



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Beane
William Cass, P.E.
Assistant Commissioner

October 24, 2016
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-09-12-2016, to conduct an environmental assessment (EA) at the Laconia Municipal Airport. State and Federal participation in the amount of \$184,456.22 is effective upon Governor and Council approval through September 9, 2020. 90% Federal Funds, 5% General Funds, 5% Local Funds.

Funding is available as follows:

04-96-96-960030-7976	<u>FY 2017</u>
FAA Projects	
034-500152 Design/Study	\$184,456.22

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-21-2015	\$ 2,022,238.00
3-33-SBGP-22-2016	\$1,157,679.00
3-33-SBGP-23-2016	\$1,196,073.00

A total of \$174,748.00 (or 90% of the project cost) is proposed from the grants listed above for this airport planning project (SBG-09-12-2016 copy attached), to conduct an EA at the Laconia Municipal Airport. This project will evaluate the impacts to the cultural and environmental resources resulting from removing and/or lighting obstructions and the acquisition of aviation (airspace) easements in the approaches to Runway 8-26. The study will develop and evaluate alternatives for the removal and/or lighting of obstructions. The eventual removal or mitigation of these obstructions will provide critical safety improvements to the runway approach surfaces. Obstructions that are being evaluated are both on and off airport property.

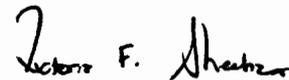
The Department of Transportation accepts the Federal Funds for this project as a pass through to the Laconia Airport Authority in accordance with RSA 422:15. State participation in the amount of \$9,708.22 (5% of this project) is also requested. The Laconia Airport Authority will participate in the amount of \$9,708.22 (5% of this project). The total cost of this airport improvement project is \$194,164.44.

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, 2013 195:1 XVI-A.1 Capital Budget.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

VFS/tlsl

Attachment:



U.S. Department
of Transportation
Federal Aviation
Administration

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

Date of Offer	JUL 27 2015
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, Bolre Field, Nashua, NH, \$150,000

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

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

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

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

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

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

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

11. **State Apportionment.**

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

12. **Trafficking In Persons.**

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

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity --
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either--
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- 13. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 14. Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
- 15. Suspension or Debarment.** The State must inform the FAA when the State suspends or 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 invoicing system for Department of Transportation (DOT) Financial Assistance Awardees.

18. Reporting Subgrants and Executive Compensation.

A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
2. The State must report each subgrant to <http://www.fsrs.gov>.
3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.

B: State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/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.

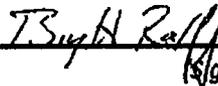
D. Exemptions

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.

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

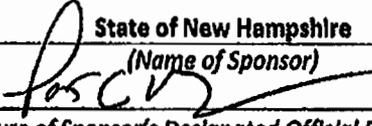
(Title)

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.¹

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 ADMINISTRATION, 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)

¹ 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.



RECEIVED

JUL 20 2016

NH AERONAUTICS

AVIATION BLOCK GRANT PROGRAM

GRANT AGREEMENT

PART I - OFFER

JUL 19 2016

Date of Offer _____

Block Grant Number N/A

AIP Grant Number 3-33-SBGP-022-2016

DUNS Number 808591697

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

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

WHEREAS, the State has submitted a Block Grant Application dated April 28, 2016 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$1,157,679.

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

CONDITIONS

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

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

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

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

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
 - C. Assurances: Planning Agency Sponsors, and
 - D. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (12/31/2015).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 22, 2016** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.**
\$663,210 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, \$73,690

ASH, Bolre Field, Nashua, NH, \$73,690

LCI, Laconia Municipal Airport, Gilford, NH, \$73,690

DAW, Skyhaven Airport, Rochester, NH, \$73,690

HIE, Mt. Washington Regional Airport, Whitefield, NH, \$73,690

CNH, Claremont Municipal Airport, Claremont, NH, \$73,690

CON, Concord Municipal Airport, Concord, NH, \$73,690

BML, Berlin Regional Airport, Milan, NH, \$73,690

5B9, Dean Memorial Airport, North Haverhill, NH, \$73,690

13. **State Apportionment.**
\$494,469 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.
14. **Trafficking in Persons.**
A. **Prohibitions:** The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This

Includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, 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.
- C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.
15. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 “Runway Safety Area Program”.
17. **Audits for Public Sponsors.**
- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
18. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
19. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.
20. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsr.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.**
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.**
1. Unless the subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

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

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

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

 1. Subgrants, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
23. **Buy American Requirement:**
 - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mary T. Walsh

(Typed Name)

Manager, Airports Division

(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 25th day of July, 2016.

State of New Hampshire
 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 By: Patrick C. Herlihy
 (Typed Name of Sponsor's Designated Official Representative)
 Title: Director of Administration, 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 (Location) this 26 day of July, 2016.

By: 
(Signature of Sponsor's Attorney)

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



U.S. Department
of Transportation
Federal Aviation
Administration

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

Date of Offer	<u>August 30, 2016</u>
Block Grant Number	<u>N/A</u>
AIP Grant Number	<u>3-33-SBGP-023-2016</u>
DUNS Number	<u>808591697</u>

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

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

WHEREAS, the State has submitted a Block Grant Application dated August 8, 2016 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$1,196,073.

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

CONDITIONS

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

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

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

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

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
 - C. Assurances: Planning Agency Sponsors, and
 - D. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (12/31/2015).

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

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

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before September 16, 2016** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.**
 \$686,790 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 \$76,310
 - ASH, Bolre Field, Nashua, NH, \$76,310
 - LCI, Laconia Municipal Airport, Gilford, NH, \$73,690
 - DAW, Skyhaven Airport, Rochester, NH, \$76,310
 - HIE, Mt. Washington Regional Airport, Whitefield, NH, \$76,310
 - CNH, Claremont Municipal Airport, Claremont, NH, \$76,310
 - CON, Concord Municipal Airport, Concord, NH, \$76,310
 - BML, Berlin Regional Airport, Milan, NH, \$76,310
 - SB9, Dean Memorial Airport, North Haverhill, NH, \$76,310
13. **State Apportionment.**
 \$509,283 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.
14. **Trafficking in Persons.**
- A. **Prohibitions:** The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This

Includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, 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.
- C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.

15. Ban on Texting While Driving.

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

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

17. Audits for Public Sponsors.

- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
- B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
- C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
- 18. Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 19. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.
- 20. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 21. Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsr.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. In the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

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

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

D. Exemptions

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

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

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

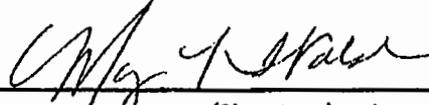
23. **Buy American Requirement:**

- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
- B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mary T. Walsh

(Typed Name)

Manager, Airports Division

(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and Incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 9th day of September, 2016.

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

By: PATRICK C. HERLIHY
(Typed Name of Sponsor's Designated Official Representative)

Title: DIRECTOR, DIVISION OF AERONAUTICS, RAIL & TRANSIT
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

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

Dated at Concord, NH (location) this 9 day of September, 2016.

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

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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>September 20, 2016</u>
Airport/Planning Area	<u>Laconia Municipal Airport</u>
State Block Grant Number	<u>SBG 09-12-2016</u>
DUNS Number	<u>868564758</u>
TO:	<u>City of Laconia, New Hampshire/Laconia Airport Authority</u> (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated April 12, 2016, for a grant of Federal and State funds for a project at or associated with the Laconia Municipal Airport, which as approved by the State, is included as part of this Grant Agreement; and

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

Conduct Environmental Assessment

which is more fully described in the Project Application.

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

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is **\$184,456.22**

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

- \$184,456.22 for planning
- \$0 for airport development or noise program implementation
- \$0 for land acquisition.

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

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

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

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the State to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before October 21, 2016, or such subsequent date as may be prescribed in writing by the State.

9. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms “Federal funds” and “State funds” means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds: The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
10. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal and State funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the State(s), the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the

Sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

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

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA and State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA and State to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA or State determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

22. Exhibit “A” Property Map. The Exhibit “A” Property Map dated April 1, 2008 is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. 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.

24. 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.

25. 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.

26. 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.

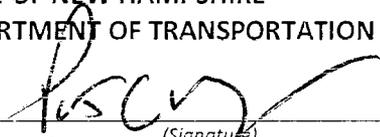
27. Insurances. The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:

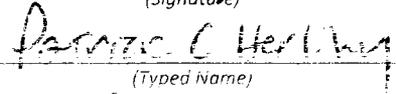
- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. The policies described in this section shall be the standard form employed in the State of New 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.

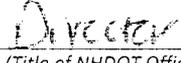
28. Public Meeting. By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.

