IN NOTE 6C. BCRD 1204/661 (1962).

G. PARKING AND LANDSCAPE EASEMENT ON PROPERTY WEST OF LILY POND ROAD AND NORTH OF POND SIDE ASSOCIATES PROPERTY GIVEN TO POND SIDE ASSOCIATES BCRD 1164/557 (1991).

H. CONSERVATION EASEMENT CONVEYED TO THE TOWN OF GILFORD, BCRD 2334/0120, AMENDED 2347/25 (2006) SEE REFERENCE PLAN R

I. EASEMENT FOR A SIGN GRANTED TO MEADOWBROOK FARM, LLC ON 5-15-2008, NOT RECORDED.

7. THE FIELD SURVEY WAS DONE WITH A FIVE SECOND THEODOLITE, ELECTRONIC DISTANCE METER, AND CONVENTIONAL CLOSED TRAVERSE. THIS SURVEY MEETS THE REQUIREMENTS FOR THE URBAN CLASSIFICATION OF A STANDARD PROPERTY SURVEY AS DEFINED BY THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES FOR LAND SURVEYORS, EFFECTIVE 8-24-2001.

**REFERENCE PLANS:**

A. LACONIA AIRPORT, GILFORD, N.H., PROPERTY SKETCH, SCALE 1" = 1000', BY LEW K. PERLEY, FILED AT STATE OF ARCHIVES.

B. CITY OF LACONIA, NEW HAMPSHIRE, LACONIA MUNICIPALITY, SCALE 1" = 1000', APPROVED 3-23-58, BERNARD L. BOUTIN, MAYOR ENGINEER, ON FILE AT LACONIA DEPARTMENT OF PUBLIC WORKS OFFICE.

C. LACONIA AIRPORT, GILFORD, N.H., PROPERTY SKETCH, SCALE 1" = 1000', REVISED THROUGH NOV. 22, 1956, BY LI STATE OF NEW HAMPSHIRE RECORDS AND ARCHIVES.

D. PROPERTY MAP OF THE LACONIA AIRPORT, GILFORD, N.H., BY L.E.W. AND H.J.P., NOT RECORDED.

E. AREA MAP SHOWING PROPOSED LAND ACQUISITION, LACONIA AIRPORT, NEW HAMPSHIRE, DATED MAY 19, 1955, BY L.K. OF NEW HAMPSHIRE RECORDS AND ARCHIVES.

F. ALIGNMENT PLAN OF SERVICE ROAD TO HANGAR AREA, N.H., DATED JAN. 42, H.P., FILED AT CITY OF LACONIA, DEPARTMENT OF PUBLIC WORKS OFFICE.

G. LAND IN GILFORD, N.H., BOSTON AND MAINE RAILROAD AUG. 1941, BCRD DEED BOOK 2540/74.

H. BOUNDARY SURVEY OF LAND OWNED BY TREVOR FAMILY CO., GILFORD, N.H., DATED JAN. 23 1966, BY LEPENE, KIM ASSOCIATES, INC., BCRD MAP BOOK 124/23.

I. SUBDIVISION OF LAND, LILY POND ROAD (RTE. 11-C) GILFORD, NEW HAMPSHIRE, FOR N. RICHARD PERSONS, DATED MAY, 19 RONALD M. MITCHELL & ASSOCIATES, INC., BCRD MAP BOOK 78/67 &

J. PROPOSED SUBDIVISION FOR ALAN & BRENDA EMERSON BELKNAP COUNTY, NEW HAMPSHIRE, DATED SEPTEMBER 1978, BY RON NATOLI, ASSOCIATES, BCRD MAP BOOK 12/28.

K. SURVEY OF LAND, MEADOWBROOK FARM L.L.C., GILFORD, NEW HAMPSHIRE, FOR R. L. HARDING, DATED JUNE 26, 1965, BY STEVEN J. SMITH & ASSOCIATES, INC., BCRD L24-78.

L. SUBDIVISION PLAN, TREVOR FAMILY TRUST, BELKNAP COUNTY, APRIL 18, 1964, BY ASSOCIATED SURVEYORS, BCRD MAP BOOK 78/67 &

M. SUBDIVISION OF LAND, LOT 1, ROUTE 11-B, GILFORD, N.H., TREVOR FAMILY TRUST, DATED APRIL 29, 1960, REVISED BY MITCHELL & ASSOCIATES, INC., BCRD MAP BOOK 78/67 &

N. REVISED SITE PLAN OF GILFORD SQUARE FOR ROBERT GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE, DATED THROUGH 5-18-90, BY STEVEN J. SMITH & ASSOCIATES, INC.

O. SURVEY OF LAND FOR F. D. REALTY, L.L.C., 386 OLD LA COUNTY, NEW HAMPSHIRE, DATED SEPTEMBER 30, 1999 ASSOCIATES INC., NOT RECORDED.

P. STATE OF NEW HAMPSHIRE, DEPARTMENT OF PUBLIC WORKS PROPOSED FEDERAL AID SECONDARY PROJECT NO. S-2 WINNIPESAUKEE ROAD, TOWN OF GILFORD, COUNTY OF SHEETS 16-22 OF 118, BCRD MAP BOOK 12/694.

