



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.  
Assistant Commissioner

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October 19, 2015  
Bureau of Aeronautics

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Transportation to award a grant to the Laconia Airport Authority (Vendor Code 156889), for SBG-09-10-2015, to perform airport pavement maintenance and paint marking and to prepare a Storm Water Pollution Prevention Plan (SWPPP) at the Laconia Municipal Airport. State and Federal participation in the amount of \$155,282.78 is effective upon Governor and Council approval through November 30, 2019. 90% Federal Funds, 5% General Funds, 5% Local Funds.

Funding is available as follows:

04-96-96-960030-7976	<u>FY 2016</u>
FAA Projects	
034-500161 New Construction	\$147,110.00
04-96-96-960030-1789	
FAA Projects	
034-500161 New Construction	\$8,172.78

**EXPLANATION**

The following Federal Aviation Administration (FAA) State Block Grants have been awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-11-2011	\$ 792,769.00
3-33-SBGP-21-2015	\$ 2,022,238.00

A total of \$147,110.00 (or 90% of the project cost) is proposed from the grants listed above for this airport development project (SBG-09-10-2015 copy attached), to perform airport pavement maintenance and paint marking and to prepare a Storm Water Pollution Prevention Plan (SWPPP) at the Laconia Municipal Airport. This project proposes to perform pavement maintenance on Runway 8-26, which includes crack sealing, repairs

and repainting of those areas that are impacted by the pavement maintenance. The project includes performing a Pavement Condition Index (PCI) survey of Runway 8-26 to ascertain the pavement condition. Also, this grant will fund an update to the Airport's SWPPP for the 2015 National Pollutant Discharge Elimination System (NPDES) permit requirements.

The cost breakdown of this project is as follows:

Administration	\$ 1,000.56
Engineering fees	\$ 50,639.00
Construction (Sealcoating, Inc.)	<u>\$ 111,816.00</u>
Total	\$ 163,455.56

The Department of Transportation accepts 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 \$8,172.78 (5% of this project) is also requested. The Laconia Airport Authority will participate in the amount of \$8,172.78 (5% of this project). The total cost of this airport improvement project is \$163,455.56.

In the event that the federal funds are 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, 2009 145:1, XII-A, and 2013 195:1 XVI-A.1 Capital Budget.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/tlsl

Attachment:

Laconia Municipal Airport  
 Bid Tabulation: Runway Pavement Maintenance Project - Phase 1 (SBG# 09-10-2015)  
 Bid Opening: August 11, 2015  
 Prepared by: Jacobs Engineering

ITEM NO.	DESCRIPTION	Est. QTY.	UNIT	Sealcoating, Inc.		Jacobs Engineering		Axtell's Pavement Solutions		HI-Lite Airfield Services, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID (Crack Seal, Crack Repair, Touch Up Paint Crack Seal/Repairs)</b>											
G-001-1	Safety and Phasing - Phase 1	1	LS	\$ 1,650.00	\$ 1,650.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
G-001-3	Contractor's Safety Plan Compliance Document	1	LS	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
G-002-1	As-Built Drawings	1	FLS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
M-001-1	Mobilization	1	LS	\$ 500.00	\$ 500.00	\$ 5,793.75	\$ 5,793.75	\$ 4,000.00	\$ 4,000.00	\$ 7,050.00	\$ 7,050.00
M-002-1	Crack Repair	1,900	LF	\$ 35.29	\$ 67,051.00	\$ 25.00	\$ 47,500.00	\$ 30.00	\$ 57,000.00	\$ 50.00	\$ 95,000.00
P-620-1	Bituminous Concrete Crack Sealing	21,500	LF	\$ 1.80	\$ 38,700.00	\$ 1.50	\$ 32,250.00	\$ 2.00	\$ 43,000.00	\$ 1.50	\$ 32,250.00
P-620-1	Touch Up Marking	1,500	SF	\$ 2.11	\$ 3,165.00	\$ 3.00	\$ 4,500.00	\$ 1.50	\$ 2,250.00	\$ 1.50	\$ 2,250.00
				<b>Base Bid - Bid Summary</b>							
				\$111,816		\$96,544		\$116,750		\$148,050	
<b>ALTERNATE #1 (Paint Runway Centerline)</b>											
P-620-2	Permanent Marking	6,000	SF	\$ 1.51	\$ 9,060.00	\$ 1.75	\$ 10,500.00	\$ 1.50	\$ 9,000.00	\$ 0.55	\$ 3,300.00
P-620-4	Black Marking	7,500	SF	\$ 0.54	\$ 4,050.00	\$ 0.75	\$ 5,625.00	\$ 0.75	\$ 5,625.00	\$ 0.40	\$ 3,000.00
P-620-5	Marking Removal	1,000	SF	\$ 0.91	\$ 910.00	\$ 1.50	\$ 1,500.00	\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00
				<b>Alternate #1 - Bid Summary</b>		\$17,625		\$18,625		\$10,300	
<b>ALTERNATE #2 (Seal Coat Runway 1050'L x 100' W &amp; Repaint 1640'L East End of Runway)</b>											
				<b>Alternate #2 - Bid Summary</b>		\$80,920		\$116,003		\$109,550	
G-001-2	Safety and Phasing - Phase 2	1	LS	\$ 3,750.00	\$ 3,750.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 29,000.00	\$ 29,000.00
M-001-2	Mobilization (5%)	1	LS	\$ 2,925.00	\$ 2,925.00	\$ 4,702.50	\$ 4,702.50	\$ 4,000.00	\$ 4,000.00	\$ 4,930.00	\$ 4,930.00
P-608-1	Emulsified Asphalt Seal Coat	12,000	SY	\$ 1.48	\$ 17,760.00	\$ 2.00	\$ 24,000.00	\$ 2.50	\$ 30,000.00	\$ 2.00	\$ 24,000.00
P-608-2	Friction Testing	1	LS	\$ 4,925.00	\$ 4,925.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
P-620-2	Permanent Marking	17,000	SF	\$ 1.51	\$ 25,670.00	\$ 1.75	\$ 29,750.00	\$ 1.25	\$ 21,250.00	\$ 0.55	\$ 9,350.00
P-620-3	Temporary Marking	8,800	SF	\$ 0.60	\$ 5,280.00	\$ 1.00	\$ 8,800.00	\$ 1.00	\$ 8,800.00	\$ 0.35	\$ 3,080.00
P-620-4	Black Marking	23,000	SF	\$ 0.54	\$ 12,420.00	\$ 0.75	\$ 17,250.00	\$ 0.50	\$ 11,500.00	\$ 0.40	\$ 9,200.00
P-620-5	Marking Removal	9,000	SF	\$ 0.91	\$ 8,190.00	\$ 1.50	\$ 13,500.00	\$ 1.00	\$ 9,000.00	\$ 1.00	\$ 9,000.00
				<b>Alternate #2 - Bid Summary</b>		\$80,920		\$116,003		\$109,550	
				<b>Total Bid Summary</b>		\$206,756		\$230,171		\$244,925	
										\$267,910	



U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT**  
**Part 1 - Offer**

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Date of Offer: March 2, 2011

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-11-2011

DUNS No.: 80-859-1697

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 31, 2011, for a grant of Federal funds for a project at or associated with the State of New Hampshire Block Grant Program which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

State Block Grant (FY2011, Phase I),

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95 percent of such costs.

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

#### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$792,769.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00 for planning  
\$792,769.00 for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before March 15, 2011, or such subsequent date as may be prescribed in writing by the FAA.

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

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

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

11. Trafficking Persons:

**a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. 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- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or 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 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

**b. Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

i. Associated with performance under this award; or

ii. 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 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

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 Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Bruce H. Kelly  
Title: <sup>Actual</sup> Manager, Airports Division,  
New England Region

Part II - Acceptance

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

Executed this 7 day of March, 2011.

State of New Hampshire

By: [Signature]  
Title: Jack W. Ferns, Director  
Aeronautics, Rail, and Transit  
NHDOT

(SEAL)

Attest: Diane Hartford  
Title: Admin. Asst.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, David M. Hills, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of 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 Concord, N.H. this 7<sup>th</sup> day of March, 2011.

[Signature]  
Signature of Sponsor's Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

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

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

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 debars 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 eInvoicing 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.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:

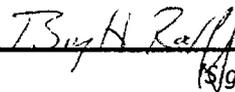
- 1. Subgrants, and
- 2. The total compensation of the five most highly compensated executives of any subrecipient.

**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.

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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)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division

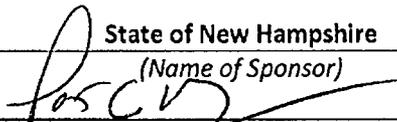
(Title)

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>

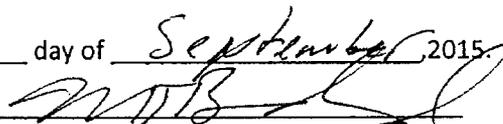
Executed this 8th day of September, 2015.

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 BENEFITS, Rail and Transit  
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew T. 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 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.