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

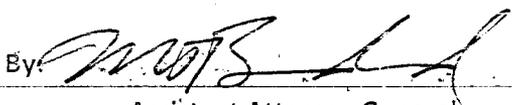


(Signature)


(Typed Name)


(Title of NHDOT Official)

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

Dated: 10/4/16 By: 

Assistant Attorney General

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

Dated: _____ Attest: _____
By: _____
Secretary of State (Title)

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 11th day of OCTOBER, 2016.

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


(Signature of Sponsor's Authorized Official)

By: R.D. EVGLEN
(Typed Name of Sponsor's Authorized Official)

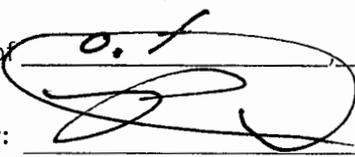
Title: MAYOR, CITY OF LACONIA / CHAIR, LACONIA AIRPORT AUTHORITY
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, P. J. FLYNN, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of NH. 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 (location) this 12th day of Oct.

By: 
(Signature of Sponsor's Attorney)

¹ 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, Mary Reynolds, do hereby certify that I am the City Clerk of the City of Laconia, a municipality in the State of New Hampshire, county of Belknap, in the United States of America. I do further certify that Edward Engler, is Mayor of the municipality and is duly authorized by 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: October 11, 2016.

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 11th day of October, 2016.

Mary Reynolds
Signature

SEAL

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 October 11, 2016, appeared before me Stacy Anders, the above signed officer personally appeared Mary Reynolds 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.

Stacy C Anders
Signature of Notary or Justice of the Peace

Stacy Anders, Notary Public

SEAL

Name of Notary, ANDERS, of the Peace
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 23, 2021

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 28, 2016

**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, 2016 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 28, 2016

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

The Certificate Holder will also be added to the policy as an additional insured (grant application)

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.

.....
Carol A. Orgeron

By _____
Carol A. Orgeron - Underwriter
(Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2016

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@internal.jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822	1-212-948-1306	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306 NAIC # 22667
INSURED Jacobs Engineering Group Inc. 155 North Lake Avenue, 9th Floor Pasadena, CA 91101			

COVERAGES CERTIFICATE NUMBER: 47047116 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G27853766	07/01/16	07/01/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H09042398	07/01/16	07/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A	SCP C48605291 (WI) WLR C48605254 (AOS) WOU C4860520A (LA, OH, TX)	07/01/16 07/01/16 07/01/16	07/01/17 07/01/17 07/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OFFICE LOCATION: Boston, MA. CONTRACT MGR: Michael Perry. RE: 2015 On-Call Professional Services Agreement. SECTOR: Public. *\$2,250,000 SIR FOR STATES OF: LA, OH, TX. The State of New Hampshire Department of Transportation is added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER Laconia Airport Authority 25 Aviation Drive Gilford, NH 03249 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 171
Policy Symbol HDO	Policy Number G27853766	Policy Period 07/01/2016 TO 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

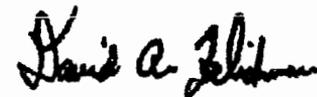
Thirty (30) days written notice shall be given to the Scheduled Entity in the event of cancellation and/or reduction in limits or coverage.

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

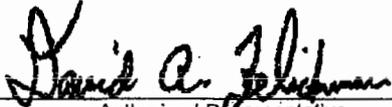
Named Insured Jacobs Engineering Group Inc.			Endorsement Number 133
Policy Symbol ISA	Policy Number H09042398	Policy Period 07/01/2016 TO 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

All other terms and conditions of the Policy remain unchanged.


Authorized Representative

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: C48605254
Policy Period 07-01-2016 TO 07-01-2017	Effective Date of Endorsement 07-01-2016
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

All other terms and conditions of this Policy remain unchanged.

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



Authorized Representative

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/07/2016

NAME OF INSURED: *Jacobs Engineering Group Inc.*

**Laconia Municipal Airport
Gilford, NH**

**Environmental Assessment
For
Obstruction Removal/Mitigation for Runway 8-26's Airspace
And
Avigation Easement Acquisition**

SBG-09-12-2016

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

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APPENDICES

Appendix 1 – Standard Sponsor Certification Forms

Appendix 2 - Grant Assurances for Airport Sponsors

Appendix 3 – Organizational Chart

Appendix 4 – Engineer’s Scope and Fee

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

RECEIVED

*** 2. Type of Application:**

- New
- Continuation
- Revision

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

*** Other (Specify):**

*** 3. Date Received:**

APR 13 2015

4. Applicant Identifier:

5a. Federal Entity Identifier:

NH AERONAUTICS

5b. Federal Award Identifier:

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:**

8585647580000

d. Address:

*** Street1:**

65 Aviation Drive

Street2:

*** City:**

Gilford

County/Parish:

*** State:**

NH: New Hampshire

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

e. Organizational Unit:

Department Name:

Airport

Division Name:

N/A

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@laconlaairport.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:**

Not Applicable

13. Competition Identification Number:

Title:

Not Applicable

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

Gilford - Belknap - New Hampshire.PNG

Download

Delete Attachment

View Attachment

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

Environmental Assessment for Obstruction Removal/Mitigation for Runway 8-26's Airspace and Avigation Easement Acquisition.

Attach supporting documents as specified in agency instructions.

Add Attachments

Remove Attachment

Cancel Attachment

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant 1st

* b. Program/Project 1st

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

Attachment area with "Add Attachment" button and two empty boxes.

17. Proposed Project:

* a. Start Date: 09/30/2016

* b. End Date: 08/01/2017

18. Estimated Funding (\$):

* a. Federal	174,748.00
* b. Applicant	9,708.22
* c. State	9,708.22
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	194,164.44

* 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 3.18.16
- 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

Attachment area for explanation of delinquency with "Add Attachment" button and two empty boxes.

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 216, 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: Mr. * First Name: Edward
 Middle Name:
 * Last Name: Engler
 Suffix:

* Title: Mayor, City of Laconia

* Telephone Number: 603-737-2015 Fax Number:

Email: ed@laconiadailysun.com

* Signature of Authorized Representative: [Handwritten Signature]

* Date Signed: 4-18-16

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2 Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4 Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. CFDA: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5 Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414 <input type="checkbox"/> Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII) <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

Section B – Certification Regarding Lobbying

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

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

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

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

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

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

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 174,748	\$ 19,416	\$ 194,164
2.		0	0	0
3. TOTALS		\$ 174,748	\$ 19,416	\$ 194,164

Section B – Budget Categories (All Grant Programs)

4 Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 8,500	\$ 0	\$ 0	\$ 0	\$ 8,500
b. Airport Planning					
c. Environmental Planning	185,664	0	0	0	185,664
d. Noise Compatibility Planning					
e. Subtotal	194,164	0	0	0	194,164
f. Program Income	0	0	0	0	0
g. TOTALS (line e minus line f)	\$ 194,164	\$ 0	\$ 0	\$ 0	\$ 194,164

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Airport Improvement Program	\$ 9,708	\$ 9,708	\$ 0	\$ 19,416
6.	0	0	0	0
7. TOTALS	\$ 9,708	\$ 9,708	\$ 0	\$ 19,416

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 174,748	\$ 139,798	\$ 34,950	\$ 0	\$ 0
9. Non-Federal	19,416	15,533	3,883	0	0
10. TOTAL	\$ 194,164	\$ 155,331	\$ 38,833	\$ 0	\$ 0

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary) None

Part IV - Program Narrative

(Suggested Format)

PROJECT: Environmental Assessment for Obstruction Removal/Mitigation for Runway 8-26 and Avigation Easement Acquisitions

AIRPORT: Laconia Municipal Airport

1. Objective:

This environmental assessment project evaluates the impacts to the cultural and environmental resources resulting from removing and/or lighting obstructions and the acquisition of avigation easements to the approaches to Runway 8-26. The project develops and evaluates alternatives for the removal and/or lighting of obstructions. Off-airport obstructions will be evaluated based on the Terminal Instrument Procedures (TERPS) approaches. On-airport obstructions will be evaluated based the FAR Part 77 surfaces.

2. Benefits Anticipated:

Safety improvements to the runway approaches.

3. Approach: *(See approved Scope of Work in Final Application)*

The data collection process involves three broad approaches: The collection and synthesis of previously issued reports, documents, plans, databases, and graphics, both on-line as well as hard copies; field surveys and site visits of Laconia Municipal Airport and surrounding area; meetings and discussions with a variety of agencies, organizations, and interested parties. All pertinent readily available existing data will be collected, reviewed, collated, and analyzed. Reasonable alternative to the projects shall be proposed. The environmental resources on and in the vicinity of Laconia Municipal Airport that are likely affected by the proposed/alternative projects will be determined. Specific impact categories listed in FAA Order 1050.1F will be addressed by the environmental assessment.