Q. PLAN AND PROFILE OF PROPOSED LILY POND ROAD, N. GILFORD, BELKNAP COUNTY, DATED 1941, ON FILE AT NH PUBLIC WORKS, DIVISION III OFFICE, GILFORD, NEW HAMPSHIRE.

R. CONSERVATION EASEMENT PLAN, EASEMENTS TO BE IN LACONIA AIRPORT AUTHORITY TO TOWN OF GILFORD, LI AVIATION DRIVE AND KIMBALL ROAD, GILFORD, BELKNAP COUNTY, SEPTEMBER 29, 2006 BY STEVEN J. SMITH & ASSOCIATES, INC.

S. SITE PLAN POND SIDE PLACE, 8 LILY POND ROAD, GILFORD, NEW HAMPSHIRE FOR POND SIDE ASSOCIATES, MAY 28, 1969, BY STEVEN J. SMITH & ASSOCIATES, INC., NOT RECORDED.

T. SURVEY OF LAND, LILY POND RD. - NH RTE. 11-C, GILFORD, NEW HAMPSHIRE FOR RICHARD KEROACK, APRIL 1968 BY STEVEN J. SMITH & ASSOCIATES, INC., BCRD L7-34.

U. SUBDIVISION OF LAND FOR ASSEMBLED HOMES INC., 2 BELKNAP COUNTY, NH, FEBRUARY 9, 2001, REVISED THE SMITH & ASSOCIATES, INC., BCRD L37-81.

V. SUBDIVISION PLAN FOR THE RETSHE FAMILY TRUST, N. GILFORD, NEW HAMPSHIRE, AUGUST 28, 2001, REVISED THE SMITH & ASSOCIATES, INC., BCRD L40-4.

W. BOUNDARY LINE ADJUSTMENT BETWEEN, ALFRED S. L. PARK, A CONDOMINIUM, TAX MAP LOTS 214-006.000 & 214-006.001 WATERFORD PLACE, GILFORD, BELKNAP COUNTY, 2001, REVISED 7-26-01 BY STEVEN J. SMITH & ASSOCIATES, INC.

X. BOUNDARY LINE ADJUSTMENT, CITY OF LACONIA & LA PARCELS 214-038-400 & 214-038-100, 101 LILY POND ROAD, GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE, [REDACTED] BY STEVEN J. SMITH & ASSOCIATES, INC., BCRD PLAN L7.

Y. SUBDIVISION PLAN FOR CITY OF LACONIA, LACONIA AVIATION DRIVE, NH ROUTE 11-C, GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE, 7-20-2016 BY STEVEN J. SMITH & ASSOCIATES, INC., BCRD MAP BOOK 12/28.

Z. HIGHWAY LAYOUT PLAN, RECYCLE WAY, GILFORD, BELKNAP COUNTY, DATED APRIL 12, 2017, REVISED 8-10-17 BY ST. GILFORD TOWN OFFICE.



, DATED JUNE 15, 1955,  
PSHIRE RECORDS &

T, EXHIBIT 'A',  
NOLD J. O'MARA,  
FFICE.

, DATED JUNE 1951,  
LEY, FILED AT

DEC. 26, 1940, BY

MCPAL AIRPORT,  
KLED AT STATE

AIRPORT, GILFORD,  
T OF PUBLIC.

F LACONIA, DATED

, ROUTE 11, BELKNAP  
ARBYSHIRE

KNAP COUNTY, NEW  
D 6-9-87, BY

L ROAD, GILFORD,  
REVISED

AP COUNTY, NEW  
ROUGH 1-16-96,

H., DATED  
1989.

OUNTY, N.H. FOR  
1980, BY RONALD M.

ROUTE 11 AND ROUTE 11B,  
12, 1990, REVISED  
RECORDED.

RD, GILFORD, BELKNAP  
IN J. SMITH &

HIGHWAYS, PLANS OF  
PROJECT No P-3358  
, APPROVED 4-8-58

JECT No. 2381, TOWN OF  
HIRE DEPARTMENT OF

BY CITY OF LACONIA &  
ROAD / NH ROUTE 11-C,  
NEW HAMPSHIRE,  
D L 58-04.

NAP COUNTY, NEW  
THROUGH JULY 19, 2004

NAP COUNTY, NEW  
ITH & ASSOCIATES, INC.,

DRIVE, GILFORD/LACONIA,  
9-2001 BY STEVEN J.

S ROAD, LACONIA, BELKNAP  
12-12-2001, BCRD

ND PONDVIEW BUSINESS  
104 LILY POND  
HAMPSHIRE, APRIL 12,  
RD L38-54.