Application for Federal Assistance SF-424		
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
* 3. Date Received: <b>MAY 01 2015</b>	4. Application Identifier:	
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: AIP #3-33-SBGP-21-2015	
<b>State Use Only:</b>		
6. Date Received by State:	7. State Application Identifier:	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: New Hampshire Department of Transportation		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000618	* c. Organizational DUNS: 80-859-1697	
<b>d. Address:</b>		
* Street1: 7 Hazen Drive	Street 2: P.O.Box 483	
* City: Concord	County: Merrimack	
* State: NH	Province:	
Country: USA	* Zip/ Postal Code: 03302	
<b>e. Organizational Unit:</b>		
Department Name: New Hampshire Department of Transportation	Division Name: Bureau of Aeronautics	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Ms.	First Name: Carol	
Middle Name:		
* Last Name: Niewola		
Suffix: P.E., C.M.		
Title: Senior Aviation Planner		
<b>Organizational Affiliation:</b> New Hampshire Department of Transportation		
* Telephone Number: (603) 271-1675	Fax Number: (603) 271-1689	
* Email: cniewola@dot.state.nh.us		



New Hampshire Department  
of Transportation  
Bureau of Aeronautics

**GRANT AGREEMENT**

**PART I – OFFER**

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Date of Offer	<u>September 8, 2015</u>
Airport/Planning Area	<u>Laconia Municipal Airport</u>
AIP Grant Number	<u>SBG 09-10-2015</u>
DUNS Number	<u>86-856-4758</u>
<b>TO:</b>	<u>Laconia Airport Authority/City of Laconia, New Hampshire</u> (herein called the "Sponsor")
<b>FROM:</b>	<u>The State of New Hampshire</u> (acting through the New Hampshire Department of Transportation, herein called the "State")

**WHEREAS**, the Sponsor has submitted to the State a Project Application dated August 17, 2015, 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 hereby 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:

Airport Pavement Maintenance and Marking; Prepare SWPPP Update

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, 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 95 percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of allowable costs incurred in accomplishing 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 \$155,282.78.  
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
  - \$0.00 for planning
  - \$155,282.78 for airport development or noise program implementation
  - \$0.00 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable under the Act.
3. **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.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the 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.
5. **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.
6. **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 October 9, 2015, or such subsequent date as may be prescribed in writing by the State.
7. **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 State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State shares 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.
8. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State shall be responsible or liable for damage to property or injury to persons which may arise from, or be incident to compliance with this grant agreement. 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.

9. **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 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 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **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.

11. **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 the State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter 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. If the State determines that a change in the grant description is advantageous and in the best interests of the United States and the State, the State can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the State has changed the grant amount or grant description to the amount or description in the letter.

12. **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.

13. **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.

14. **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.

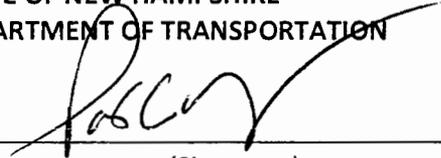
15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States and the State, as stated in Condition No. 1 of this Grant Offer:
  - A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **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 State.
17. **Suspension or Debarment.** The Sponsor must inform the State when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When 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 when driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
  - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that 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) 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 State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the 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 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Included with Grant Application.** The Exhibit “A” updated February 2014, submitted with the project application is made a part of this grant agreement.
21. **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.
22. **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.
23. **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.
24. **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.
25. **Insurances.** The sponsor shall, at its sole expense, and shall 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:
- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; 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.

26. **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.
27. **Pending Documents.** No grant reimbursements under this grant agreement will be made by the United States and State to the Sponsor until the Construction Safety and Phasing Plan for this project has been provided to, and accepted by the State.

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

(Typed Name)

Director, Division of Aeronautics, Rail & Transit

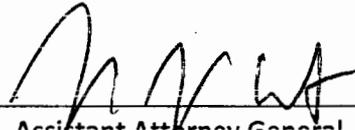
(Title)

**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:

10/27/15

By:



Assistant Attorney General

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

Dated:

By:

Secretary of State

Attest:

(Title)

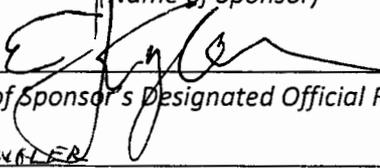
**PART II - ACCEPTANCE**

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 28<sup>th</sup> day of SEPTEMBER, 2015.

CITY OF LACONIA / LACONIA AIRPORT AUTHORITY  
(Name of Sponsor)

  
(Signature of Sponsor's Designated Official Representative)

By: EDWARD ENDLER  
(Typed Name of Sponsor's Designated Official Representative)

Title: MAYOR, CITY OF LACONIA / CHAIR, LACONIA AIRPORT AUTHORITY  
(Title of Sponsor)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, P. T. Fitzgerald acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of N.H.. 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 Leicester this 30<sup>th</sup> day of Sept.

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, Stacy Anders, do hereby certify that I am the Deputy 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 vote of the City Council to execute and deliver on behalf of the municipality any contracts 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: September 28, 2015.

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 28<sup>th</sup> day of September, 2015.

Stacy Anders  
Signature

SEAL

Deputy City Clerk

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

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the State of New Hampshire, county of Belknap, upon this date September 28, 2015, appeared before me Kalena Graham, the abovesigned officer personally appeared Stacy Anders 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.

Kalena Graham  
Signature of Notary or Justice of the Peace

Kalena Graham, Notary Public

SEAL

\_\_\_\_\_  
Name of ~~Notary~~ Justice of the Peace  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
June 5, 2018

\_\_\_\_\_  
Date of Expiration of Commission



**ace usa**

ACE USA  
Energy Centre  
1100 Poydras Street  
Suite 2150  
New Orleans LA 70163

504 310-3600 *main*  
504 310-3610 *fax*  
www.ace-ina.com

September 8, 2015

**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. THE CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.**

**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 011

**Policy period:** From: March 5, 2014 to: March 5, 2017 ( both dates at 12.01 am LST)

**Location:** Laconia Municipal Airport (FAA Identifier: LCI), Laconia, New Hampshire

**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

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

**Additional Agreement:** WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the **Certificate Holder** shown on Page 2 of 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".



**ace usa**

September 8, 2015

**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  
P. O. Box 483  
Concord, New Hampshire 03302-0483**

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverages afforded by the policy described on page 1 of this Certificate of Insurance. Aggregate limits shown may have been reduced by paid claims. We have made provision to provide the Certificate Holder with thirty (30) days prior written notice in the event of cancellation of the above described policy, except that such notice will be ten (10) days for non payment of premium, or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause, if they form part of the policy.

A handwritten signature in black ink, appearing to read 'Roddy McMullen', written over a horizontal line.

By

Roddy McMullen, Executive Underwriter  
(Authorized Representative)



**GENERAL ENDORSEMENT**

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 312
Policy Symbol HDO	Policy Number G27393287	Policy Period 07/01/2015 to 07/01/2016	Effective Date of Endorsement 10/05/2015
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.

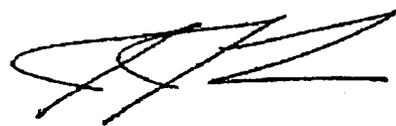
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is agreed effective 10/05/2015 that the following endorsement is added to the policy:

Endt. 313, ALL22422 Public Entity Additional Insured Endorsement



Authorized Representative

**PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT**

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 313
Policy Symbol HDO	Policy Number G27393287	Policy Period 07/01/2015 TO 07/01/2016	Effective Date of Endorsement 10/05/2015
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.**

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**

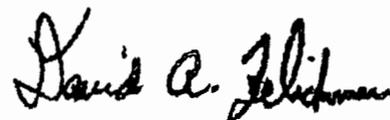
Thirty (30) days written notice shall be given to the Scheduled Entity in the event of cancellation and/or reduction in limits or coverage.

**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.

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



Authorized Agent

## NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 54
Policy Symbol ISA	Policy Number H08853691	Policy Period 07/01/2015 TO 07/01/2016	Effective Date of Endorsement 07/01/2015
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:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
  - 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.



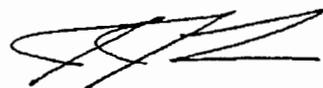
**Workers' Compensation and Employers' Liability Policy**

Named Insured JACOBS ENGINEERING GROUP, INC. 155 NORTH LAKE AVENUE PASADENA CA 91101	Endorsement Number
	Policy Number Symbol: WLR Number: C48150202
Policy Period 07-01-2015 TO 07-01-2016	Effective Date of Endorsement 07-01-2015
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.



Authorized Representative

**Laconia Municipal Airport  
Gilford, NH**

**RUNWAY PAVEMENT MAINTENANCE PROJECT – PHASE 1  
2015 NPDES SWPPP UPDATE**

**SBG-09-10-2015**

**GRANT APPLICATION**

Submitted By: Laconia Municipal Airport

Contact: Mr. Marv Everson  
Airport Manager  
65 Aviation Drive  
Gilford, NH 03429

603-524-5003  
marv.everson@laconiaairport.com

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\* 2. Type of Application:

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

**RECEIVED**

\* 3. Date Received:

AUG 17 2015

4. Applicant Identifier:

5a. Federal Entity Identifier:

NH AERONAUTICS

5b. Federal Award Identifier:

NH SBG 09-10-2015

**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:

869564758

**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:**

\* Title:

**13. Competition Identification Number:**

Title:

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

Gilford-Belknap-New Hampshire.tif

Add Attachment

Delete Attachment

View Attachment

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

Perform Runway Pavement Maintenance Project - Phase 1 (Design, Bidding, and Construct Base Bid).  
Prepare SWPPP Update.