4. Geographic Location:

Laconia Municipal Airport and surrounding area.

5. If Applicable, Provide Additional Information:

See Supplemental Program Narrative

6. Sponsor's Representative: *(include address & telephone number)*

Marv Everson, Airport Manager
65 Aviation Drive, Gilford, NH 03249
603.524.5003

Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT

Application for Federal Assistance

**Environmental Assessment
For
Obstruction Removal/Mitigation for Runway 8-26's Airspace
And
Avigation Easement Acquisition**

**Laconia Municipal Airport
Gilford, NH
SBG-09-12-2016**

GENERAL PROJECT DESCRIPTION

This environmental assessment project evaluates the impacts to the cultural and environmental resources resulting from removing and/or lighting obstructions and the acquisition of avigation easements to the approaches to Runway 8-26. The project develops and evaluates alternatives for the removal and/or lighting of obstructions. Off-airport obstructions will be evaluated based on the Terminal Instrument Procedures (TERPS) approaches. On-airport obstructions will be evaluated based the FAR Part 77 surfaces.

DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS

ADMINISTRATION EXPENSES:

The grant includes costs incurred by the sponsor for the independent fee estimates (IFE) and miscellaneous project expenses that may occur during the project.

ARCHITECTURAL ENGINEERING BASIC FEES:

The grant includes fees for the environmental assessment and project administration. See Appendix 4 for the scope and fee.

Drug Free Work Place Certification – See Appendix 1

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

Project Sketches – See Appendix 4 (at end of Engineer's Scope)

Grant Assurances – See Appendix 2

Exhibit "A" Statement – See Attached

Sponsor Certification Forms – See Appendix 1

PROJECT COST

The project costs are summarized below:

Administration Expenses (IFE - \$3,500, Miscellaneous Expenses - \$5,000).....	\$8,500.19
Architectural Engineering Basic Fees.....	\$185,664.25
TOTAL.....	\$194,164.44

The project funding shall be broken out as described below:

Federal Share (90%).....	\$174,748.00
Sponsor Share (5%).....	\$9,708.22
State Share (5%).....	<u>\$9,708.22</u>
TOTAL	\$194,164.44

PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)

Notice to Proceed (Estimated based on Grant Offer – Dates Subject to Change)	September 2016
Start Data Collection	October 2016 (4 months)
Start Environmental Impacts Analysis/Alternatives	January 2017 (3 months)
Start Final Report	April 2017 (3 mon

Statement on Disadvantaged Business Enterprise (DBE) Status:

The Airport has an FAA approved goal of 1.65% for all projects for the period of federal fiscal years 2015-2017. This project is anticipated to achieve 1.2% DBE participation.

Statement on User Coordination:

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.

State Historic Preservation Office Review:

This project is an environmental assessment which is on the NH Department of Transportation’s ‘web site’ approved list of projects not requiring a Section 106 review. Refer to Option 1.

USE&W Coordination: See attached coordination letter.

Environmental Status:

FAA Order 1050.1F Section 5.6.1.o categorically excludes airport planning grants. This environmental assessment is a planning grant. In addition, there are no extraordinary circumstances per paragraph 5-2 with performing the environmental assessment. The project does not require State or Local City permits.

Exhibit “A” Statement:

The Exhibit “A” Property Map dated April 1, 2008, and attached to the Grant Application for SBG-09-05-2011, reflects the current information as of this date.

The above mentioned Exhibit “A” Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.



United States Department of the Interior



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

Consultation Code: 05E1NE00-2016-SLI-1133

March 24, 2016

Event Code: 05E1NE00-2016-E-01641

Project Name: Laconia Municipal Airport - Environmental Assessment

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

To Whom It May Concern:

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

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

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

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

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

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

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

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

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

Attachment



United States Department of Interior
Fish and Wildlife Service

Project name: Laconia Municipal Airport - Environmental Assessment

Official Species List

Provided by:

New England Ecological Services Field Office
70 COMMERCIAL STREET, SUITE 300
CONCORD, NH 03301
(603) 223-2541

<http://www.necology.com>

Consultation Code: 05E1NE00-2016-SLI-1133

Event Code: 05E1NE00-2016-E-01641

Project Type: TRANSPORTATION

Project Name: Laconia Municipal Airport - Environmental Assessment

Project Description: Environmental Assessment to evaluate obstruction removal and/or lighting to the Airport's runway approaches and on-airport FAR Part 77 transitional surface as well as obtain necessary avigation easements for the removals/lighting.

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



United States Department of Interior
Fish and Wildlife Service

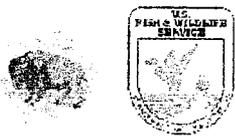
Project name: Laconia Municipal Airport - Environmental Assessment

Project Location Map:



Project Coordinates: MULTIPOLYGON (((-71.39370918273926 43.58144784552754, -71.39070510864256 43.579520379387574, -71.39070510864256 43.57771721003962, -71.39225006103516 43.57603834865632, -71.40220642089844 43.57386197719638, -71.41044616699217 43.57286703833179, -71.43087387084961 43.5660263886734, -71.43799781799316 43.56472035814768, -71.44503593444824 43.565093512615796, -71.44537925720215 43.56546666477244, -71.4455509185791 43.56764333961709, -71.44254684448242 43.56963337350115, -71.42752647399902 43.574608170557745, -71.39782905578613 43.581696546341256, -71.39370918273926 43.58144784552754)))

Project Counties: Belknap, NH



United States Department of Interior
Fish and Wildlife Service

Project name: Laconia Municipal Airport - Environmental Assessment

Endangered Species Act Species List

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

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



United States Department of Interior
Fish and Wildlife Service

Project name: Laconia Municipal Airport - Environmental Assessment

Critical habitats that lie within your project area

There are no critical habitats within your project area.

Certification of Contracts, Grants, Loans, and Cooperative Agreements

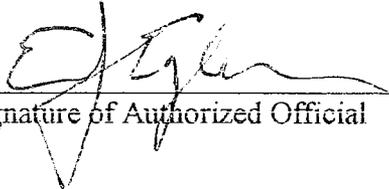
The undersigned certifies, to the best of his or her knowledge and belief, that:

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: 4-12-16

Edward Engler
Name of Airport Sponsor


Signature of Authorized Official

Mayor, City of Laconia
Title of Authorized Official

Appendix 1

Sponsors Certifications

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

Sponsor: Laconia Municipal Airport

Airport: Laconia Municipal Airport

Project Number: SBG-09-12-2016

Description of Work: EA for Obstruction Removal/Mitigation for Runway 8-26's Airspace

Application

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

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

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

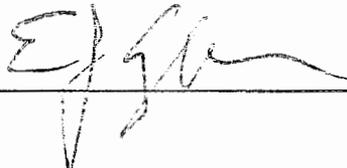
Executed on this 12th day of APRIL, 2016.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Authorized Official: Edward Engler

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

Signature of Sponsor's Authorized Official: _____



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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Laconia Municipal Airport

Airport: Laconia Municipal Airport

Project Number: SBG-09-12-2016

Description of Work: EA for Obstruction Removal/Mitigation for Runway 8-26's Airspace

Application

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

Certification Statements

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

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

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

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

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

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

Location 1

Name of Location: Laconia Municipal Airport

Address: 65 Aviation Drive, Gilford, NH 03249

Location 2 (if applicable)

Name of Location: Jacobs Engineering Group, Inc.

Address: 2 Executive Park Drive, Bedford, NH 03110

Location 3 (if applicable)

Name of Location: Normandeau Associates, Inc.

Address: 25 Nashua Road, Bedford, NH 03110

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

Sponsor's Certification

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

Executed on this 12th day of APRIL, 2016.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Authorized Official: Edward Engler

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

Signature of Sponsor's Authorized Official: 

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Laconia Municipal Airport

Airport: Laconia Municipal Airport

Project Number: SBG-09-12-2016

Description of Work: EA for Obstruction Removal/Mitigation for Runway 8-26's Airspace

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:
- Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

Executed on this 12th day of APRIL, 2016.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Authorized Official: Edward Engler

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

Signature of Sponsor's Authorized Official: 

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

Appendix 2

Airport Sponsor's Assurances



ASSURANCES

Airport Sponsors

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

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- 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.¹
- 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.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- 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.¹
- 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.²
- 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

- a. Executive Order 11246 - Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- 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].^{4, 5, 6}
- 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.¹
- 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.¹
- 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).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- 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.^{1 2}
- 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.¹
- 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

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.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 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.
- ⁴ 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.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ 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.

3). 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 12/31/2015 (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.