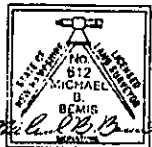
PORT AUTHORITY BETWEEN TAX  
JTE 11-C, AVIATION DRIVE AND KIMBALL  
IL 14, 2016, REVISED THROUGH 5-23-16

THORITY, 192 & 240 LILY POND ROAD /  
ATED MAY 23, 2016, REVISED THROUGH

UNTY, NEW HAMPSHIRE FOR TOWN OF  
ITH & ASSOCIATES, INC. ON FILE AT THE

### ROAD NOTES:

- A. N.H. ROUTE 11 - WIDTH IS 150'. LAYOUT IS BASED ON FOUND MONUMENTS. REFERENCE PLAN P AND BCRD 387/45 (1968) COMMISSIONER'S RETURN.
- B. N.H. ROUTE 11-C / LILY POND ROAD - WIDTH IS 66'. LAYOUT IS BASED ON REFERENCE PLAN Q. NO DOCUMENT WAS FOUND CONVEYING AN EASEMENT OR FEE INTEREST FROM THE CITY OF LACONIA. IN DEED 259/70 (1942) FROM CITY OF LACONIA TO LACONIA AIRPORT AUTHORITY IT STATES "SUBJECT TO THE NEW LILY POND ROAD, SO-CALLED."
- C. OLD LILY POND ROAD - THE SECTION OF OLD LILY POND ROAD FROM A POINT NEAR THE INTERSECTION OF NH ROUTE 11 AND NH ROUTE 11-C (NEW) LILY POND ROAD TO KIMBALL ROAD WAS DISCONTINUED, SEE TOWN RECORDS, VOLUME 9, PAGE 280, MARCH 11, 1941, TOWN WARRANT ARTICLE 18. THIS SECTION OF OLD LILY POND ROAD IS WHERE CITY OF LACONIA LAND AND THE LACONIA AIRPORT RUNWAY(S) ARE PRESENTLY. STONEWALLS INDICATE THAT THE WIDTH OF OLD LILY POND ROAD WAS 3 RODS (48.5').
- D. A PORTION OF THE FORMER, LILY POND ROAD, DISCONTINUED IN 1941 (SEE NOTE C ABOVE), NORTHWEST OF THE STATE OF NEW HAMPSHIRE HIGHWAY GARAGE AND THE FLOYD M. AND EVELYN R. MOODY PROPERTY AND SOUTHEAST OF THE CITY OF LACONIA LAND LEASED TO LILY POND COMMUNICATIONS HAS APPARENTLY BECOME A PUBLIC ROAD AGAIN BASED ON CONTINUOUS USE AND MAINTAINENCE BY THE TOWN OF GILFORD FOR MORE THAN TWENTY YEARS PRIOR TO 1968, ACCORDING TO GILFORD PUBLIC WORKS DIRECTOR SHELDON MORGAN.
- E. KIMBALL ROAD / RECYCLE WAY -  
NORTHEAST/SOUTHWEST SECTION - EXISTING STONE WALLS INDICATE A WIDTH OF 3 RODS (48.5'). THIS SECTION OF ROAD IS A PORTION OF "OLD" LILY POND ROAD, NOW RENAMED. AS OF 2017 THIS ROAD BECAME A CLASS V TOWN ROAD, SEE RETURN OF LAYOUT - RECYCLE WAY, BCRD 3122 / 596 AND REFERENCE PLAN Z.  
NORTHWEST/SOUTHEAST SECTION - IS IDENTIFIED AS KIMBALL ROAD ON THE GILFORD TAX MAP. NO LAYOUT OR WIDTH WAS FOUND FOR THIS ROAD. TWO RIGHT OF WAYS WERE GIVEN BY THE CITY OF LACONIA TO USE THIS ROAD FOR ACCESS. SEE SURVEY NOTES 8C & D. NO DOCUMENTS WERE FOUND TO INDICATE THAT THIS ROAD IS A "TOWN ROAD", ALTHOUGH IT IS MAINTAINED BY THE TOWN OF GILFORD AND IS OPEN TO PUBLIC USE.
- F. AIRPORT ROAD - PROVIDES ACCESS TO SEVERAL LEASE LOTS. NO DOCUMENT WAS FOUND CONVEYING A RIGHT OF WAY OR FEE INTEREST TO THE TOWN OF GILFORD. THIS ROAD IS MAINTAINED BY THE TOWN OF GILFORD AND IS OPEN TO PUBLIC USE.
- G. AVIATION DRIVE - PROVIDES ACCESS TO SEVERAL LEASE LOTS. NO DOCUMENT WAS FOUND CONVEYING A RIGHT OF WAY OR FEE INTEREST TO THE TOWN OF GILFORD. THIS ROAD IS MAINTAINED BY THE TOWN OF GILFORD AND IS OPEN TO PUBLIC USE.



#### Revisions

1-16-2018 BOUNDARY REVISED TO SHOW PARCELS CONVEYED TO FAY'S BOAT YARD, INC. & BELKNAP COUNTY SPORTSMEN'S CHARITABLE FUND. ADD REFERENCE PLANS X, Y & Z, CHANGE KIMBALL ROAD NAME TO RECYCLE WAY.