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="147,110.00"/>	✓✓
* b. Applicant	<input type="text" value="8,172.78"/>	✓✓
* c. State	<input type="text" value="8,172.78"/>	✓✓
* 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="163,455.56"/>	✓✓

**\* 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.

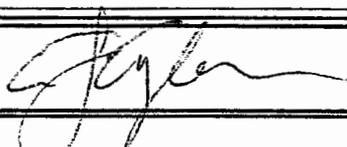
**Authorized Representative:**

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

\* Title:

\* Telephone Number:  Fax Number:

Mail:

\* Signature of Authorized Representative: 

\* Date Signed:

## Application for Federal Assistance (Development Projects)

### PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p><b>Item 1.</b> Does this assistance request require State, local, regional, or other priority rating?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:  Priority:</p>
<p><b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:  (Attach Documentation)</p>
<p><b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><b>Item 4.</b> Does this assistance request require State, local, regional, or other planning approval?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:  Date:</p>
<p><b>Item 5.</b> Is the proposal project covered by an approved comprehensive plan?   <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Check one:   State   <input type="checkbox"/>                            Local   <input checked="" type="checkbox"/>                            Regional   <input type="checkbox"/>          Location of Plan:   Laconia Municipal Airport</p>
<p><b>Item 6.</b> Will the assistance requested serve a Federal installation?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:  Federal Population benefiting from Project:</p>
<p><b>Item 7.</b> Will the assistance requested be on Federal land or installation?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:  Location of Federal Land:  Percent of Project:        %</p>
<p><b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p><b>Item 9.</b> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Number of:          Individuals:          Families:          Businesses:          Farms:</p>
<p><b>Item 10.</b> Is there other related Federal assistance on this project previous, pending, or anticipated?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

**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:

Not applicable. This project does not influence land use.

**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. Capital improvement plan and airport master plan.

**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. The project does not affect the community.

**6. 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 which project is proposed.

Yes. Project has been presented to the Airport Authority.

**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:

Not applicable.

**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":

None.

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":

Not applicable.

(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"

Not applicable.

\*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**

<b>SECTION A – GENERAL</b>			
1. Federal Domestic Assistance Catalog Number:		<u>20.106</u>	
2. Functional or Other Breakout:		<u>Airport Improvement Program</u>	
<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 1,000.56
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$50,639.00
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			\$111,816.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$163,455.56
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$163,455.56
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$163,455.56
20. Federal Share requested of Line 19			\$147,110.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$147,110.00
23. Grantee share			\$8,172.78
24. Other shares			\$8,172.78
j. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 163,455.56

<b>SECTION C – EXCLUSIONS</b>		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$	\$
<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>		
<b>27. Grantee Share</b>		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		\$8,172.78
<b>28. Other Shares</b>		
a. State		\$8,172.78
b. Other		
c. Total Other Shares		
<b>29. TOTAL</b>		\$ 16,345.56
<b>SECTION E – REMARKS</b>		

**PART IV – PROGRAM NARRATIVE (Attach – See Instructions)**

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

<b>PROJECT :</b> Runway and Taxiway Pavement Maintenance - Phase 1
<b>AIRPORT :</b> Laconia Municipal Airport
<b>1. Objective:</b> The project objective is to perform pavement maintenance on Runway 8-26. Maintenance includes; crack sealing, repairs and touchup painting of the runway where effected by the project. Related to the pavement maintenance, the project includes performing a Pavement Condition Index (PCI) survey of Runway 8-26 to ascertain the pavement condition. A secondary objective of the project is to update the Airport's SWPPP for the 2015 EPA NPDES permit requirements.
<b>2. Benefits Anticipated:</b> The benefit of crack sealing is to prolong the life of the runway pavement in order to minimize the frequency and costs of re-paving. The PCI survey provides an objective evaluation of the pavement condition. The SWPPP update is required for compliance with the federal regulation.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) The pavement maintenance project designed and bid crack sealing, crack repair, runway centerline painting and surface seal coating ("Gilsonite") on 1050' of Runway 26. The bids exceeded available funding. Therefore, only the base bid - crack sealing, crack repair and touch up painting on the runway will be awarded. Therefore, the centerline painting (Alt. #1) and seal coating (Alt. #2) will be deferred to a Phase 2 project in 2016. (See item 5 for continuation)
<b>4. Geographic Location:</b> Gilford, NH. Project will be on Runway 8-26.
<b>5. If Applicable, Provide Additional Information:</b> (See item 3 for previous information) In this application, approximately 8 hours was expended to develop the specifications related to Alt. #'s 1 and 2. The PCI was conducted in accordance with the ASTM criteria and a report will be delivered to the airport. The SWPPP update is to be prepared in accordance with the 2015 EPA NPDES permit requirements.
<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 Program Narrative (continued)

7. Project Environmental Impacts:

The project is Categorically Excluded (CATEX) in accordance with paragraphs 5-6.4.e (Runway Pavement Maintenance) and 5-6.4.d (NPDES SWPPP Update) of FAA Order 1050.1F. The project results in no extraordinary circumstances per FAA Order 1050.1F, paragraph 5-2.

8. Project Disadvantage Business Enterprise (DBE) Statement:

The Airport has an FAA approved goal of 1.65% for all projects for the period of federal fiscal years 2015-2017. The contractor's bid proposal for this project indicates an anticipated DBE participation of 2.35%.

9. Project Coordination Efforts:

The project requires 10 night closures of the runway and a portion of the taxiways. The project includes turning off NAVAIDS/VISAIDS during the night closures. The contractor will provide a schedule upon issuance of a NTP. The Airport Manager will distribute the schedule to the flying community including the airport FBO's, FAA and NHDOT.

10. Project Organizational Chart:

See Appendix 4.

11. Bid Tabulation (including engineer's estimate of construction cost):

See Appendix 5.

12. Section 106 of The National Historic Preservation Act coordination:

The construction project includes pavement repairs in areas previously disturbed and pavement remarking. In accordance with the NHDOT Bureau of Aeronautics website\*, this type of project does not require coordination with NH State Historical Preservation Office (SHPO).

\* <http://www.nh.gov/dot/org/aerorailtransit/aeronautics/programs/blockgrants.htm>

Certification of Contracts, Grants, Loans, and Cooperative Agreements

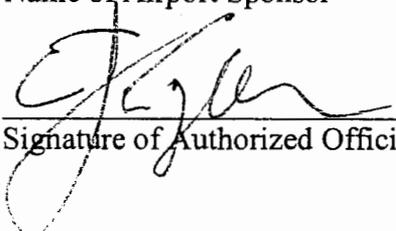
The undersigned certifies, to the best of his or her knowledge and belief, that:

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: 8/17/15

Laconia Municipal Airport  
Name of Airport Sponsor

  
Signature of Authorized Official

Mayor, City of Laconia  
Title of Authorized Official

Appendix 1 – Exhibit A



**Appendix 2 – Standard Sponsor Certification Forms**

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Municipal Airport  
Airport: Laconia Municipal Airport  
Project Number: SBG-09-10-2015  
Description of Work: Pavement Maintenance Project – Phase 1

#### 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 §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were ~~or will be~~ made to ensure fair and open competition from a wide area of interest.  
 Yes    No    N/A
  
2. Consultants were ~~or will be~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.  
 Yes    No    N/A
  
3. A record of negotiations has been ~~or will be~~ prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.  
 Yes    No    N/A
  
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).  
 Yes    No    N/A

5. The consultant services contracts clearly ~~or will clearly~~ establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.  
 Yes    No    N/A
  
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.  
 Yes    No    N/A
  
7. Mandatory contact provisions for grant-assisted contracts have been ~~or will be~~ included in consultant services contracts.  
 Yes    No    N/A
  
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not ~~or will not be~~ used.  
 Yes    No    N/A
  
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.  
 Yes    No    N/A

Additional documentation for any above item marked "no":

**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 17<sup>th</sup> day of August, 2015.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Designated Official Representative: Edward Engler

Title of Sponsor's Designated Official Representative: Mayor, City of Laconia

Signature of Sponsor's Designated Official Representative: 

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Municipal Airport  
Airport: Laconia Municipal Airport  
Project Number: SBG-09-10-2015  
Description of Work: Pavement Maintenance Project – Phase 1

#### 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 design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were ~~or will be~~ prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).  
 Yes    No    N/A
  
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.  
 Yes    No    N/A
  
3. The development that is included ~~or will be included~~ in the plans is depicted on the airport layout plan approved by the FAA.  
 Yes    No    N/A
  
4. Development that is ineligible for AIP funding has been ~~or will be~~ omitted from the plans and specifications.  
 Yes    No    N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are ~~or will be~~ included in the project specifications.  
 Yes    No    N/A
  
6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.  
 Yes    No    N/A
  
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.  
 Yes    No    N/A
  
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been ~~or will be~~ discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.  
 Yes    No    N/A
  
9. 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.  
 Yes    No    N/A
  
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.  
 Yes    No    N/A

Attach Additional documentation for any above item marked "no":

**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.

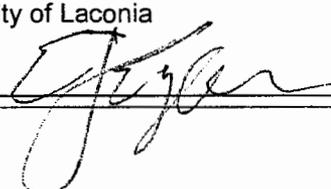
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 17<sup>th</sup> day of August, 2015.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Designated Official Representative: Edward Engler

Title of Sponsor's Designated Official Representative: Mayor, City of Laconia

Signature of Sponsor's Designated Official Representative: 

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Municipal Airport  
Airport: Laconia Municipal Airport  
Project Number: SBG-09-10-2015  
Description of Work: Pavement Maintenance Project – Phase 1

### 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 real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.  
 Yes    No    N/A
  
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
 Yes    No    N/A
  
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project.
  - b. The lessor is a public agency.
  - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes    No    N/A
  