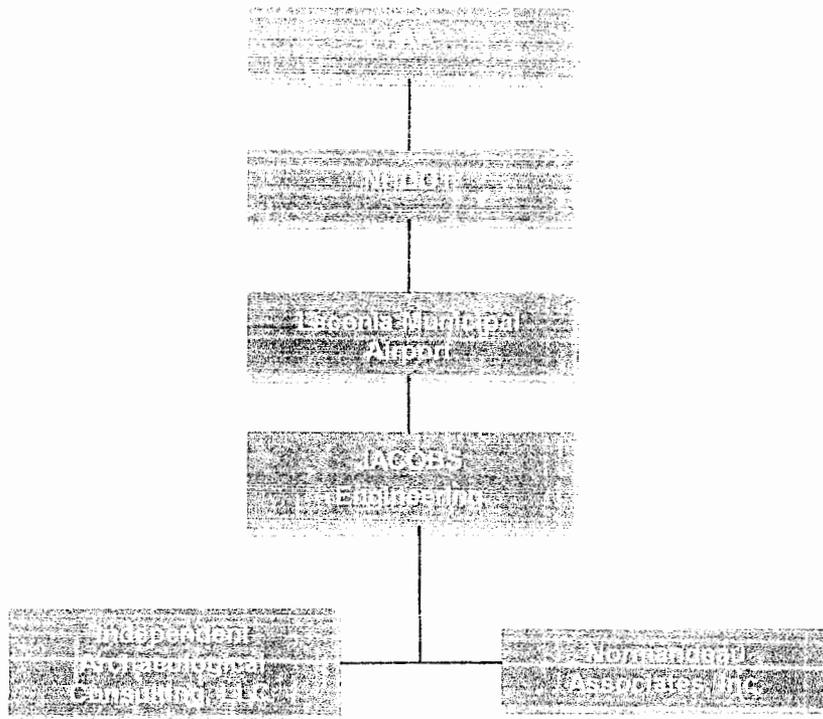
Appendix 3

Organizational Chart

Laconia Municipal Airport

Environmental Assessment for Obstruction Removal/Mitigation for Runway 8-26's
Airspace and Avigation Easement Acquisition

Grant #SBG-09-12-2016
Project Organizational Chart



Appendix 4

Engineer's Scope and Fee

LACONIA MUNICIPAL AIRPORT

SCOPE OF WORK

for the preparation of an

ENVIRONMENTAL ASSESSMENT

For

Obstruction Removal/Mitigation for Runway 8-26's Airspace

And

Avigation Easement Acquisition

SB-09-12-2016

March, 2016

Prepared For

Laconia Airport Authority

Prepared By

Jacobs Engineering Group Inc.

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INTRODUCTION and BACKGROUND

Laconia Municipal Airport (FAA designator LCI) is situated in Gilford, NH. The airport is owned by the City of Laconia and is operated and maintained by the Laconia Airport Authority (LAA).

The Airport is designated by as a “Regional Service Airport”, which accommodates a variety of different types of GA activity from business and corporate aircraft, to public service including the Civil Air Patrol (CAP), Dartmouth Hitchcock Advanced Response Team (DHART) medical helicopters, law enforcement agencies, and privately owned/owner-flown aircraft.

The LAA has recently completed an airport master plan which analyzed aviation demand, facility requirements, financial management, as well as compliance with FAA design standards, specifically the protection of the FAA-defined imaginary surfaces and runway safety areas.

As noted in the current Laconia Airport Master Plan prepared by Steven J. Smith & Associates Inc. in 2015 there are numerous vegetative and manmade penetrations to the protected airspace surfaces at LCI. Jacobs found a discrepancy in the original airspace analysis prepared for Runway 26 under the 2015 Master Plan. The airspace surface was not started 200’ from the end of runway pavement. Jacobs reanalyzed the airspace surface to determine the extent of penetrations. Refer to the drawings in **Attachment B**. This EA will address obtaining avigation easements, conducting tree clearing and placing hazard beacons where appropriate.

Proposed Actions

The proposed actions considered in this Environmental Assessment (EA) are based on the recommendations presented in the Laconia Municipal Airport Master Plan dated January 2015. The study identified and analyzed alternatives and presented recommended actions concerning each project.

- Obtain avigation easements over properties where vegetative obstruction removal needs to occur to provide for safe approaches to each of the airports runway ends;
- Install Hazard Beacons where appropriate;
- Clear on-airport penetrations to the FAR Part 77 Approach and Transitional Surfaces. Off-airport easement acquisition, obstruction lighting and obstruction clearing will be to TERPS or Threshold Siting Surface criteria, whichever is more restrictive. The majority of the penetrations are vegetative rather than manmade.

FAA Order 1050.1F, Environmental Impacts: Policies and Procedures¹

The Laconia Municipal Airport Environmental Assessment (EA) will be funded in part by a grant from the FAA, and the preparation of the EA will be managed by Jacobs.

¹ Effective July 16, 2015

Therefore, appropriate FAA guidance and procedures must be followed, in particular FAA Order 1050.1F, which states that:

“(The order) serves as the Federal Aviation Administration’s (FAA) policy and procedures for compliance with the National Environmental Policy Act (NEPA) and implementing regulations issued by the Council on Environmental Quality (CEQ). The provisions of this Order and the CEQ Regulations apply to actions directly undertaken by the FAA and to actions undertaken by a non-Federal entity where the FAA has authority to condition a permit, license, or other approval. The requirements in this Order apply to, but are not limited to, the following actions: grants, loans, contracts, leases, construction and installation actions, procedural actions, research activities, rulemaking and regulatory actions, certifications, licensing, permits, plans submitted to the FAA by state and local agencies for approval, and legislation proposed by the FAA.”

Project Team

In addition to the Laconia Municipal Airport Authority, NHDOT and the FAA, **Jacobs Engineering Group Inc.** is the lead consulting firm with overall responsibility for the management and preparation of the EA. Jacobs will hire qualified firms to assist in several environmental and cultural resource tasks within this scope of work. Their expected role is described below.

- Surveying and identification of historical and architectural resources within the project area.
- Investigation of possible archeological resources within the project area, and identification of potential mitigation actions and review and evaluation of alternatives with regard to archaeological resources.
- Responsible for certain data collection, analysis of specific environmental issues including but not limited to wetlands, wildlife, rare and endangered species, habitats, etc. The sub consultants will also assist with agency coordination, development and evaluation of alternatives, potential mitigation measures and permitting.

TASK 1.0 DATA COLLECTION - OVERVIEW

The 2015 Airport Master Plan and other related documents provide a significant amount of data which will be used to the extent possible in the preparation of this Environmental Assessment (EA). Additional pertinent data and background information necessary for the preparation of the EA will continue to be compiled and reviewed. The data collection process involves three broad approaches:

1. The collection and synthesis of previously issued reports, documents, plans, databases, and graphics, both on-line as well as hard copies;
2. Field surveys and site visits of Laconia Municipal Airport and surrounding area;
3. Meetings and discussions with a variety of agencies, organizations, and interested parties.

1.1 Collect Existing Data

All pertinent readily available existing data will be collected, reviewed, collated, and analyzed. In particular, data pertaining to existing environmental conditions on and in the vicinity of Laconia Municipal Airport will be collected and documented with regards to:

- wetlands
- water quality
- floodplains
- vegetative communities
- endangered species habitats
- land use
- hazardous materials
- farmlands
- historic, archaeological, and cultural resources
- Section 4(f) resources

This task will also identify additional data collection efforts that will be needed to supplement the existing information currently available, including but not limited to field work, mapping, survey, testing, sampling, etc., necessary for the preparation the EA.

1.2 Agency Coordination

At the outset of the preparation of the scope of work for the Environmental Assessment (EA), informal coordination meetings with NHDOT, NH Department of Environmental Services (NHDES), the U.S. Army Corps of Engineers, NH Natural Heritage Bureau and the FAA, will assist in identifying key issues and concerns.

1.3 Prepare Environmental Assessment (EA) Scope of Work and Pre-Grant Activities

Preparation of the EA scope of work will involve data collection, review and synthesis, and agency meetings. The Jacobs Team will compile meeting memos, which will be attached to the EA. The Jacobs Team will finalize the detailed scope of work for the EA.

Deliverables: A detailed Scope of Work will be prepared that clearly and concisely describes all of the tasks to be completed

TASK 2.0 DATA COLLECTION: FIELD SURVEYS, SURVEY, TESTING, MAPPING

Based on the specific data requirements identified in Task 1.1, above, field surveys, testing, mapping, etc. will be conducted as necessary to accurately define environmental conditions on and in the vicinity of Laconia Municipal Airport. Field surveys will only be conducted where necessary to supplement and/or update existing information collected in prior Task 1.0. All data collection efforts will be fully documented, including photographs and field notes as appropriate. At a minimum the data collection efforts will encompass the following areas:

- wetlands
- water quality
- floodplains
- vegetative communities
- endangered species habitats
- land use
- hazardous materials
- farmlands
- historic, archaeological, and cultural resources
- Section 4(f) resources

Drawings will be prepared depicting the protected airspace surfaces applicable to LCI as defined in FAR Part 77, the US Standard for Terminal Instrument Procedures (TERPS) and FAA Advisory Circular 150/5300-13A. The airspace surfaces will be drawn in 3D to enable analysis of the 2010 planimetric mapping collected under the 2015 Airport Master Plan effort to determine airspace penetrations. A value of 3-feet (representing a growth rate of 0.5-feet per year) will be added to vegetative objects only from the 2010 mapping to account for tree growth. No adjustment will be made to man-made objects. Penetrations to each airspace surface will be located and provided with a unique ID.