## SURVEY OF LAND LEASED BY CITY OF LACONIA TO LACONIA AIRPORT AUTHORITY

NH ROUTE 11, 11-C (LILY POND ROAD), KIMBALL ROAD  
AIRPORT ROAD, AVIATION DRIVE & OLD LILY POND ROAD  
GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE

DATE: AUGUST 28, 2007	OWNER OF RECORD:
SCALE: 1" = 300'	TAX MAP LOT No.:
FIELD BOOK: 838, 855, 587	Revisions
PROJ. NO.: 81084	10-9-2002 ADD CHORD TO CURVE TABLE
SHEET NO.: 3 of 3	1-14-2008 NEW BORDER, ADD LAND WEST OF LILY POND ROAD, TITLE, NOTES
DWG. NO.: 08817 BY DWG	4-20-2008 ADD MONUMENTS SET
<b>STEVEN J. SMITH &amp; ASSOCIATES, INC.</b>	
8 LILY POND ROAD, GILFORD, N.H. 03249	
SURVEYING - ENGINEERING - LAND PLANNING PHONE (603) 524-1488 FAX (603) 524-4731	
© COPYRIGHT 2009 JOB No. 08017	

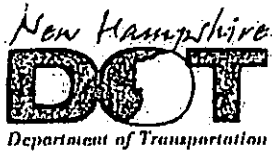
# JACOBS

Jacobs No: E2173704  
 SBO No: 58G-08-14-2018 - Tawney  
 Subject: Tabulation of Bid Values  
 Date/Time: 1/29/19 @ 2:00 PM  
 Airport: Leona Municipal Airport  
 Project: Tawney E Construction Project