4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.  
 Yes    No    N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes  No  N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:
- The right of flight
  - The right of ingress and egress to remove obstructions
  - The right to restrict the establishment of future obstructions
- Yes  No  N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- Valuation data to estimate the current market value for the property interest acquired on each parcel
  - Verification that an opportunity has been provided the property owner or representative to ~~accompany appraisers during inspections~~
- Yes  No  N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes  No  N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes  No  N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- No coercive action to induce agreement
  - Supporting documents for settlements included in the project files
- Yes  No  N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
- Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
  - Supporting documents for awards included in the project files
- Yes  No  N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes  No  N/A

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

Yes  No  N/A

Additional documentation for any above item marked "no":

**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.

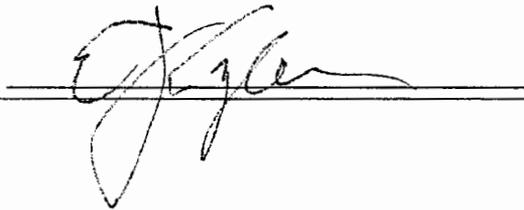
Executed on this 17<sup>th</sup> day of August, 2015.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Designated Official Representative: Edward Engler

Title of Sponsor's Designated Official Representative: Mayor, City of Laconia

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_



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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Municipal Airport

Airport: Laconia Municipal Airport

Project Number: SBG-09-10-2015

Description of Work: Pavement Maintenance Project – Phase 1

### 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. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were ~~or will~~ be determined to be qualified as well as competent to perform the work.  
 Yes    No    N/A
  
2. Daily construction records ~~were or~~ will be kept by the resident engineer/construction inspector as follows:
  - a. Work in progress
  - b. Quality and quantity of materials delivered
  - c. Test locations and results
  - d. Instructions provided the contractor
  - e. Weather conditions
  - f. Equipment use
  - g. Labor requirements
  - h. Safety problems
  - i. Changes required Yes    No    N/A

3. Weekly payroll records and statements of compliance ~~were or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.  
 Yes  No  N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents ~~have been or~~ will be submitted to the Federal Aviation Administration (FAA).  
 Yes  No  N/A
5. All tests specified in the plans and specifications ~~were or~~ will be performed and the test results documented as well as made available to the FAA.  
 Yes  No  N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions ~~were or~~ will be taken.  
 Yes  No  N/A
7. Payments to the contractor ~~were or~~ will be made in compliance with contract provisions as follows:
- a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
  - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
- Yes  No  N/A
8. The project ~~was or~~ will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.  
 Yes  No  N/A
9. A final project inspection ~~was or~~ will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.  
 Yes  No  N/A
10. Work in the grant agreement ~~was or~~ will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.  
 Yes  No  N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan ~~have been or~~ will be submitted to the FAA.  
 Yes  No  N/A
12. Applicable close out financial reports ~~have been or~~ will be submitted to the FAA.  
 Yes  No  N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

Additional documentation for any above item marked "no":

**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.

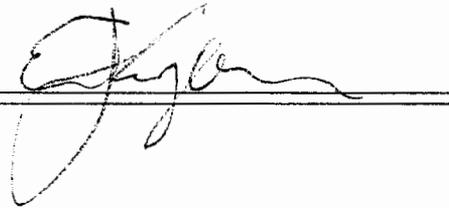
Executed on this 17<sup>th</sup> day of August, 2015.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Designated Official Representative: Edward Engler

Title of Sponsor's Designated Official Representative: Mayor, City of Laconia

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Municipal Airport  
Airport: Laconia Municipal Airport  
Project Number: SBG-09-10-2015  
Description of Work: Pavement Maintenance Project – Phase 1

### 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 the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement ~~has been~~ or will be published 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.

Yes    No    N/A

2. An ongoing drug-free awareness program ~~has been or~~ will be established 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
  - 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.

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, the employee will:
- Abide by the terms of the statement
  - 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. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- Yes  No  N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- 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
  - Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program 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 to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- Yes  No  N/A

Site(s) of performance of work:

**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 03110

**Location 3 (if applicable)**

Name of Location: The Smart Associates Environmental Consultants, Inc.  
Address: 72 North Main Street, Concord, NH 03301

**Location 4 (if applicable)**

Name of Location: Sealcoating, Inc.  
Address: 825 Granite Street, Braintree, MA 02184

Additional documentation for any above item marked "no":

**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 17<sup>th</sup> day of August, 2015.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Designated Official Representative: Edward Engler

Title of Sponsor's Designated Official Representative: Mayor, City of Laconia

Signature of Sponsor's Designated Official Representative: 

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Laconia Municipal Airport  
Airport: Laconia Municipal Airport  
Project Number: SBG-09-10-2015  
Description of Work: Pavement Maintenance Project – Phase 1

### 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 procurements conform to these federal standards.

This certification applies to all equipment 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.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is ~~or will be~~ in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.  
 Yes    No    N/A
  
2. For all contacts, qualified and competent personnel are ~~or will be engaged~~ to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.  
 Yes    No    N/A
  
3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included ~~or will include~~ clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts  
 Yes    No    N/A

4. Sponsor procurement actions using the competitive sealed bid method 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
  - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
  - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes  No  N/A
6. For construction and equipment installation projects, the bid solicitation includes ~~or will include~~ the current federal wage rate determination for the appropriate type of project
- Yes  No  N/A
7. All construction and equipment installation contracts contain ~~or will contain~~ provisions for:
- a. Access to Records
  - b. Buy American Preferences
  - c. Civil Rights (General Provisions and Title VI Assurances)
  - d. Federal Fair Labor Standards
  - e. Occupational Safety and Health Act requirements
  - f. Seismic Safety (applies only to projects that include buildings)
  - g. State Energy Conservation Requirements (as applicable)
  - h. U.S. Trade Restriction
  - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes  No  N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain ~~or will contain~~ the provisions established by:
- a. Davis-Bacon and Related Acts
  - b. Copeland "Anti-Kickback" Act
- Yes  No  N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain ~~or will contain~~ a contract provision that discourages distracted driving

Yes  No  N/A

10. 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. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes  No  N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been ~~or will be~~ made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes  No  N/A

12. 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%
- 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. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes  No  N/A

13. Concurrence ~~was~~ or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes  No  N/A

Additional documentation for any above item marked "no":

**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.

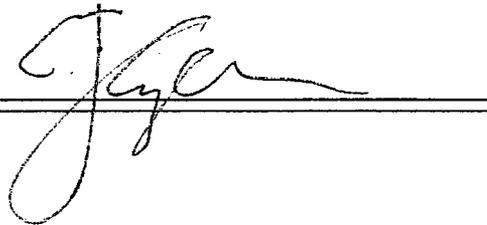
Executed on this 17<sup>th</sup> day of August, 2015.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Designated Official Representative: Edward Engler

Title of Sponsor's Designated Official Representative: Mayor, City of Laconia

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_



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

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Sponsor: Laconia Municipal Airport  
Airport: Laconia Municipal Airport  
Project Number: SBG-09-10-2015  
Description of Work: Pavement Maintenance Project – Phase 1

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by ~~state or local law or regulations~~, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes  No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes  No

3. Explanation of items marked "no":

**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.

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.

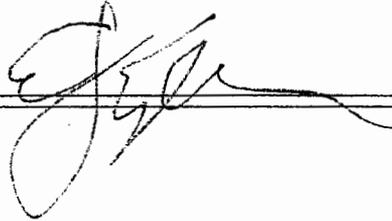
Executed on this 17th day of August, 2015.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Designated Official Representative: Edward Engler

Title of Sponsor's Designated Official Representative: Mayor, City of Laconia

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_



Appendix 3 - Grant Assurances for Airport Sponsors



**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 02/11/2015 (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.

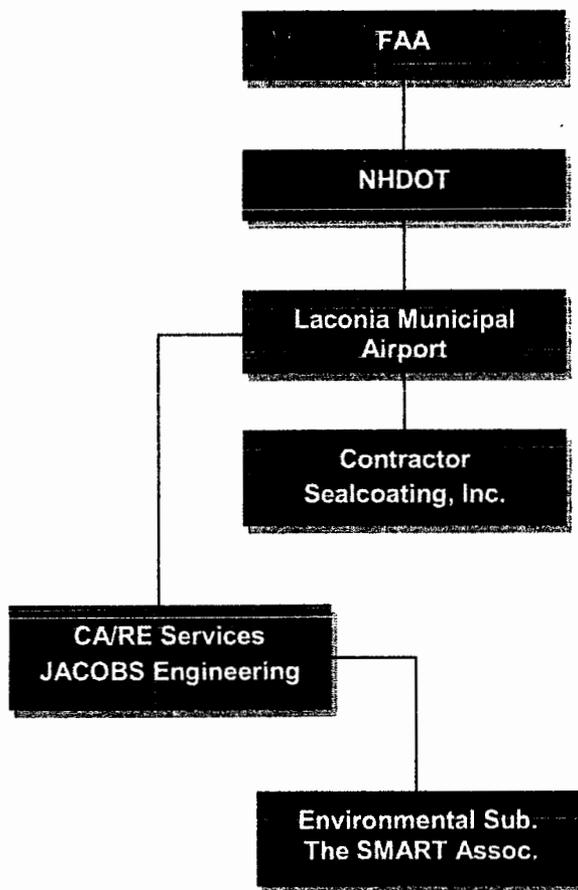
**39. Competitive Access.**

- 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.