Deliverables: A Technical Memo will be prepared that will include text, scaled graphics, photographs, databases, meeting and field notes, etc., that clearly and concisely describes all of the information, field conditions, and results of the field surveys. Drawings showing the limits of the aviation easements to be acquired as well as existing easement information will be included. A “pdf” of the Technical Memo will be emailed to all interested parties.

TASK 3.0 PROPOSED PROJECTS PURPOSE AND NEED

The project purpose and need is one of the key elements of the EA, and this task will rely extensively on the 2015 Airport Master Plan. A concise project purpose and need will be developed based on the proposed projects.

It is important to note that the proposed obstruction removal, aviation easement and Hazard Beacon projects are safety related, and are also required by the FAA Sponsor Grant Assurances that the Laconia Airport Authority has signed.

In terms of describing the need for the proposed projects, this task will also address the role and use of Laconia Municipal Airport by specific companies and public service agencies.

Deliverables: A Purpose and Need Statement will be prepared that will clearly and concisely describe the purpose and need of each of the projects. A “pdf” file of the Technical Memo will be emailed to all interested parties.

TASK 4.0 IDENTIFY REASONABLE ALTERNATIVES (INCLUDING NO ACTION)

The 2015 Airport Master Plan presented and analyzed alternatives for each project, as well as recommendations for each of the proposed improvements. However, FAA Order 1050.1F requires the identification and analysis of reasonable alternatives to the proposed actions, including analysis of the 'do-nothing' or no action option. Reasonable alternatives are defined by FAA as those that are 'feasible and achieve the project's purpose'. As noted in FAA Order 1050.1F:

"There is no requirement for a specific number of alternatives or a specific range of alternatives to be included in an EA. An EA must consider the proposed action and a discussion of the consequences of taking no action, and may limit the range of alternatives to action and no action when there are no unresolved conflicts concerning alternative uses of available resources."

"Whether a proposed alternative is reasonable depends upon the extent to which it meets the purpose and need for the proposed action. For alternatives considered but eliminated from further study, the EA will briefly explain why these were eliminated."

Several alternatives will be analyzed in this EA:

1. Vegetation removal to FAR Part 77 airspace surface standards
2. Vegetation removal to FAA Advisory Circular 150/5300-13A Table 3-2 standards
3. Combination of hazard clearing and obstruction mitigation with hazard beacons
4. Installation of hazard beacons without obstruction clearing
5. The do-nothing (or no action) alternative

The following specific tasks will be accomplished:

- 4.1 The description of each alternative considered**, including at a minimum the proposed action described in the Master Plan and others and the no action alternatives. In addition, the connection between projects in terms of function and/or purpose, if there is any, will be addressed.
- 4.2 A concise statement explaining why any initial alternatives considered may have been eliminated from further study**, e.g., they were not reasonable because they failed to meet the purpose and need for the proposed action, etc.
- 4.3 A listing under each reasonable alternative of any applicable laws, regulations, associated permits, licenses, approvals, and reviews** that would be required.
- 4.4 Concept Engineering:** In order to analyze each option, and in particular, to identify potential impacts, Jacobs will prepare preliminary engineering design of each of the proposed projects. Preliminary designs will be conceptual and will include as applicable, clearing/trimming plans, grading and drainage plans, hazard beacon location plans, critical cross sections, and typical sections. This will be necessary in

order to establish the limits of the project area (for example, to identify grading, excavation, toe of slope, drainage, conduit runs, etc.), as well as possible construction techniques. Planning level cost estimates for each project will be reviewed and updated. Pertinent engineering decisions, criteria and assumptions will also be presented in this task in a written report format.

Deliverables: A Technical Memo will be prepared that will clearly and concisely describe each reasonable alternative, including scaled graphics, databases, and photographs, as necessary. A discussion about why an initial alternative may have been dropped will also be presented (if applicable). An alternatives evaluation matrix will also be presented. A "pdf" file of the Technical Memo will be emailed to all interested parties.

Note: It is anticipated that this technical memo will also be provided to the FAA through the NHDOT for the purposes of American Indian tribal coordination.

TASK 5.0 AFFECTED ENVIRONMENT

This section will succinctly describe only those environmental resources on and in the vicinity of Laconia Municipal Airport that are likely to be affected by the proposed action or its reasonable alternatives. For example, a portion of the proposed obstruction removal is located off-airport. This task will highlight items such as previously completed projects on and in the vicinity of the airport, as well as reasonably foreseeable development actions on and in the vicinity of the airport.

The description of the affected environment in the EA will include the following, as appropriate:

- 5.1 Location map, vicinity map, project layout plan, and photographs.
- 5.2 Existing and planned land uses and zoning for: affected residential areas, schools, places of outdoor assemblies of persons, churches, hospitals, businesses, Federally-listed threatened, or endangered species and/or their habitat, wetlands, historic, archeological, or cultural resources on or eligible for inclusion on the National Register of Historic Places (NRHP). These include Native American cultural sites meeting NRHP eligibility criteria.
- 5.3 Population estimates and other relevant readily available demographic information for the affected environment, including census maps where appropriate.
- 5.4 Past, present, and reasonably foreseeable future actions, whether Federal or non-Federal, including related or connected actions, to show the cumulative effects of these actions on the affected environment.
- 5.5 Political jurisdiction(s) the proposed action or its reasonable alternatives would affect

Deliverables: A Technical Memo will be prepared that will clearly and concisely describe the affected environment on and in the vicinity of Laconia Municipal Airport, including scaled graphics, databases, and photographs, as necessary. A “pdf” file of the Technical Memo will be emailed to all interested parties.

TASK 6.0 SPECIFIC IMPACT CATEGORIES

FAA Order 1050.1F lists specific impact categories that must be addressed in an EA. As noted below, some impact categories are not anticipated to be relevant or pertinent to Laconia Municipal Airport, or to the proposed alternatives at the airport, which will be clearly documented.

6.1 Air Quality

It is anticipated that the existing or projected aviation activity levels at Laconia Municipal Airport will not reach the threshold required to prepare an air quality analysis. Based on recently estimated activity estimates from the 2015 Airport Master Plan it is assumed that an air quality analysis will not be required.

6.2 Coastal Resources

It will be documented that the proposed projects will not impact any coastal zone resources.

6.3 Compatible Land Use

The compatibility of existing and planned land uses in the vicinity of an airport is normally associated with the extent of the airport’s noise impacts. Airport development actions to accommodate fleet mix changes or the number of aircraft operations, air traffic changes, or new approaches made possible by new navigational aids are examples of activities that can alter aviation-related noise impacts and affect land uses subjected to those impacts. The proposed acquisition of aviation easements, tree clearing and installation of additional hazard beacons will not alter the aircraft fleet mix, increase the frequency of aircraft operations or add to the development of the airport and therefore it is not anticipated to increase airport noise. However, the perception that removing trees will result in noise increase will need to be addressed.

6.4 Construction Impacts

Potential impacts from construction activities include noise, dust, and vibration from heavy equipment traffic, disposal of construction debris, and possible air and water pollution. As noted by the FAA in Order 1050.1F: “Construction impacts alone are rarely significant pursuant to NEPA.” Jacobs will prepare a description of the type, nature, and duration of construction activity for each project, and measures that can be taken to minimize potential adverse effects, such as designated haul routes and times of day.

6.5 Department of Transportation Act: Section 4(f)

Information on any existing Section 4(f) properties located on or near Laconia Municipal Airport will be obtained under the data collection task, above, as well as sending letters out to the state agencies for feedback on Section 4(f) impacts. Potential impacts on Section 4(f) property from any of the proposed projects will be identified.

6.6 Farmlands

Farmlands in the vicinity of Laconia Municipal Airport will be documented, including the nature of the farming activity, and a discussion of potential impacts, if any, from airport operations and proposed projects will be included.