Prepared by: J. Joubert  
 Reviewed by: J. Palmer

ITEM NO	DESIGNATION	UNIT	BID QTY	Engineer's Estimate		Waver Bros. Const. Co., Inc.		Merritt Construction Inc.		Jeremy Hinc Excavating Inc.		Sargent		RD Edwards	
				UNIT 1	TOTAL	UNIT 1	TOTAL	UNIT 1	TOTAL	UNIT 1	TOTAL	UNIT 1	TOTAL	UNIT 1	TOTAL
G-001-1	Safety and Phasing	LS	1	\$90,000.00	\$90,000.00	\$125,000.00	\$125,000.00	\$45,000.00	\$45,000.00	\$27,500.00	\$27,500.00	\$133,000.00	\$133,000.00	\$13,300.00	\$13,300.00
G-001-2	Contractor Safety Plans Compliance Document	LS	1	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
G-001-3	Mail Route	LS	1	\$20,000.00	\$20,000.00	\$9,500.00	\$9,500.00	\$75,000.00	\$75,000.00	\$90,000.00	\$90,000.00	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00
G-002-1	As-Built Drawings and Survey	LS	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$23,000.00	\$23,000.00
G-002-2	Aerial Photograph	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
M-001-1	Saw & Seal Pavement Joint	LF	750	\$10.00	\$7,500.00	\$8.00	\$6,000.00	\$4,500.00	\$3,375.00	\$14.00	\$10,500.00	\$7.00	\$5,250.00	\$15.00	\$11,250.00
M-002-1	Tie Down	EA	33	\$50.00	\$1,650.00	\$60.00	\$1,980.00	\$11,800.00	\$3,894.00	\$20.00	\$660.00	\$675.00	\$22,327.50	\$700.00	\$22,327.50
M-003-1	Stems Fill	CY	120	\$80.00	\$9,600.00	\$81.50	\$9,780.00	\$52.00	\$5,040.00	\$65.00	\$7,800.00	\$65.00	\$7,800.00	\$65.00	\$7,800.00
C-100-1	Contractor Quality Control Program (CQCP)	LS	1	\$35,000.00	\$35,000.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
C-102-1	Sill Fence	LF	3,530	\$3.00	\$10,590.00	\$2.50	\$8,825.00	\$3.00	\$10,590.00	\$3.00	\$10,590.00	\$4.00	\$14,120.00	\$3.00	\$10,590.00
C-103-2	Water Protection	EA	25	\$150.00	\$3,750.00	\$68.00	\$1,700.00	\$110.00	\$1,775.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00
C-103-3	Stems Walling	LF	70	\$7.75	\$542.50	\$6.50	\$455.00	\$5.50	\$385.00	\$5.50	\$385.00	\$5.50	\$385.00	\$5.50	\$385.00
C-102-4	Construction Entrance	EA	1	\$5,000.00	\$5,000.00	\$2,850.00	\$2,850.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
C-102-5	Erosion Control Matting	SY	300	\$3.00	\$900.00	\$2.50	\$750.00	\$3.00	\$900.00	\$3.00	\$900.00	\$3.00	\$900.00	\$3.00	\$900.00
C-102-6	Erosion and Sediment Control and Stormwater Management Plan	LS	1	\$18,000.00	\$18,000.00	\$5,800.00	\$5,800.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
C-102-7	Temporary Measures	AL	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
C-102-8	Catch Weather Station	SY	34,840	\$1.83	\$63,736.20	\$1.83	\$63,736.20	\$2.50	\$87,200.00	\$2.50	\$87,200.00	\$2.50	\$87,200.00	\$2.50	\$87,200.00
C-105-	Mobilization	LS	1	\$101,703.80	\$101,703.80	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00
C-106-2	Engineer/PR Field Office	LS	1	\$25,000.00	\$25,000.00	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$14,385.00	\$14,385.00
D-701-2	15 inch RCP	LF	490	\$65.00	\$31,850.00	\$49.00	\$23,990.00	\$65.00	\$31,850.00	\$65.00	\$31,850.00	\$65.00	\$31,850.00	\$65.00	\$31,850.00
D-701-3	18 inch RCP	LF	20	\$75.00	\$1,500.00	\$110.00	\$1,400.00	\$75.00	\$1,500.00	\$75.00	\$1,500.00	\$75.00	\$1,500.00	\$75.00	\$1,500.00
D-701-4	24 inch RCP	LF	210	\$85.00	\$17,850.00	\$65.00	\$13,650.00	\$85.00	\$17,850.00	\$85.00	\$17,850.00	\$85.00	\$17,850.00	\$85.00	\$17,850.00
D-701-5	12 inch HDPE	LF	89	\$50.00	\$4,450.00	\$45.00	\$4,005.00	\$50.00	\$4,500.00	\$50.00	\$4,500.00	\$50.00	\$4,500.00	\$50.00	\$4,500.00
D-701-6	15 inch HDPE	LF	1,250	\$55.00	\$68,750.00	\$40.00	\$50,000.00	\$55.00	\$68,750.00	\$55.00	\$68,750.00	\$55.00	\$68,750.00	\$55.00	\$68,750.00
D-701-7	18 inch HDPE	LF	290	\$60.00	\$17,400.00	\$46.50	\$13,485.00	\$60.00	\$17,400.00	\$60.00	\$17,400.00	\$60.00	\$17,400.00	\$60.00	\$17,400.00
D-701-8	36 inch Perforated HDPE	LF	370	\$95.00	\$35,150.00	\$75.00	\$27,750.00	\$95.00	\$35,150.00	\$95.00	\$35,150.00	\$95.00	\$35,150.00	\$95.00	\$35,150.00
D-751-1	4 Foot Diameter Catch Basin	EA	11	\$4,000.00	\$44,000.00	\$4,000.00	\$44,000.00	\$4,000.00	\$44,000.00	\$4,000.00	\$44,000.00	\$4,000.00	\$44,000.00	\$4,000.00	\$44,000.00
D-751-2	4 Foot Diameter Manhole	EA	8	\$4,000.00	\$32,000.00	\$4,000.00	\$32,000.00	\$4,000.00	\$32,000.00	\$4,000.00	\$32,000.00	\$4,000.00	\$32,000.00	\$4,000.00	\$32,000.00