Appendix 4 – Organizational Chart

Laconia Municipal Airport  
Pavement Maintenance Project – Phase 1

Grant #SBG-09-10-2015  
Project Organizational Chart



Appendix 5 –Bid Tabulation

Laconia Municipal Airport  
 Bid Tabulation: Runway Pavement Maintenance Project - Phase 1 (SBG# 09-10-2015)  
 Bid Opening: August 11, 2015  
 Prepared by: Jacobs Engineering

ITEM NO.	DESCRIPTION	Est. QTY.	UNIT	Sealcoating, Inc.		Jacobs Engineering		Axtell's Pavement Solutions		Hi-Lite Airfield Services, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID (Crack Seal, Crack Repair, Touch Up Paint Crack Seal/Repairs)</b>											
G-001-1	Safety and Phasing - Phase 1	1	LS	\$ 1,650.00	\$ 1,650.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
G-001-3	Contractor's Safety Plan Compliance Document	1	LS	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
G-002-1	As-Built Drawings	1	FLS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
M-001-1	Mobilization	1	LS	\$ 500.00	\$ 500.00	\$ 5,793.75	\$ 5,793.75	\$ 4,000.00	\$ 4,000.00	\$ 7,050.00	\$ 7,050.00
M-002-1	Crack Repair	1,900	LF	\$ 35.29	\$ 67,051.00	\$ 25.00	\$ 47,500.00	\$ 30.00	\$ 57,000.00	\$ 50.00	\$ 95,000.00
P-605-1	Bituminous Concrete Crack Sealing	21,500	LF	\$ 1.80	\$ 38,700.00	\$ 1.50	\$ 32,250.00	\$ 2.00	\$ 43,000.00	\$ 1.50	\$ 32,250.00
P-620-1	Touch Up Marking	1,500	SF	\$ 2.11	\$ 3,165.00	\$ 3.00	\$ 4,500.00	\$ 1.50	\$ 2,250.00	\$ 1.50	\$ 2,250.00
Base Bid - Bid Summary					\$111,816		\$96,544		\$116,750		\$148,050
<b>ALTERNATE #1 (Paint Runway Centerline)</b>											
P-620-2	Permanent Marking	6,000	SF	\$ 1.51	\$ 9,060.00	\$ 1.75	\$ 10,500.00	\$ 1.50	\$ 9,000.00	\$ 0.55	\$ 3,300.00
P-620-4	Black Marking	7,500	SF	\$ 0.54	\$ 4,050.00	\$ 0.75	\$ 5,625.00	\$ 0.75	\$ 5,625.00	\$ 0.40	\$ 3,000.00
P-620-5	Marking Removal	1,000	SF	\$ 0.91	\$ 910.00	\$ 1.50	\$ 1,500.00	\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00
Alternate #1 - Bid Summary					\$14,020		\$17,625		\$18,625		\$10,300
<b>ALTERNATE #2 (Seal Coat Runway 1050'L x 100' W &amp; Repaint 1640'L East End of Runway)</b>											
G-001-2	Safety and Phasing - Phase 2	1	LS	\$ 3,750.00	\$ 3,750.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 39,000.00	\$ 39,000.00
M-001-2	Mobilization (5%)	1	LS	\$ 2,925.00	\$ 2,925.00	\$ 4,702.50	\$ 4,702.50	\$ 4,703.00	\$ 4,703.00	\$ 4,330.00	\$ 4,330.00
P-608-1	Emulsified Asphalt Seal Coat	12,000	SY	\$ 1.48	\$ 17,760.00	\$ 2.00	\$ 24,000.00	\$ 2.50	\$ 30,000.00	\$ 2.00	\$ 24,000.00
P-608-2	Friction Testing	1	LS	\$ 4,925.00	\$ 4,925.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
P-620-2	Permanent Marking	17,000	SF	\$ 1.51	\$ 25,670.00	\$ 1.75	\$ 29,750.00	\$ 1.25	\$ 21,250.00	\$ 0.55	\$ 9,350.00
P-620-3	Temporary Marking	8,800	SF	\$ 0.60	\$ 5,280.00	\$ 1.00	\$ 8,800.00	\$ 1.00	\$ 8,800.00	\$ 0.35	\$ 3,080.00
P-620-4	Black Marking	23,000	SF	\$ 0.54	\$ 12,420.00	\$ 0.75	\$ 17,250.00	\$ 0.50	\$ 11,500.00	\$ 0.40	\$ 9,200.00
P-620-5	Marking Removal	9,000	SF	\$ 0.91	\$ 8,190.00	\$ 1.50	\$ 13,500.00	\$ 1.00	\$ 9,000.00	\$ 1.00	\$ 9,000.00
Alternate #2 - Bid Summary					\$80,920		\$116,003		\$109,550		\$103,560
Total Bid Summary					\$206,766		\$230,171		\$244,925		\$261,910

Appendix 6 – Engineer’s Scope and Fee



LACONIA AIRPORT AUTHORITY  
65 AVIATION DRIVE  
GILFORD, NH 03249  
(603)524-5003 \* FAX (603)528-0428  
[www.laconiaairport.com](http://www.laconiaairport.com)

## **NOTICE TO PROCEED**

May 5, 2015

John Gorham, P.E.  
Project Manager  
Jacobs Engineering Group Inc.  
Suite 205, Two Executive Park Drive  
Bedford, NH 03110  
[john.gorham@jacobs.com](mailto:john.gorham@jacobs.com)

John,

The Master Agreement for Professional Services between Jacobs Engineering Group Inc. and Laconia Airport Authority, made and executed as of the 4<sup>th</sup> day of May, 2015, having been approved and duly signed by both parties, notice is hereby given to Jacobs Engineering Group Inc. that work may proceed on the proposed Runway and Taxiway Pavement Maintenance Project and SWPPP Update related to grant SBG-09-10-2015.

Upon receipt of this notice, you are approved to begin performing the services under the terms and conditions of the Agreement.

Sincerely,

*Marv Everson*

Airport Manager  
Laconia Airport Authority  
65 Aviation Drive  
Gilford, NH 03249  
[marv.everson@laconiaairport.com](mailto:marv.everson@laconiaairport.com)

SCOPE OF WORK  
*for*  
**RUNWAY AND TAXIWAY PAVEMENT MAINTENANCE**  
*at*  
**LACONIA MUNICIPAL AIRPORT**

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**GENERAL**

The Laconia Airport Authority, hereinafter referred to as the "Owner", desires to undertake a Project to conduct pavement maintenance on portions of the airport's runway and taxiways. The Project elements are described and prioritized below.

1. Runway and taxiway crack sealing: The paving seams on the western 2000-foot of the runway are in need of repair. The remainder of the runway and the stub taxiways on the runway side of the hold line will be reviewed to identify any additional cracking to be sealed/filled.
2. Runway marking: The markings on the west end of the Runway near Runway 26 will be repainted after the crack sealing and seal coating.
3. Runway seal coating: The runway will be considered for seal coating. The priority area will be on the east end of the runway (Runway 26) identified in fair condition in the 2011 pavement condition index survey.

The Project will also include an update to the Airport's SWPPP required with the anticipated new EPA NPDES general permit.

For this 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:

**ARTICLE A1 - DATA COLLECTION - CRACK FILL**

1. REVIEW RECORD DRAWINGS. The Engineer will review the last runway project documents to identify the existing pavement marking layout.
2. PAVEMENT CRACK QUANTITY DETERMINATION. The Engineer will evaluate and quantify the lengths and types of the existing pavement cracks on the runway and on the taxiway stubs leading onto the runway. The survey will result in an approximation of the quantity and various types of cracks for use in preparing the bidding documents.
3. BASE MAPPING. The Engineer will prepare a base mapping of the Airport to include the PCI and pavement crack quantity survey information.

**ARTICLE A2 - DATA COLLECTION - RUNWAY PCI SURVEY**

1. PAVEMENT CONDITION INDEX (PCI) SURVEY. The Engineer will conduct a pavement condition index survey of the runway in accordance with ASTM D5340 "Standard Test Method for Airport Pavement Condition Index Surveys".

2. PCI DATA INPUT/OUTPUT. The Engineer will create a new entry into the FAA's PAVEAIR software in order to compile the PCI values for the runway.

3. PCI MAP. The Engineer will update the airport mapping to show the PCI survey results.

### **ARTICLE B – DESIGN DOCUMENTS**

The Engineer will prepare a design in sufficient detail for public bidding. A submittal will be made at the 60% and 100% design stages.

1. CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) WITH CHECKLIST. The Engineer will prepare the FAA's checklist, narrative descriptions and accompanying plans for the project. The Engineer anticipates the submittals and meetings will be as follows:

- Draft phasing plans submitted to the Owner, FAA Technical Operations and NHDOT for review and comment. 1 meeting is anticipated to discuss the comments and any required revisions (see Meetings below).
  
- Final phasing plans with CSPP checklist submitted to the FAA via the FAA's OEAAA website.

2. MARKING LAYOUTS. The Engineer will identify marking requirements in accordance with FAA AC's 150/5340-1 "Standards for Airport Markings".

3. OPINION OF PROBABLE CONSTRUCTION COSTS. The Engineer will prepare and submit a list of payment items and measure the quantities for each pay item. The Engineer will associate a unit price for each payment item in order to develop the overall project costs. Opinions are anticipated at the 60% and 100% submittals.