6.7 Fish, Wildlife and Plants

This section will provide a summary of the species that are present on the airport based on the information obtained during the data collection effort. Potential impacts on wildlife and plants from each of the proposed alternatives will also be discussed. It is assumed that potential mitigation opportunities will be identified as part of the EA process, and that more detailed mitigation plans will be developed as part of the final design phase for each project. The Jacobs Team will make recommendations on mitigation opportunities and will coordinate with NHDOT and resource agencies to identify potential mitigation opportunities at the Airport. It is anticipated that the recent listing of the Northern Long Eared Bat as an endangered species will need to be addressed. A habitat assessment will be prepared in order to address the proposed tree clearing.

6.8 Floodplains

Information obtained from FEMA floodplain mapping, as well as state sources, will be presented in this section.

6.9 Hazardous Materials, Pollution Prevention, and Solid Waste

It will be documented whether any significant impacts from hazardous materials or solid waste generation are anticipated from any of the proposed projects.

6.10 Historical, Archeological, and Cultural Resources

Jacobs will hire a qualified sub consultant to prepare a Phase 1A archaeological assessment to determine and document the presence of cultural resources within the project area. Given the nature of the proposed work, it is assumed that an architectural assessment will not be needed.

6.11 Light Emissions and Visual Impacts

As noted by FAA Order 1050.1F, visual, or aesthetic impacts are inherently more difficult to define because of the subjectivity involved. Aesthetic impacts deal more broadly with the extent that the development contrasts with the existing environment and whether the jurisdictional agency considers this contrast objectionable. The EA will identify the extent to which any action related to tree removal will change the light environment in the vicinity of the tree removal that might interfere with normal activities on adjacent properties. Because of the relatively low levels of light intensity associated with most air navigation facilities (NAVAIDS) and other airport development actions, the

change in the viewshed for light emissions impacts may not have an adverse impact on human activity or adjacent land uses. However, lighting for parking lots, aprons and other facilities may be visible once trees are removed. Nighttime site evaluations may be performed if needed. Information will be included in the EA if the potential for annoyance exists, such as site location of proposed lights or light systems, pertinent characteristics of the particular system and its use, and measures to lessen any annoyance, such as shielding or angular adjustments.

6.12 Natural Resources, Energy Supply, and Sustainable Design

Principles of environmental design and sustainability, including pollution prevention, waste minimization, and resource conservation, should be followed generally in project or program planning. For purposes of this EA, the proposed actions will be examined to identify any potential major changes in stationary facilities or the movement of aircraft and ground vehicles that would have a measurable effect on local supplies of energy or natural resources. If any major changes are identified, power companies or other suppliers of energy will be contacted to determine if projected demands can be met by existing or planned source facilities.

The use of natural resources other than for fuel need be examined only if the action involves a need for unusual materials or those in short supply. For example, if a large volume of water will be required, the availability of a supply of water from existing or planned water facilities or from surface or groundwater sources should be considered.

For the actions proposed in this EA, changes in energy demands or other natural resource consumption will not result in significant impacts. If this EA identifies problems such as demands exceeding supplies, additional analysis may be required. Otherwise, it may be assumed that potential impacts will not be significant.

6.13 Noise

The proposed projects are not expected to change the frequency or type of aircraft operations at Laconia Municipal Airport and are not expected to cause an increase in the DNL above 65dB over noise sensitive areas as noted in FAA Orders 5050.4B and 1050.1F and thus, noise contours are not expected to change. However, as mentioned in Section 6.3, the perception of a change in noise with the removal of vegetation will need to be addressed if it is identified as an issue.

6.14 Secondary (Induced) Impacts

As noted in FAA Order 1050.1F, major development projects may result in secondary or induced impacts, such as shifts in patterns of population movement and growth, public service demands, and changes in business and economic activity to the extent influenced by the airport development. However, it is not anticipated that the proposed projects at Laconia Municipal Airport will result in any significant secondary or induced impacts. This section will provide documentation of any potential secondary or induced impacts.

6.15 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks

It will be documented whether any significant socioeconomic impacts, environmental justice, and children's environmental health and safety risks are anticipated from the proposed projects.

6.16 Water Quality

This section will provide information on surface water and groundwater resources located in the vicinity of Laconia Municipal Airport and will discuss potential impacts to these resources from the proposed projects. US Army Corps of Engineers will be consulted to obtain a determination as to whether a Section 401 Water Quality Certificate will be required. The potential for a change in surface runoff characteristics will be evaluated if there are areas of clear cutting. The presence of public drinking water wells or surface drinking water resources will be investigated using available databases.

6.17 Wetlands

Existing data sources will be compiled to document the extent of wetlands on and in the vicinity of Laconia Municipal Airport. Based on the age and accuracy of the existing wetlands mapping, field work is anticipated to be undertaken by the Jacobs Team in this task to accurately map and document wetlands. There is a fresh water resource (Lily Pond) within the project area. It is anticipated that any impacts to resources will need to be documented and coordinated with NHDES.

6.18 Wild and Scenic Rivers

The presence of any wild and scenic rivers located on/near Laconia Municipal Airport will be documented.

Deliverables: Technical Memos prepared as needed by the Jacobs Team for selected categories. A "pdf" file of the Technical Memo will be submitted by email

TASK 7.0 ALTERNATIVES EVALUATION

The alternatives evaluation process involves several important steps. The first step is the definition of evaluation criteria. A potential list of criteria is presented below, which will be modified based on input from the Airport, NHDOT, FAA, airport users, etc., as appropriate. Each evaluation criteria will be described in sufficient detail to be applied to the alternatives under consideration.

7.1 Summary of Potential Environmental Impacts from Each Alternative

A summary of the potential environmental impacts from each of the alternatives will be prepared. The impacts will be described in text, as well as tables, graphs, and figures, as appropriate. The potential impacts will also be quantified to the extent possible.

Potential impacts may include (but not be limited to) endangered species, rare plants, cultural resource impacts. Once the impacts have been identified, permits that may be required for each alternative will be determined, as well as identification of the agencies that issue the permits, and the requirements for applying for and issuing each permit.

7.2 Develop Evaluation Criteria

A list of possible evaluation criteria is presented below. This task will examine, refine, and revise this list of criteria based on input from the Airport, FAA, resource agencies, airport users, etc.

- Potential environmental impacts.
- Potential environmental benefits.
- Required permits, licenses, approvals, etc.
- Compliance with FAA design standards and Sponsor Grant Assurances.
- Compliance with the approved Laconia Municipal Airport Layout Plan (ALP).
- Operational benefits and impacts to airport users.
- Airfield capacity and ability to accommodate existing and future demand.
- Financial impact to the airport sponsor (Laconia Airport Authority) in terms of potential revenue and maintenance costs.
- Impact on public safety missions at Laconia Municipal Airport by public service agencies.
- Impact on corporate and business users of the airport
- Potential cost to construct and maintain the improvements.

7.3 Prepare Evaluation Matrix

An evaluation matrix will be prepared that will allow each alternative to be evaluated in comparative form in order to sharply define the issues and provide a clear basis for choice between the options. The evaluation matrix will provide a succinct and comprehensive method to examine and rank each of the options.

7.4 Complete Evaluation Matrix and Rank Alternatives

The matrix will be completed by the Jacobs Team, the Airport, and if appropriate, NHDOT, FAA, airport users, and interested public. Based on the outcome of that process, the preferred option (alternative) will be clearly identified.

7.5 Identify the Preferred Alternative for Each Proposed Project

Based on the results of the alternatives evaluation process, the preferred alternative for each of the proposed projects will be identified. Written concurrence on the preferred alternative will be required from the Airport and the FAA before proceeding onto subsequent tasks.

Deliverables: A Technical Memo will be prepared that will clearly and concisely describe each evaluation criteria. The alternatives evaluation matrix will also be presented, along with the results of the evaluation process, including identification of the preferred option for each proposed project. Written concurrence with the preferred alternative from the Airport, NHDOT and the FAA will also be included in this Memo. A “pdf” of the Technical Memo will be emailed to all interested parties.

TASK 8.0 PREPARE AND CIRCULATE DRAFT EA The Jacobs Team will prepare a preliminary draft EA for internal review and approval by the Airport and FAA. After

review and comment, the Jacobs Team will then prepare and circulate the draft EA for public comment. The draft EA will include text as well as relevant graphics, attachments, pertinent data, as well as meeting notes and minutes. A public information meeting will also be held to solicit comments on the draft EA.

Deliverables: Hard copies as well as PDFs of the Draft EA will be mailed to the appropriate review parties. See Task 13.0 for quantity of reports.

TASK 9.0 RESPOND TO COMMENTS AND PREPARE FINAL EA

The Jacobs Team will respond to comments, and prepare and circulate the final EA. The final EA will include text as well as relevant graphics, attachments, pertinent data, as well as meeting notes and minutes.

A draft and final FONSI will be prepared as part of this task as well.

Deliverables: Pdfs of the Final EA and FONSI will be emailed to all interested parties, and five CDs of the Final EA will be prepared and submitted if requested.