D-751-3	6 Foot Diameter Manhole	EA	2	\$5,000.00	\$10,000.00	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00
D-751-4	4 Foot Diameter Inlet Manhole	EA	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
D-751-5	6 Foot Diameter Catch Basin	EA	2	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
D-751-6	6 Foot Diameter Catch Basin	EA	2	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
D-751-7	Flared End Section	EA	1	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
D-751-8	Outlet Protection Stone	CY	150	\$10.00	\$1,500.00	\$8.00	\$1,200.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00
P-152-1	Remove Fence	LF	30	\$10.00	\$300.00	\$7.00	\$210.00	\$10.00	\$300.00	\$10.00	\$300.00	\$10.00	\$300.00	\$10.00	\$300.00
P-152-2	24 Foot Swing Gate	EA	1	\$4,000.00	\$4,000.00	\$5,750.00	\$5,750.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
P-101-1	Cold Milling	SY	150	\$18.00	\$2,700.00	\$12.00	\$1,800.00	\$18.00	\$2,700.00	\$18.00	\$2,700.00	\$18.00	\$2,700.00	\$18.00	\$2,700.00
P-101-2	Remove Existing Drainage Pipe	LF	1,840	\$15.50	\$28,620.00	\$9.25	\$17,000.00	\$15.50	\$28,620.00	\$15.50	\$28,620.00	\$15.50	\$28,620.00	\$15.50	\$28,620.00
P-101-3	Remove Existing Drainage Structure	EA	1	\$4,000.00	\$4,000.00	\$5,170.00	\$5,170.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
P-151-1	Grading & Grubbing	AC	0.98	\$10,000.00	\$9,800.00	\$13,000.00	\$12,700.00	\$10,000.00	\$9,800.00	\$10,000.00	\$9,800.00	\$10,000.00	\$9,800.00	\$10,000.00	\$9,800.00
P-151-2	Wetland Tree Clearing	AC	0.04	\$50,000.00	\$2,000.00	\$10,000.00	\$400.00	\$20,000.00	\$800.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
P-152-1	Unexcavated Excavation	CY	26,870	\$8.30	\$223,881.00	\$8.00	\$215,040.00	\$10.00	\$268,700.00	\$10.00	\$268,700.00	\$10.00	\$268,700.00	\$10.00	\$268,700.00
P-152-2	Excavation In-Place	CY	5,480	\$5.00	\$27,400.00	\$7.50	\$41,100.00	\$4.00	\$21,920.00	\$5.00	\$27,400.00	\$5.00	\$27,400.00	\$5.00	\$27,400.00
P-154-1	Subbase	CY	7,610	\$30.00	\$228,300.00	\$28.00	\$213,080.00	\$32.00	\$244,320.00	\$32.00	\$244,320.00	\$32.00	\$244,320.00	\$32.00	\$244,320.00
P-206-1	Crushed Aggregate Base Course	CY	2,550	\$35.00	\$89,250.00	\$33.00	\$84,150.00	\$37.00	\$94,650.00	\$37.00	\$94,650.00	\$37.00	\$94,650.00	\$37.00	\$94,650.00
P-401-1	Asphalt Surface Course	TON	4,180	\$80.00	\$334,400.00	\$73.00	\$305,140.00	\$80.00	\$334,400.00	\$80.00	\$334,400.00	\$80.00	\$334,400.00	\$80.00	\$334,400.00
P-402-1	Emulsified Asphalt Prime Coat	GAL	5,050	\$2.50	\$12,625.00	\$4.35	\$21,867.50	\$3.50	\$17,675.00	\$4.26	\$21,513.00	\$4.00	\$16,200.00	\$4.00	\$16,200.00
P-403-1	Emulsified Asphalt Tack Coat	GAL	1,700	\$3.50	\$5,950.00	\$4.40	\$7,480.00	\$4.50	\$7,650.00	\$5.50	\$9,350.00	\$5.50	\$9,350.00	\$5.50	\$9,350.00
P-420-1	Permanent Paint Markings	SF	1,940	\$3.00	\$5,820.00	\$4.40	\$8,536.00	\$3.00	\$5,820.00	\$3.00	\$5,820.00	\$3.00	\$5,820.00	\$3.00	\$5,820.00
P-420-2	Black Paint Markings	SF	470	\$1.75	\$822.50	\$3.50	\$1,645.00	\$1.50	\$705.00	\$1.50	\$705.00	\$1.50	\$705.00	\$1.50	\$705.00
P-420-3	Temporary Paint Markings	SF	1,940	\$1.00	\$1,940.00	\$2.75	\$5,335.00	\$3.00	\$5,820.00	\$2.50	\$4,850.00	\$4.00	\$7,760.00	\$4.00	\$7,760.00
P-420-4	Paint Markings Removal	SF	100	\$2.50	\$250.00	\$4.40	\$440.00	\$5.50	\$550.00	\$5.00	\$500.00	\$5.00	\$500.00	\$5.00	\$500.00
T-901-1	Seed and Mulch	SY	34,840	\$0.60	\$20,904.00	\$0.45	\$15,678.00	\$0.60	\$20,904.00	\$0.60	\$20,904.00	\$0.60	\$20,904.00	\$0.60	\$20,904.00
T-905-1	Topsoil	SY	34,840	\$3.00	\$104,520.00	\$1.80	\$62,712.00	\$2.75	\$95,810.00	\$2.25	\$78,390.00	\$1.50	\$52,260.00	\$1.50	\$52,260.00
L-106-1	1/2" #8 L-824 Type C Cable	LF	8,470	\$1.50	\$12,705.00	\$1.25	\$10,587.50	\$1.50	\$12,705.00	\$1.50	\$12,705.00	\$1.50	\$12,705.00	\$1.50	\$12,705.00
L-106-2	1/2" #6 Bars Counterpose W/ve	LF	5,840	\$2.00	\$11,680.00	\$1.65	\$9,626.00	\$2.00	\$11,680.00	\$2.00	\$11,680.00	\$2.00	\$11,680.00	\$2.00	\$11,680.00
L-106-3	1/2" #4 800V Cable	LF	3,340	\$2.50	\$8,350.00	\$1.90	\$6,346.00	\$2.50	\$8,350.00	\$2.50	\$8,350.00	\$2.50	\$8,350.00	\$2.50	\$8,350.00
L-106-4	1/2" #2 800V Cable	LF	1,710	\$3.00	\$5,130.00	\$2.75	\$4,702.50	\$3.00	\$5,130.00	\$3.00	\$5,130.00	\$3.00	\$5,130.00	\$3.00</	