4. CONSTRUCTION PLANS. The Engineer will prepare the construction plans to include the following:

1. Title Sheet (1 Sheet)
2. General Plan (1)
3. General Notes (1)
4. Safety and Phasing Plans (1)
5. Safety and Phasing Plan Notes and Details (1)
6. Marking Plans (1)
7. Marking Details (1)
8. Pavement Preservation Plans (1)
9. Pavement Preservation Details (1)

5. SPECIFICATIONS. The Engineer will draft the written technical specifications in accordance with FAA AC 150/5370-10 "Standards for Specifying Construction of Airports". The Engineer anticipates 6 technical specifications for the project.

6. BID PROPOSAL. The Engineer will prepare the advertisement for bidders, the bidding instructions, bid form and required bidder certifications for use in the public bidding.

7. FAA FORM 7460. The Engineer will prepare and submit electronically the construction project's anticipated locations and estimated construction heights to the FAA.

8. QUALITY ASSURANCE. The Engineer will conduct an independent review of all technical material prior to submittal.

9. SUBMITTAL PREPARATION/DISTRIBUTION: The Engineer will distribute the design plans and specification lists as follows:

1. Preliminary and Draft Phasing Plans: Owner (2 each)
2. 60%: (Qty. of plans full size/ qty of specifications): NHDOT (9/2), Owner (1/1)
3. 100%: NHDOT (1/1), Owner (1/1), Engineer (1/1).

10. MEETINGS. The Engineer will prepare an agenda and facilitate and prepare minutes for all meetings. The Engineer assumes the meetings under this phase will include the following:

- Phasing Meetings (1)

#### **ARTICLE C – BIDDING SUPPORT**

The Engineer shall provide all materials and assistance to the Owner during the open public bidding process for the project, reviewing submitted proposals for the bid, identifying the successful bidders, and preparing and distributing executed contract documents to the applicable parties.

The specific items of work shall include:

1. PREPARE LEGAL NOTICE. Prepare and provide a sample legal notice for the Owner's use in the advertisement of the Project.
2. DOCUMENT DISTRIBUTION. The Engineer shall sell plans directly to the bidding community. The Engineer's efforts for this task include coordination with bidders, printing, distributing documents, collecting printing fees and maintaining a plan holders list.
3. PREBID MEETING. Schedule and conduct one (1) pre-bid conference at the Airport.
4. PREPARE AND DISTRIBUTE ADDENDA. If necessary, prepare, and distribute any addenda issued for the purpose of clarification, deletion, addition, or correction to the bid plans or specifications. Two (2) addenda with preparation of sketches has been assumed.
5. ATTEND BID OPENING AND REVIEW BID PROPOSALS. The Engineer will attend the public bid opening. The Engineer shall perform a review of all bid proposals received for the project.
6. BID TABULATION. The Engineer will prepare the bid tabulation for the project.
7. RECOMMENDATION OF AWARD. After reviewing the bid proposals, the Engineer shall identify the apparent low bidder and issue a recommendation/rejection of award of

the construction contract to the Owner, and provide sample concurrence of award letters to the NHDOT.

8. **CONFORMED CONSTRUCTION DOCUMENTS.** After award of the construction contract, the Engineer shall prepare, print and distribute sets of conformed construction plans and specifications incorporating all addenda items and clarifications issued during the bidding period for use during the construction of the project. The distribution of plans/specs is anticipated to be as follows: NHDOT (1/1), Owner (2/2), Contractor (3/3), Engineer (2/2).

#### **ARTICLE D – PROJECT ADMINISTRATION**

1. **SCOPING MEETING.** The Engineer will attend a scoping with NHDOT and the Owner. The Engineer will prepare minutes of all meeting.

2. **DEVELOP SCOPE OF WORK.** The Engineer will develop a detailed scope of work and associated fee estimate for the project.

3. **NHDOT GRANT APPLICATIONS.** The Engineer will prepare the Federal Grant Application with accompanying attachment for the project and distribute to the Owner for signatures. A preliminary application is required prior to April 1 based on the available funding. The final application will be submitted after the project's low bidder is determined.

4. **PREPARE REIMBURSEMENT REQUESTS.** The Engineer will prepare the necessary grant reimbursement paperwork for the project. The Engineer anticipates three (3) reimbursements.

5. **PROJECT MANAGEMENT & REPORTING.** This task includes project team coordination, internal staff coordination, and progress reports. This subtask includes:

- Regular contact with the Airport, the Owner and NHDOT to discuss project details, status, schedule, future work activities, and any project management issues.
- Regular assessments of internal staff assignments and progress.

6. **PROJECT CLOSEOUT.** The Engineer will prepare the project close out documentation to close out the grant related to this scope of work.

#### **ARTICLE E – CONSTRUCTION ADMINISTRATION**

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 sample Notice-To-Proceed letter for the Owner to issue to the contractor.

2. The Engineer shall conduct a pre-construction meeting at the airport.

3. 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.

4. 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 NHDOT.
5. 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, if required, from the contractor.
6. 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 or the contractors applications for payment and include all subcontractors.
7. The Engineer shall provide general administrative support to the Resident Engineer 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
  - Respond to all inquiries regarding general and/or specific issues pertaining to the interpretation of the construction plans or technical specifications
8. The Engineer shall prepare the necessary forms, prepare the engineer estimates, and negotiate any change orders on the Owners behalf, if required during the construction of the project.
9. The Engineer shall prepare and distribute any stop or start work orders during the construction phase, as required.
10. The Engineer shall attend a punchlist meeting. The Engineer shall prepare and distribute a project “punch list” for any deficiencies, corrective actions required, etc. as determined at the pre-final inspection meeting.
11. The Engineer shall prepare an “as-built” set of drawings based upon the construction information provided by the resident engineer and the construction contractor. The Engineer shall compile and deliver all project submittals to the Owner in electronic format on CD.
12. The Engineer shall prepare a letter of substantial completion for the project and issue the letter to the contractor on behalf of the Owner.
13. The Engineer shall prepare a “white paper” on the use of the FAA P608 surface sealant on the runway as discussed by NHDOT at the project scoping meeting. The “white paper” will document the materials used, conditions when it was applied, pre and post friction measurements and a general description of the results. The paper is expected to be no more than 2 pages.
14. The Engineer shall perform quality review of all documents included in this article prior to distribution.

## **ARTICLE F - RESIDENT ENGINEERING**

The Engineer shall provide full or part 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. 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 witness the tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.
4. 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.
5. Maintaining a file of test reports and certifications.
6. 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.
7. 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, are the basis for payment.

8. Maintaining a set of working drawings on the job site which can be used to prepare "as-built" drawings.

9. 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.

#### **ARTICLE G – SWPPP UPDATE SUPPORT**

The existing Airport SWPPP, prepared under the EPA's 2008 multi-sector general permit (MSGP), requires an update to conform to the new 2015 (anticipated) issuance by the EPA of the MSGP. The Engineer anticipates the following:

1. The Engineer shall hire the consultant who prepared the last EPA MSGP and SWPPP. Refer to the attached SWPPP consultant's scope of work.
2. The Engineer shall conduct reviews of the draft SWPPP.
3. The Engineer shall deliver to the Owner, for review, a PDF version of the draft SWPPP.
4. The Engineer shall distribute and track resolution of comments on the draft SWPPP with the SWPPP consultant.
5. The Engineer shall deliver two (2) hard copies of the final version of the SWPPP to the Owner.

#### **ASSUMPTIONS**

- No environmental permitting required.
- No survey required. The existing airfield markings are assumed to be in the correct locations and at the required sizes.
- Continuous friction measurements will be made by the construction contractor.

## PROPOSED PROJECT SCHEDULE

- NTP: April 2015
- Data Collection: April 2015
- Design: April – June 2015 (includes FAA review period)
- Bidding: June 2015
- Construction: October 2015 (depending on NHDOT grant timing) or Spring 2016



SCOPING PLAN

**FEE ESTIMATE**  
*for*  
**RUNWAY AND TAXIWAY PAVEMENT MAINTENANCE**  
**AIRPORT SWPPP UPDATE**  
*at*  
**LACONIA MUNICIPAL AIRPORT**  
**GILFORD, NH**

<b>SUMMARY</b>		
ARTICLE A1	Data Collection - Crack Sealing	\$2,000
ARTICLE A2	Data Collection - Runway Pavement Condition Index (PCI) Survey	\$4,659
ARTICLE B	Design Documents	\$9,150
ARTICLE C	Bidding Support	\$3,233
ARTICLE D	Project Administration	\$2,969
ARTICLE E	Construction Administration	\$5,090
ARTICLE F	Resident Engineering (Part Time)	\$6,616
	<b>SUBTOTAL</b>	<b>\$33,717</b>
	Resident Engineering (Additional Cost for Full Time)	\$8,161
	<b>SUBTOTAL</b>	<b>\$41,878</b>
ARTICLE G	The Smart Associates Environmental - SWPPP Update (Subconsultant)	\$7,789
	SWPPP Update Support (Jacobs)	\$972
	<b>SUBTOTAL</b>	<b>\$8,761</b>

**ARTICLE A1 - DATA COLLECTION CRACK SEALING**

asks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
A.1 Review Record Drawings		1	2			3
A.3 Pavement Crack Quantity Determination (1 day)			10			10
A.3 Base Mapping			2	8		10
<b>TOTAL HOURS</b>	0	1	14	8	0	23
<b>RATES</b>	\$95.00	\$58.00	\$40.00	\$28.00	\$20.00	
<b>PAYROLL</b>	\$0.00	\$58.00	\$560.00	\$224.00	\$0.00	\$842.00