TASK 10.0 PUBLIC PARTICIPATION AND AGENCY COORDINATION

NEPA and the CEQ regulations require Federal agencies (such as the FAA) to obtain information from the public regarding environmental concerns surrounding an agency's proposed action, provide the public with relevant information, and allow the public to comment on the findings.

FAA notes that public input is important in defining the scope of NEPA documents such as an EA, and there also needs to be a public meeting to review the complete draft EA. FAA will decide whether the last meeting will be a public hearing or not. The level and extent of public involvement is dependent on the "complexity, sensitivity, degree of Federal involvement, and anticipated environmental impacts of the proposed action".

The meetings anticipated to be held during the preparation of this EA include:

10.1 One (1) project kickoff meeting with the Airport and FAA/NHDOT to review the roles and responsibilities project team members and schedule including short term and long range goals. Any data collection needs will be identified at that time as well.

10.2 Two (2) agency coordination meetings with the Airport, NH DES, U.S. Army Corps of Engineers, NH Fish and Game, NH Natural Heritage Bureau and potentially municipal agencies as well, to review the proposed projects at Laconia Municipal Airport, the EA process, and solicit input on anticipated issues and concerns that should be specifically addressed. The NHDOT Natural Resources Agency meeting is considered for this meeting.

10.3 Six (6) meetings with the Airport and NH DES, NH Fish and Game and NHDOT to be held throughout the project to review project deliverables and address project comments.

10.4 Four (4) workshop sessions with the Town of Gilford and the City of Laconia to review alternatives and preferred options. Two workshop sessions will be held with representatives from each municipality to garner input on alternatives that are being considered as well as to review the final preferred proposed action.

10.5 Two (2) meetings with property owners to review easement bounds and proposed tree clearing activities on individual properties. The Jacobs Team will hold meetings with affected property owners over two days to discuss issues/concerns with each property owner where avigation easements and tree clearing is sought.

10.6 Two (2) public information meetings to review the draft EA during its preparation. A public hearing may be held to review the complete draft EA in lieu of one public information meeting, although that is up to FAA to decide.

Total = 17 meetings.

In addition, miscellaneous coordination with the Airport and other resource agencies via telephone, email, and WebEx will be necessary throughout the EA process.

Information about the EA process, including informational material, will be disseminated including press and media releases at various points during preparation of the EA. The sponsor's website will also be used if possible.

The Jacobs Team will prepare for and make presentations at each meeting where appropriate. Jacobs will also record the minutes of each meeting, and in particular any comments presented concerning the scope of work and the technical report, as it is being prepared. All comments will be addressed in the EA. A complete record of the public outreach process will be presented in the EA, including the meeting minutes, comments presented, and responses to comments.

Deliverables: "Pdfs" of the meeting minutes and notes (as appropriate) will be emailed to all interested parties. The meeting minutes and notes will also be attached to the EA Technical Report.

TASK 11.0 PROJECT ADMINISTRATION

Jacobs Engineering will undertake and complete the tasks associated with overseeing the overall project and execution of the overall financing and payment reimbursement for the various components of the project.

The specific items of work required for the project include the following:

11.1 A project schedule based on the tasks included in this scope of work with field surveys, milestone deliverable dates and review periods and similar will be prepared for the project.

11.2 Jacobs will enter into sub consultant agreements with the proposed sub consultants. All necessary agreements between the firms will be formalized including insurance certificates.

11.3 The Jacobs Team will collect and review all project charges against the project amount, including sub consultant payment requests and invoices for professional services.

11.4 The Jacobs Team will retain project files including all site data procurement data and project correspondence.

11.5 The Jacobs Team will prepare project close-out documentation including financial documents and necessary sponsor certification documents.

11.6 The Jacobs Team will prepare the federal grant application and submit federal/state reimbursement requests to the NHDOT on behalf of the Laconia Airport Authority during the course of the project. It is estimated that ten (10) reimbursement requests will be required.

TASK 12.0 QUALITY ASSURANCE REVIEWS

The Jacobs team will conduct internal quality assurance reviews of all deliverables prior to issuing for review. The task includes a senior planner or engineer's review of the deliverables. A technical report editor will be assigned to review all technical documents and the EA for clarity and consistency.

TASK 13.0 DOCUMENTATION

13.1 List of Preparers

This EA will include a list of the names and qualifications of personnel who prepared the EA. Sub consultants will also be identified as having assisted in, or having prepared, the EA.

13.2 List of Agencies Contacted

This EA will include a list of the agencies and personnel who were contacted during its preparation. Copies of all pertinent correspondence to and from each agency will also be attached to the EA.

13.3 Documentation

Jacobs will provide pdf's and hard copies (as specified below) of the following documentation as part of the EA:

<u>Report</u>	<u>Hard Copies</u>
▪ Draft EA.....	6
▪ Final EA/FONSI.....	6

In addition, Jacobs will provide an electronic copy of all of the documents and graphics to the Laconia Airport Authority.

TASK 14.0 AGIS SUBMISSION TO REMOVE NIGHT RESTRICTION TO RW26

The night operations to Runway 26 have been deemed not available. The FAA's database is pre runway extension. This task provides updated information to the FAA to evaluate the Runway 26 approach which may require obstruction removal which is considered in this EA. Airport planimetric mapping data was collected on October 3, 2010 by WSP-Sells under the master plan phase one data collection effort prepared by Steven J. Smith and Associates, Inc. The mapping was collected to support the preparation of an airport base map, tree top and obstruction mapping. This task will utilize the planimetric mapping data collected under master plan effort and convert it an AGIS compliant dataset for use in the FAA's AGIS.

14.1 Create AGIS Project

Under this task, Jacobs will work with airport management to get the AGIS project created in the FAA's AGIS.

14.2 Conversion of CADD to AGIS Standard Format

The CADD data representing the airport base map, tree top and obstruction mapping will be converted to ArcGIS shapefiles. Jacobs will attribute each feature according to the data standards provided within FAA Advisory Circular 150/5300-18B.

14.3 Upload AGIS Data

The GIS shapefiles created under Task 14.2 will be formatted according to FAA Advisory Circular 150/5300-18B and uploaded for verification to the AGIS project site.

ASSUMPTIONS

The Jacobs Team developed the Scope of Work for this EA based on the following assumptions:

- NH DES and NH Fish & Game will provide assistance to the Jacobs Team to identify rare species on Laconia Municipal Airport.
- Agencies including the Laconia Airport Authority, NHDOT, NH DES, U.S. Army Corps of Engineers, etc. will provide input and guidance on potential mitigation techniques, sites and their pros and cons.
- Task "Technical Memos" will be issued by Jacobs by email upon completion of each task(s). It is assumed that the Airport NHDOT and FAA will provide input and comments on each memo before Jacobs continue on to the next task(s).
- 1 Draft EA and 1 Final EA will be sufficient. No other interim drafts will be required.

- Air quality analysis for the EA impact category 5.1 will not be required.
- FAA will coordinate all tribal communications.

WORK NOT INCLUDED in this Scope of Work

- Airport drainage study;
- Detailed airfield designs;
- Detailed mitigation designs;
- Detailed wetland mapping. Wetland mapping will be to a planning level based on existing state database with field verifications. Mapping will be to a GPS accuracy.
- Topographic surveys, including photogrammetry;
- Geotechnical engineering, including soils investigation;
- Detailed drainage designs;
- Obtaining permits, or the fees to obtain permits;
- Hazardous waste identification or cleanup or remediation;
- Individual technical reports for each type of plant and species field survey will not be required;
- Compliance with standards of FAA Orders 5300-16A (survey and geodetic control standards); 5300-17B (imagery acquisition standards) and 5300-18B (submission of surveys and GIS standards);
- Obtaining avigation easements over specific parcels of land.