ITEM NO	DESIGNATION	UNIT	QTY	Engineer's Estimate		Wagner Bros. Const. Co., Inc.		Morris Construction Inc.		Jersey Hills Engineering Inc.		Bargent		RD Edmunds	
				UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
P-431-1	Emulsified Asphalt Tack Coat	GAL	250	13.50	\$3,375.00	16.50	\$3,375.00	16.50	\$3,375.00	15.50	\$3,375.00	15.50	\$3,375.00	2.00	\$300.00
P-430-1	Permanent Paint Markings	SF	80	13.00	\$1,040.00	14.40	\$1,152.00	15.00	\$1,200.00	14.00	\$1,120.00	14.00	\$1,120.00	4.00	\$520.00
P-430-3	Temporary Paint Markings	SF	80	11.00	\$880.00	12.75	\$1,020.00	13.00	\$1,040.00	12.50	\$1,000.00	12.50	\$1,000.00	4.00	\$520.00
T-931-1	Seed with Mutch	SY	530	10.60	\$5,618.00	10.45	\$5,543.50	10.40	\$5,512.00	10.50	\$5,565.00	10.50	\$5,565.00	1.00	\$130.00
T-931-1	Topsoil	SY	530	11.00	\$5,810.00	11.80	\$6,154.00	11.45	\$6,064.50	12.00	\$6,360.00	11.50	\$6,075.00	5.00	\$675.00
L-148-3	1/2" Al. 600V Cable	LF	240	12.50	\$3,000.00	11.80	\$2,832.00	11.75	\$2,820.00	12.25	\$2,940.00	12.00	\$2,880.00	2.00	\$250.00
L-1 D-1	2" PVC Direct Buried Conduit	LF	40	14.00	\$560.00	110.00	\$1,540.00	110.00	\$1,540.00	112.00	\$1,584.00	110.00	\$1,540.00	20.00	\$2,800.00
					\$173,777.80		\$218,129.80		\$205,924.58		\$184,253.08		\$184,113.80		\$26,968.78
Additive Alternates #2															
G-131-1	As-Built Drawings and Survey	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	7.75	\$7,750.00
G-131-2	Inlet Protection	EA	7	\$130.00	\$910.00	148.00	\$1,936.00	110.00	\$1,430.00	170.00	\$2,190.00	120.00	\$1,560.00	178.00	\$2,326.00
G-131-3	Storm Weirless	LF	100	17.75	\$1,775.00	16.50	\$1,650.00	15.25	\$1,525.00	14.00	\$1,400.00	15.00	\$1,500.00	19.00	\$3,310.00
G-131-4	Cold Weather Stabilizer	SY	12,240	10.25	\$125,310.00	10.45	\$127,878.00	10.50	\$128,100.00	10.50	\$128,100.00	10.20	\$124,848.00	1.00	\$12,240.00
D-731-1	12 inch RCP	LF	80	\$86.00	\$6,880.00	\$62.00	\$5,040.00	\$62.00	\$5,040.00	\$65.00	\$5,200.00	\$57.00	\$4,560.00	63.00	\$5,409.00
D-731-2	15 inch RCP	LF	610	\$65.00	\$39,650.00	\$65.50	\$40,055.00	\$68.00	\$41,480.00	\$63.00	\$38,490.00	\$64.00	\$39,040.00	73.00	\$4,762.00
D-731-3	18 inch RCP	LF	630	\$75.00	\$47,250.00	\$68.50	\$43,165.00	\$72.00	\$45,360.00	\$73.00	\$45,990.00	\$68.00	\$42,840.00	82.00	\$6,156.00
D-731-4	24 inch RCP	LF	630	\$85.00	\$53,550.00	\$81.00	\$51,630.00	\$84.00	\$52,920.00	\$81.00	\$51,030.00	\$86.00	\$54,180.00	82.00	\$6,956.00
D-731-5	4 Foot Diameter Catch Basin	EA	6	\$4,000.00	\$24,000.00	\$3,100.00	\$18,600.00	\$3,600.00	\$21,600.00	\$3,500.00	\$21,000.00	\$4,500.00	\$27,000.00	8,125.00	\$32,750.00
D-731-6	4 Foot Diameter Manhole	EA	11	\$4,000.00	\$44,000.00	\$4,750.00	\$52,250.00	\$5,500.00	\$60,500.00	\$5,200.00	\$57,200.00	\$6,500.00	\$71,500.00	8,950.00	\$35,750.00
D-731-7	6 Foot Diameter Catch Basin	EA	2	\$10,000.00	\$20,000.00	\$7,550.00	\$15,100.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$10,000.00	\$20,000.00	12.00	\$120,000.00
P-131-1	Remove Existing Drainage Pipe	LF	1,780	\$15.00	\$26,700.00	\$18.25	\$32,487.50	\$13.00	\$23,170.00	\$16.00	\$28,480.00	\$15.00	\$26,700.00	1,128.00	\$16,920.00
P-131-2	Remove Existing Drainage Structure	EA	3	\$710.00	\$2,130.00	\$775.00	\$2,325.00	\$480.00	\$1,440.00	\$590.00	\$1,770.00	\$500.00	\$1,500.00	1,128.00	\$12,902.40
P-131-3	Unclassified Excavation	CY	4,850	\$8.50	\$41,225.00	\$9.50	\$46,075.00	\$8.00	\$38,800.00	\$10.00	\$48,500.00	\$9.00	\$43,650.00	11.00	\$99,000.00
P-131-4	Embankment In-Place	CY	450	\$5.00	\$2,250.00	\$7.50	\$3,375.00	\$3.00	\$1,350.00	\$6.00	\$2,700.00	\$7.00	\$3,150.00	22.00	\$154.00
P-131-5	Subbase	CY	40	\$30.00	\$1,200.00	\$35.00	\$1,400.00	\$32.00	\$1,280.00	\$38.00	\$1,520.00	\$30.00	\$1,200.00	5.00	\$150.00
P-231-1	Crushed Aggregate Base Course	CY	70	\$43.00	\$3,010.00	\$45.00	\$3,150.00	\$42.00	\$2,940.00	\$48.00	\$3,360.00	\$40.00	\$2,800.00	22.00	\$924.00
P-231-2	Asphalt Surface Course	CY	30	\$90.00	\$2,700.00	\$72.00	\$2,160.00	\$75.00	\$2,250.00	\$80.00	\$2,400.00	\$70.00	\$2,100.00	5.00	\$450.00
P-231-3	Emulsified Asphalt Prime Coat	GAL	30	17.50	\$525.00	14.00	\$420.00	13.50	\$405.00	14.00	\$420.00	13.00	\$390.00	5.00	\$150.00
P-231-4	Emulsified Asphalt Tack Coat	GAL	20	13.50	\$2,700.00	14.00	\$2,800.00	14.00	\$2,800.00	13.50	\$2,700.00	13.50	\$2,700.00	4.00	\$540.00
T-931-1	Seed with Mutch	SY	12,240	\$9.50	\$116,280.00	\$9.45	\$115,662.00	\$9.40	\$114,816.00	\$9.50	\$116,280.00	\$9.40	\$114,816.00	5.00	\$61,200.00
T-931-1	Topsoil	SY	12,240	\$3.00	\$36,720.00	\$3.00	\$36,720.00	\$3.00	\$36,720.00	\$3.25	\$39,780.00	\$3.50	\$42,840.00	5.00	\$150.00
					\$1,517,616.80		\$1,651,475.80		\$1,546,534.80		\$1,603,584.80		\$1,606,668.80		\$481,784.80
Total (Base Bid, Additive Alternates #1, Additive Alternates #2)					\$2,677,463.80		\$3,270,799.50		\$2,811,589.80		\$2,798,765.80		\$3,172,393.50		\$3,378,887.50