**Expenses**

Mileage @ \$0.565/mile	\$60
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$0
<b>Total Expenses:</b>	<b>\$60</b>

PAYROLL	\$842
OVERHEAD (109.46%)	\$922
<b>TOTAL PAYROLL FEE</b>	<b>\$1,764</b>
PAYROLL PROFIT (10%)	\$176
EXPENSES	\$60
SUBCONSULTANTS	\$0

**Subconsultants**

None

**TOTAL FEE: \$2,000**

**Mileage by Task**

A.2 (Round trip - Bedford to Gilford) 106

**ARTICLE A2 - RUNWAY PAVEMENT CONDITION INDEX (PCI) SURVEY**

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
A.1 PCI Survey (2 10 hr days x 2 engineers)		1	40			41
A.2 PCI Data Software Input/Output			5			5
A.3. PCI Map				4		
<b>TOTAL HOURS</b>	0	1	45	4	0	50
<b>RATES</b>	\$95.00	\$58.00	\$40.00	\$28.00	\$20.00	
<b>PAYROLL</b>	\$0.00	\$58.00	\$1,800.00	\$112.00	\$0.00	\$1,970.00

**Expenses**

Mileage @ \$0.565/mile	\$120
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$0
<b>Total Expenses:</b>	<b>\$120</b>

PAYROLL	\$1,970
OVERHEAD (109.46%)	\$2,156
<b>TOTAL PAYROLL FEE</b>	<b>\$4,126</b>
PAYROLL PROFIT (10%)	\$413
EXPENSES	\$120
SUBCONSULTANTS	\$0

**Subconsultants**

None

**TOTAL FEE: \$4,659**

**Mileage by Task**

A.1 (Round trip x2 - Bedford to Gilford)	212
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**ARTICLE B - DESIGN DOCUMENTS**

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
B.1 Construction Safety and Phasing Plan (CSPP)			16			16
B.2 Marking Layouts			2			2
B.3 Opinion of Probable Construction Costs		2	8			10
<b>B.4 Construction Plans:</b>						
B.4.1 Title Sheet (1)				1		1
B.4.2 General Plan (1)			1	2		3
B.4.3 General Notes (1)				2		2
B.4.4 Safety and Phasing Plan (1)			2	8		10
B.4.5 Safety and Phasing Plans Notes and Details (1)				2		2
B.4.6 Marking Plans (1)			2	8		10
B.4.7 Marking Details (1)				2		2
B.4.8 Pavement Preservation Plans (1)			2	8		10
B.4.9 Pavement Preservation Details (1)			1	4		5
B.5 Specifications			8			8
B.6 Bid Proposal			4			4
B.7 FAA Form 7460				2		2
B.8 Quality Assurance	1	4				5
B.9 Submittal Preparation/Distribution				2		2
B.10 Meeting		4				4
	1	10	46	41	0	98
	\$95.00	\$58.00	\$40.00	\$28.00	\$20.00	
	\$95.00	\$580.00	\$1,840.00	\$1,148.00	\$0.00	\$3,663.00

**Expenses**

Mileage @ \$0.565/mile	\$60
Meals/Lodging:	\$0
Printing, Postage, etc.: (13 sets at \$50/set +\$50 postage)	\$650
<b>Total Expenses:</b>	<b>\$710</b>

PAYROLL	\$3,663
OVERHEAD (109.46%)	\$4,010
<b>TOTAL PAYROLL FEE</b>	<b>\$7,673</b>
PAYROLL PROFIT (10%)	\$767
EXPENSES	\$710
<b>SUBCONSULTANTS</b>	<b>\$0</b>

**TOTAL FEE: \$9,150**

**Mileage by Task**

B.10 (Round trip - Bedford to Gilford)	106
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**ARTICLE C - BIDDING SUPPORT**

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
C.1 Prepare Legal Notice			1			1
C.2 Document Distribution			2	2		4
C.3 Prebid Meeting			4			4
C.4 Prepare and Distribute Addenda			4	2		6
C.5 Attend Bid Opening and Review Bid Proposals		4				4
C.6 Bid Tabulation			2			2
C.7 Recommendation of Award		2	2			4
C.8 Conformed Construction Documents				2	2	4
<b>TOTAL HOURS</b>	<b>0</b>	<b>6</b>	<b>15</b>	<b>6</b>	<b>2</b>	<b>29</b>
<b>RATES</b>	<b>\$95.00</b>	<b>\$58.00</b>	<b>\$40.00</b>	<b>\$28.00</b>	<b>\$20.00</b>	
<b>PAYROLL</b>	<b>\$0.00</b>	<b>\$348.00</b>	<b>\$600.00</b>	<b>\$168.00</b>	<b>\$40.00</b>	<b>\$1,156.00</b>

**Expenses**

Mileage @ \$0.565/mile	\$120
Printing & Postage Bid Documents: Paid for by the Bidders to Jacobs	\$0
Printing & Postage Conf. Docs: 8 x \$50/set + \$50 pstg	\$450
<b>Total Expenses:</b>	<b>\$570</b>

PAYROLL	\$1,156
OVERHEAD (109.46%)	\$1,265
<b>TOTAL PAYROLL FEE</b>	<b>\$2,421</b>
PAYROLL PROFIT (10%)	\$242
EXPENSES	\$570
SUBCONSULTANTS	\$0

**Mileage by Task**

C.3 (Round trip - Bedford to Gilford)	106
C.5 (Round trip - Bedford to Gilford)	106
	<b>212</b>

**TOTAL FEE: \$3,233**

**ARTICLE D - PROJECT ADMINISTRATION**

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
D.1 Scoping Meeting		4				4
D.2 Develop Scope of Work	1	2				3
D.3 NHDOT Grant Applications		2	6			8
D.4 Prepare Reimbursement Requests		4				4
D.5 Project Management & Reporting		2				2
D.6 Project Closeout			2		2	4
TOTAL HOURS	1	14	8	0	2	25
RATES	\$95.00	\$58.00	\$40.00	\$28.00	\$20.00	
PAYROLL	\$95.00	\$812.00	\$320.00	\$0.00	\$40.00	\$1,267.00

**Expenses**

Printing & Postage

\$50

No travel expenses.

PAYROLL	\$1,267
OVERHEAD (109.46%)	\$1,387
TOTAL PAYROLL FEE	\$2,654
PAYROLL PROFIT (10%)	\$265
EXPENSES	\$50
SUBCONSULTANTS	\$0

**TOTAL FEE: \$2,969**

**ARTICLE E - CONSTRUCTION ADMINISTRATION**

Tasks:	Principal-in-Charge	Project Manager	Project Engineer	CADD Tech.	Admin. Support	TOTAL
E.1 Prepare Notice-To-Proceed letter to contractor			1			1
E.2 Conduct pre-construction meeting			4			4
E.3 Review contractor's submittals/shop drawings (10 estimated)			4			4
E.4 Prepare and submit FAA monthly construction progress reports (3 estimated)		2				2
E.5 Review contractor periodic estimates			2			2
E.6 Review payrolls			2			2
E.7 Provide general administrative support		2				2
E.8 Prepare estimates and change orders		2	2			4
E.9 Prepare start and stop work orders			1			2
E.10 Conduct punchlist meeting			8			8
E.11 Prepare As-built drawings			2	8		10
E.12 Prepare substantial completion certificate			1			1
E.13 Prepare FAA Spec P608 White Paper		1	4			5
E.14 Conduct quality reviews	1	2				3
<b>TOTAL HOURS</b>	<b>1</b>	<b>9</b>	<b>31</b>	<b>8</b>	<b>0</b>	<b>50</b>
<b>RATES</b>	<b>\$95.00</b>	<b>\$58.00</b>	<b>\$40.00</b>	<b>\$28.00</b>	<b>\$20.00</b>	
<b>PAYROLL</b>	<b>\$95.00</b>	<b>\$522.00</b>	<b>\$1,240.00</b>	<b>\$224.00</b>	<b>\$0.00</b>	<b>\$2,081.00</b>

**Expenses**

Mileage @ \$0.565/mile	\$120
Meals/Lodging:	\$0
Printing, Postage, etc.: 3 sets @ \$50/set +\$25 postage	\$175
<b>Total Expenses:</b>	<b>\$295</b>

<b>TOTAL PAYROLL</b>		<b>\$2,081</b>
<b>OVERHEAD</b>	109.46%	<b>\$2,278</b>
<b>PAYROLL COST</b>		<b>\$4,359</b>
<b>FIXED FEE</b>	10%	<b>\$436</b>
<b>EXPENSES</b>		<b>\$295</b>
<b>TOTAL FEE:</b>		<b>\$5,090</b>

**Mileage by Task**

E.2 (Round trip - Bedford to Gilford)	106
E.10 (Round trip - Bedford to Gilford)	106
	<b>212</b>

**ARTICLE F - RESIDENT ENGINEERING**

<b>PART TIME</b>									
2016 Construction Season		5	Days						
<b>Resident Engineer:</b>						=	<u>HOURS</u>		
1.0	wks x	5	days per wk x	12	hrs per day	=	60		
Pre-construction meeting						=	4		
Post-field Close-Out						=	4		
						Subtotal	<u>68</u>		
		68	hrs @	\$40.00	/hr	=	\$2,720		
<b>Expenses</b>									
Travel - 5 trips @ 106 miles/trip @ \$0.565/mile		\$299						TOTAL PAYROLL	\$2,720
Misc. Supplies		\$50						OVERHEAD	109.46% <u>\$2,977</u>
Total Expenses		\$349						PAYROLL COST	\$5,697
								FIXED FEE (10%)	\$570
								EXPENSES	\$349
								MATERIAL TESTING	\$0
								<b>TOTAL</b>	<b>\$6,616</b>

<b>ADDITIONAL COST FOR FULL TIME</b>									
2016 Construction Season		7	Additional days are estimated						
<b>Resident Engineer:</b>						=	<u>HOURS</u>		
1.0	wks x	7	days per wk x	12	hrs per day	=	84		
						Subtotal	<u>84</u>		
		84	hrs @	\$40.00	/hr	=	\$3,360		
<b>Expenses</b>									
Travel - 7 trips @ 106 miles/trip @ \$0.565/mile		\$419						TOTAL PAYROLL	\$3,360
Misc. Supplies		\$0						OVERHEAD	109.46% <u>\$3,678</u>
Total Expenses		\$419						PAYROLL COST	\$7,038
								FIXED FEE (10%)	\$704
								EXPENSES	\$419
								MATERIAL TESTING	\$0
								<b>TOTAL</b>	<b>\$8,161</b>

**ESTIMATE OF STAFF EFFORT - PERSON HOURS**  
**ARTICLE G - SWPPP UPDATE SUPPORT**

Task	Description	Principal-in-Charge	Project Manager	Project Engineer	CADD Tech.	Admin. Support	TOTAL
IV.A.1.	Hire the subconsultant		1				1
IV.A.2.	Review draft SWPPP		2				2
IV.A.3.	Deliver draft SWPPP to Owner		1				1
IV.A.4.	Track resolution of SWPPP review comments		2				2
IV.A.5.	Deliver final SWPPP to Owner		2				2
	<b>TOTAL HOURS</b>	0	8	0	0	0	8
	<b>RATES</b>	\$95.00	\$58.00	\$40.00	\$28.00	\$20.00	
	<b>PAYROLL</b>	\$0.00	\$464.00	\$0.00	\$0.00	\$0.00	\$464.00

TOTAL PAYROLL		\$464
OVERHEAD	109.46%	\$508
PAYROLL COST		\$972
SUBCONSULTANTS	See Summary Sheet	
EXPENSES		\$0
<b>TOTAL FEE:</b>		<b>\$972</b>

**Multi-Sector General NPDES SWPPP Update  
Laconia Municipal Airport  
Gilford, New Hampshire**

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## **Introduction**

The Smart Associates, Environmental Consultants, Inc. (The Smart Associates) is pleased to offer this proposed scope of work to update Laconia Municipal Airport's (the Airport) existing Stormwater Pollution Prevention Plan (SWPPP) prepared pursuant to requirements found in Part 5 and Part 8.S of the 2008 Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (2008 MSGP). The proposed SWPPP update will amend the existing SWPPP to bring it into compliance with the requirements of the 2013 MSGP. The tasks to be completed under this proposed scope of work are addressed below.

### **Task 1. Site Visit**

An environmental scientist from The Smart Associates will perform a site visit at the Airport to collect and update data relevant to the preparation and maintenance of the SWPPP. Data to be collected will include, but not be limited to:

- Airport and tenant use, storage, and disposal of potential sources of stormwater contamination;
- Current status of airport operations such as fueling stations, aircraft and ground vehicle storage, and deicer usage;
- Current status and significant changes in stormwater and water quality Best Management Practices (BMPs) since the last version of the SWPPP;
- Identification of any non-allowable discharges to the Airports stormwater drainage system; and
- Copies of available documentation regarding required stormwater monitoring, routine facility inspections, visual assessments, corrective actions, and staff training records.

The Smart Associates will also photo-document relevant features at the Airport such as stormwater BMPs, stormwater outlets that are subject to the permit requirements, potential sources of stormwater pollution, and tenant operations.

### **Task 2. Agency Coordination**

The 2013 MSGP in its current proposed format requires airports to effect coordination with relevant state and federal agencies regarding potential adverse impacts to federally-listed threatened or endangered species and associated critical habitats and/or certain historic properties/resources.

#### **Task 2.1. Endangered Species**

Coordination with the US Fish and Wildlife Service and the New Hampshire Natural Heritage Bureau will occur to identify if any threatened or endangered species are present within the vicinity of the Airport. Appendix E of the 2013 MSGP will be reviewed to determine which Eligibility Criterion applies to the Airport. The E.4 Criterion Selection Worksheet will be used to make this determination and documentation will be provided in the SWPPP.

**Multi-Sector General NPDES SWPPP Update  
Laconia Municipal Airport  
Gilford, New Hampshire**

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**Task 2.2. State Historic Preservation Office**

Appendix F of the 2013 MSGP will be reviewed to determine which Eligibility Criterion applies to the Airport. A Request for Project Review will be submitted to the New Hampshire Division of Historical Resources. Documentation will be provided in the SWPPP.

**Task 3. SWPPP Update**

Part 5.0 of the proposed 2013 MSGP requires all airports seeking coverage under the permit to review and update their existing SWPPP to implement all provisions the permit. The SWPPP must be revised to meet the requirements of the permit prior to submitting a new Notice of Intent form.

**Task 3.1. Review and Update Text**

The Smart Associates personnel will review the text of the existing SWPPP and update it as necessary to meet the requirements of the new MSGP. Photographs taken during the site visit (Task 1) will be incorporated into a photographic log that will be appended to the SWPPP document.

**Task 3.2. Update Graphics**

The general location map and site plans in the Airport's existing SWPPP will be updated so they meet the requirements of the 2013 MSGP.

**Task 3.3. Notice of Intent Preparation and Submittal**

Following the completion of the SWPPP update, The Smart Associates personnel will prepare an EPA Notice of Intent form seeking coverage under the new MSGP. The form will be submitted electronically using the EPA's eNOI system. Upon receipt of an acknowledgement from the EPA eNOI system that the new permit has been issued, a copy of this document will be added to the SWPPP.

**Task 3.4. Project Coordination**

The Smart Associates will coordinate with Airport personnel regarding access to the property and to arrange for escorts as necessary, as well as with respect to acquiring copies of existing SWPPP and corrective action documentation. The Smart Associates will also maintain coordination with the Airport's on-call engineering consultant regarding the status of the SWPPP update and any changes in Airport improvement projects that might require additional SWPPP amendments.

**Task 3.5. Project Management**

The Smart Associates' project manager will track progress of the SWPPP update tasks, maintain in-house coordination with the project team, and work with administrative staff to prepare and submit invoices and project status reports as necessary.

**The Smart Associates**  
*Environmental Consultants, Inc.*

Professional Opinion of Cost for:  
 Laconia Airport SWPPP Update  
 TSA job # P15-009

Prepared: 3/9/2015

Project Staffing								
Task	Senior Env. Sci.	Resource Manager	Wetland Sci. II	Wetland Sci. /Env. Sci. II	Env. Sci. I	CADD	Proj. Coordinator	Clerical
<b>Task 1 - Site Visit</b>								
1.1 - Conduct site visit		4						
Subtotal Task 1	0	4	0	0	0	0	0	0
\$\$\$	0.00	623.70	0.00	0.00	0.00	0.00	0.00	0.00
<b>Task 2 - Agency Coordination</b>								
2.1 - Endangered Species				6				
2.2 - SHPO				6				
Subtotal Task 2	0	0	0	12	0	0	0	0
\$\$\$	0.00	0.00	0.00	1140.12	0.00	0.00	0.00	0.00
<b>Task 3 - SWPPP Update</b>								
3.1 - Review & Update Text		16		4	8			
3.2 - Update Graphics		1				6		
3.3 - NOI Preparation		1		1	3		2	
3.4 - Project Coordination		4					2	
3.5 - Project Management		2						
Subtotal Task 3	0	24	0	5	11	6	4	0
\$\$\$	0.00	3742.20	0.00	475.05	759.25	570.06	276.09	0.00
<b>Total Staff Labor</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>17</b>	<b>11</b>	<b>6</b>	<b>4</b>	<b>0</b>
\$\$\$	0.00	4365.90	0.00	1615.18	759.25	570.06	276.09	0.00

Professional Opinion of Cost	Rates	Hours	Cost
Senior Environmental Scientist	\$ 65.00	0	\$0.00
Resource Manager/Hydrogeologist	\$ 45.00	28	\$1,260.00
Wetland Scientist II	\$ 27.42	0	\$0.00
Wetland/Environmental Scientist II	\$ 27.42	17	\$466.14
Environmental Scientist I	\$ 19.92	11	\$219.12
Environmental Scientist /CADD	\$ 27.42	6	\$164.52
Project Coordinator	\$ 19.92	4	\$79.68
Clerical	\$ 19.92	0	\$0.00
		Subtotal Labor	\$2,189.46
		OH 215%	\$4,707.34
		Subtotal Labor & OH	\$6,896.80
		Fixed Fee 10%	\$689.68
<b>Total Labor</b>			<b>\$7,586.48</b>
<b>Expenses:</b>			
	Travel	\$ 40.25	
	Printing	\$ 117.00	
	Reports	\$ 30.00	
	Postage	\$ 15.00	
	Photographs	\$ -	
	Communications	\$ -	
	Field equipment	\$ -	
	Field supplies	\$ -	
<b>Total Direct Expenses</b>			<b>\$202.25</b>
<b>Total</b>			<b>\$7,789</b>

Assumptions:

Assumes Airport personnel will provide site access  
 Labor is charged at current rates at any time.