PROJECT SCHEDULE

- Notice to Proceed
- Data Collection – + 4 months
- Environmental Impacts Analysis/Alternatives – + 3 months
- Final Report – + 3 months

ATTACHMENTS

A - Fee schedule

B - Proposed Tree Clearing areas

ATTACHMENT A

JACOBS LABOR HOUR AND FEE ESTIMATE

FEE SCHEDULE

Laconia Municipal Airport
SBG 06-12-2016

Task	DISCIPLINE										Subtotals
	Project Principal	Project Manager	Senior Airport Planner	Airport Planner	Project Engineer	Senior Environmental Scientist	Environmental Scientist	CADD/GIS Technician	Administrative Assistant		
1.0 Data Collection - Overview											
1.1 Collect existing data	0	0	0	10	0	4	4	0	0	0	18
1.2 Agency coordination	0	8	24	0	0	16	0	4	0	0	52
1.3 Prepare EA scope of work and program activities	2	2	4	8	0	4	0	0	0	0	26
2.0 Data Collection, Field Surveys, Survey, Testing, Mapping											
2.1 Wetlands	0	0	0	0	0	8	24	4	0	0	36
2.2 Water quality	0	0	0	0	0	5	5	0	0	0	10
2.3 Floodplains	0	0	0	0	0	0	0	0	0	0	0
2.4 Vegetative communities	0	0	0	0	0	5	5	0	0	0	10
2.5 Endangered species habitat	0	0	0	0	0	0	0	0	0	0	0
2.6 Land Use	0	0	0	4	0	0	2	2	0	0	8
2.7 Hazardous materials	0	0	0	0	0	0	2	0	0	0	2
2.8 Farmlands	0	0	0	0	0	2	0	0	0	0	2
2.9 Historic, archaeological, and cultural resources	0	0	0	2	0	0	4	0	0	0	6
2.10 Section 4(f) resources	0	0	0	0	0	0	2	0	0	0	2
3.0 Proposed Project Purpose and Need	0	2	0	16	2	6	16	0	0	0	46
4.0 Identify Reasonable Alternatives (Including No Action)											
4.1 Description of each alternative	0	2	4	24	8	0	8	32	0	0	78
4.2 Initial alternatives considered	0	0	2	4	4	0	10	16	0	0	36
Applicable laws, regulations, etc	0	0	2	2	2	4	4	0	0	0	14
Concept engineering	0	2	16	8	32	0	0	32	0	0	90
5.0 Affected Environment											
5.1 Prepare location, vicinity, & project layout graphics	0	0	2	6	0	0	4	24	0	0	36
5.2 Prepare existing and future land use and zoning graphics	0	0	0	4	0	0	0	16	0	0	20
5.3 Prepare demographic information	0	0	0	8	0	0	0	10	0	0	18
6.0 Specific Impact Categories											
6.1 Air Quality	0	0	0	1	0	0	0	1	0	0	2
6.2 Coastal Resources	0	0	0	1	0	0	0	0	0	0	1
6.3 Compatible Land Use	0	0	0	6	0	0	6	4	0	0	18
6.4 Construction Impacts	0	0	4	2	32	6	10	2	0	0	56
6.5 Department of Transportation Act, Section 4(f)	0	0	0	0	0	0	4	1	0	0	5
6.6 Farmlands	0	0	0	0	0	0	1	1	0	0	2
6.7 Fish, Wildlife, and Plants	0	0	1	2	0	0	8	1	0	0	12
6.8 Floodplains	0	0	0	1	0	0	1	1	0	0	3
6.9 Hazardous Materials, Pollution Prevention, and Solid Waste	0	0	0	0	0	2	6	2	0	0	10
6.10 Historical, Architectural, Archaeological, and Cultural Resources	0	0	0	2	0	4	5	1	0	0	12
6.11 Light Emissions and Visual Impacts	0	0	0	2	0	2	4	1	0	0	9
6.12 Natural Resources, Energy Supply, and Sustainable Design	0	0	0	2	0	1	2	1	0	0	6
6.13 Noise	0	0	0	2	0	0	0	1	0	0	3
6.14 Secondary/Induced Impacts	0	0	0	2	0	4	4	1	0	0	11
6.15 Socioeconomic Impacts, Environmental Justice, and Children's Environment	0	0	0	1	0	0	5	1	0	0	7
6.16 Water Quality	0	0	0	0	0	2	4	1	0	0	7
6.17 Wetlands	0	0	0	1	0	4	6	1	0	0	14
6.18 Wild and Scenic Rivers	0	0	0	0	0	0	1	1	0	0	2
6.19 Prepare cumulative impacts	0	0	2	2	4	4	20	6	0	0	40
7.0 Alternatives Evaluation											
7.1 Summary of potential environmental impacts	0	2	2	4	4	8	20	8	0	0	48
7.2 Develop evaluation criteria	0	2	2	4	4	4	2	0	0	0	18
7.3 Prepare evaluation matrix	0	0	3	4	0	1	8	0	0	0	16

7.4 Complete evaluation matrix and rank alternatives	0	0	3	6	0	5	0	0	0	14
7.5 Identify the preferred alternative for each project	0	0	3	4	0	2	2	2	0	13
8.0 Prepare and Circulate Draft EA Technical Report	0	0	6	32	0	16	18	16	0	88
9.0 Respond to Comments & Prepare Final EA	0	2	8	16	10	24	12	12	0	60
10.0 Public Participation & Agency Coordination	0	32	32	32	0	40	40	10	0	186
11.0 Project Administration	0	40	26	26	8	0	0	0	0	100
12.0 Quality Assurance Reviews	2	18	24	0	0	20	6	0	0	70
13.0 Documentation	0	2	8	16	8	0	10	8	0	52
14.0 AGIS Submission to Remove Night Restriction to RW26	0	2	2	8	2	0	0	32	0	46
Total Hours	4	122	180	281	120	211	302	259	0	1479
Hourly Rate	\$ 66.23	\$ 60.00	\$ 48.69	\$ 25.00	\$ 30.21	\$ 80.55	\$ 59.67	\$ 30.60	\$ 20.00	
Direct Labor Cost	\$ 267.00	\$ 7,320.00	\$ 8,754.20	\$ 7,025.00	\$ 3,625.20	\$ 16,896.00	\$ 18,010.34	\$ 7,925.80		\$ 70,072.11

SUBCONSULTANTS	
Normadeau	\$15,990.00
IAC (Phase IA Archaeological Investigation)	\$2,222.00
<hr/>	
TOTAL SUBCONSULTANTS	\$18,212.00
EXPENSES	
Mileage (108 miles round trip @ 24 trips @ \$0.54/mile)	\$1,400.00
<hr/>	
Miscellaneous	\$1,000.00
Printing, Postage, and Reproduction (12 copies at \$300 ea)	\$3,600.00
TOTAL EXPENSES	\$6,000.00

TOTAL DIRECT LABOR COST	\$ 70,072.11
OVERHEAD @ 109.46%	\$76,702.03
TOTAL LABOR COST	\$ 146,775.14
FIXED FEE @ 10%	\$14,677.51
SUBCONSULTANTS	\$18,212.00
EXPENSES	\$6,000.00
TOTAL	\$ 185,664.65

ATTACHMENT B

**PROPOSED TREE CLEARING AND AVIGATION EASEMENT
DRAWINGS**



- Legend**
- Existing hazard beacons
 - RW26 ROW5 TSS Penetrations
 - RWY08 WXY Penetrations
 - RWY08 ROW 7 TSS Penetrations
 - Hazard beacon, 1500' buffer
 - Proposed tree clearing area
 - Airport Property Line
 - Aviation Easements

NOTES:

- (1) POINTS ANALYZED ARE FROM LCI 2014 MASTER PLAN, OBSTRUCTIONS FLIGHT FROM 2010;
- (2) RWY08 END ELEVATION = 545' (FT).
- (4) RWY08 TSS SURFACE DRAWN IN ACCORDANCE WITH AC 1506.500-13A, TABLE 3.2, ROW 7, INNER PORTION OF SURFACE BEGINS 100FT FROM 10' THRESHOLD, INNER WIDTH = 800FT, OUTER WIDTH = 800FT, LENGTH = 10,000FT, SLOPE 3:1.
- (5) RWY08 WXY TERPS OCS SURFACE DRAWN IN ACCORDANCE WITH FAA ORDER 8260.3B, CHG 18, FIGURE 3-1, PRECISION OBSTACLE CLEARANCE AREAS, INNER PORTION OF SURFACE BEGINS 300FT FROM RWY THRESHOLD, INNER WIDTH = 2000FT, OUTER WIDTH = 17,132FT, LENGTH = 50,000FT.
- (6) RWY08 ROW 7 TSS SURFACE BEGINS 300FT FROM RWY THRESHOLD, INNER WIDTH = 2000FT, OUTER WIDTH = 17,132FT, LENGTH = 50,000FT.
- (7) RWY08 WXY TERPS SURFACE BEGINS 300FT FROM RWY THRESHOLD, INNER WIDTH = 800FT, OUTER WIDTH = 800FT, LENGTH = 10,000FT, SLOPE 3:1.
- (8) SURFACE APPLIES TO INSTRUMENT TRAINING EXCEPT TO SUPPORT INSTRUMENT NIGHT OPERATIONS SERVING GREATER THAN APPROACH CATEGORY B AIRCRAFT.
- (9) ASSUMES ON-AIRPORT OBSTRUCTION CLEARING IS DONE TO FAR PART 77 STAIRWAYS AND OFF-AIRPORT OBSTRUCTION CLEARING IS DONE TO THE MOST RESTRICTIVE TERPS SURFACE.



JACOBS
Laconia Municipal Airport
Aviation Easement
&
Obstruction Removal
 Laconia, NH
 DATE: 10/14/2016 12:20:16

Attachment B