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #27  
Date 4-11-18



William Cass, P.E.  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

January 31, 2018  
Bureau of Aeronautics

REQUESTED ACTION

Authorize the Department of Transportation to retroactively provide funding to the Laconia Airport Authority (Vendor Code 156889), for SBG-09-13-2017, to design, permit and bid (Phase I) the construction, marking, lighting and signing of Taxiway E extension, expand the itinerant aircraft parking apron and to remove and replace portions of the existing Runway 8 drainage system at the Laconia Municipal Airport, Gilford, NH. State and Federal participation in the amount of \$230,654.72 is effective upon Governor and Council approval through August 7, 2021. 90% Federal Funds, 5% General Funds, 5% Other Funds.

Funding is available as follows:	<u>FY 2018</u>
04-96-96-960030-7537	
FAA Projects	
034-500152 Design/Study	\$230,654.72

EXPLANATION

The following FAA State Block Grant has been awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-25-2017	\$2,177,659.00

A total of \$218,515.00 (or 90% of the project cost) is proposed from the FAA grant listed above for this airport development project (SBG-09-13-2017, copy attached), to design, permit and bid (Phase I) the construction, marking, lighting and signing of Taxiway E extension (approx. 2,300' x 35'), expand the itinerant aircraft parking apron (approx. 496 SY) and to remove and replace portions of the existing Runway 8 drainage system (approx. 50 LF), at the Laconia Municipal Airport, Gilford, NH.

This project is retroactive because it was necessary for the airport to design the project to obtain bids to request the exact amount of funds for the project from the FAA with the intent to fund both the design and construction in one grant/project. The airport made the decision to upfront the costs for design to demonstrate to the FAA that the project would be "shovel ready" to obtain the funds when they become

available. The FAA was unable to fund the entire project in FFY 2017 but project design funding was available and is granted retroactively. The construction portion of this project will be issued under a separate future grant(s).

Currently, there are several aircraft hangars north of Runway 8/26 that require aircraft to operate on 70-plus year old pavements with failing drainage system components, to traverse to and from the runway. The extension of Taxiway E will allow aircraft accessing the existing and future hangar development north of Runway 8/26 to operate on new debris free pavements with a working drainage system. The Runway 8/26 drainage improvements will ensure proper storm water runoff away from the runway. The expansion of the itinerant parking apron will provide additional peak period parking spaces for aircraft to safely park. This grant will only fund the design, permitting and bidding for this project. A future grant will be issued to complete the construction portion (Phase II) of this project.

The Department of Transportation proposes to accept the Federal funds for this project as a pass through to the Laconia Airport Authority in accordance with RSA 422:15. State participation in the amount of \$12,139.72 (5% of this project) is also requested. The Laconia Airport Authority will participate in the amount of \$12,139.72 (5% of this project). The total cost for this project is \$242,794.44.

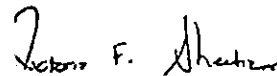
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

In accordance with the FAA grant assurances C- Sponsor Certifications, Responsibility and Authority of the Sponsor, the grant funds must be immediately available for the project to execute the grant offer; therefore all funding for this project is encumbered in the first fiscal year.

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2015 220:1 XVI-A1 Capital Budget.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/tls  
Attachment: