



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Assistant Commissioner

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

Bureau of Aeronautics
December 16, 2021

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the Laconia Airport Authority (Vendor Code 156889), SBG-09-15-2020 to complete obstruction removal on-airport and on airport-controlled properties, to conduct an airport obstruction analysis and to update the Stormwater Pollution Prevention Plan (SWPPP) at the Laconia Municipal Airport, Gilford, NH. State and Federal participation in the amount of \$618,558.18 is effective upon Governor and Council approval through July 16, 2024. 94.92% Federal Funds, 5.08% General Funds.

Funding is available as follows:	<u>FY 2022</u>
04-96-96-960030-1335	
FAA Projects	
034-500157 Land Improvements	\$585,000.00
04-96-96-960030-1335	
FAA Projects	
034-500157 Land Improvements	\$31,441.82
04-96-96-964010-2021	
FAA CARES Act Funding	
072-509073 Grants Federal	<u>\$ 2,116.36</u>
Total	\$618,558.18

A portion of the funds, \$585,000.00, 90% of the cost for this airport development project was budgeted in the Capital Budget, HB 25 2019, 146:1 XVI-A. An additional FAA share of \$2,116.36 (0.32%) is also being provided from the remaining funds available from the CARES Act. There were not enough CARES Act funds to fund the full State and Local share (10%) for this project.

EXPLANATION

Three FAA State Block Grants were awarded, from which \$585,000.00 (90% of the project cost) and \$2,116.36 (0.32% of the project cost from the Federal CARES Act) are proposed for this airport development project (SBG-09-15-2020 copy attached) to complete obstruction removal on-airport and on airport-controlled properties, to conduct an airport obstruction analysis and to update the Stormwater Pollution Prevention Plan (SWPPP) at the Laconia Municipal Airport, Gilford, NH.

Funds are allocated for this project from the following FAA State Block grants:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-27-2018	\$2,166,377.00
3-33-SBGP-30-2019	\$2,105,194.00
3-33-SBGP-31-2020	\$2,333,292.00

This grant will fund the following work items for this project:

- Identify obstructions to the runway approaches and acquire new mapping of these obstructions;
- Wetland Delineations for Runway 8/26 and off airport;
- Assessment of on airport property obstructions;
- Wetland and Shoreland Permitting;
- Obtaining an Environmental Protection Act (EPS) Multi-Sector General Permit.

The project was placed out to bid and two bids were received. SK McDonald Company LLC submitted the lowest qualified bid (bid tabulation attached).

The project breakdown is as follows:

Sponsor Administration	\$ 2,896.00
Preliminary Expense (Wetland/Shoreland Protection Fees)	\$ 74,555.00
Engineering Fees (Jacobs Engineering, Inc./Design and Permitting)	\$ 82,161.00
Other Engineering Fees (LIDAR Survey/wetland delineations/obstruction location, Aeronautical Study etc.)	\$ 105,035.00
Resident Engineering (Jacobs Engineering, Inc.)	\$ 59,027.00
Construction (SK McDonald Company, LLC) Base Bid plus Add. Alt. 1-3	<u>\$ 326,326.00</u>
Total Project Cost	\$ 650,000.00

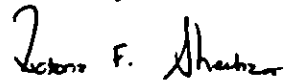
The Department of Transportation proposes to accept the Federal funds for this project as a pass through to the Laconia Airport Authority in accordance with RSA 422:15. State participation in the amount of \$31,441.82 (4.84% of this project) is also requested. The Laconia Airport Authority will participate in the amount of \$31,441.82 (4.84% of this project). The total cost for this project is \$650,000.00.

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

In 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.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is fluid and cursive, with the first name "Victoria" being the most prominent part.

Victoria F. Sheehan
Commissioner

VFS/tls
Attachments

Jacobs

Jacobs No: E2X73707
 SBG No: SBG-09-15-2020
 Subject: Tabulation of Bid Values
 Date/Time: 1/21/21 @ 2:00 PM
 Airport: Laconia Municipal Airport
 Project: Obstruction Removal - Phase I

Prepared by M. Bennett
 Reviewed by J. Gorham

				SK McDonald Company LLC		NE Earth Mechanics, Inc.		Engineer's Estimate	
ITEM NO.	DESCRIPTION	BID QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Base Bid	G-001-3 Haul Route	1	LS	\$52,000.00	\$ 52,000.00	\$145,000.00	\$ 145,000.00	\$7,500.00	\$ 7,500.00
	G-001-4 Construction Fencing	225	LF	\$5.00	\$ 1,125.00	\$5.00	\$ 1,125.00	\$1.00	\$ 225.00
	M-003-1 Survey (Base Bid)	1	LS	\$21,500.00	\$ 21,500.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
	C-102-1 Construction Entrance	4	EA	\$1,500.00	\$ 6,000.00	\$8,000.00	\$ 24,000.00	\$2,000.00	\$ 8,000.00
	C-102-2 Installation and Removal of Silt Fence	1,600	LF	\$5.00	\$ 8,000.00	\$5.00	\$ 8,000.00	\$2.00	\$ 3,200.00
	C-102-3 Installation and Removal of Straw Wattles	3,300	LF	\$5.50	\$ 18,150.00	\$5.00	\$ 16,500.00	\$1.50	\$ 4,950.00
	C-105-1 Mobilization	1	LS	\$20,000.00	\$ 20,000.00	\$45,000.00	\$ 45,000.00	\$33,585.00	\$ 33,585.00
	P-151-1 Clearing Only	2.80	AC	\$6,500.00	\$ 18,900.00	\$8,000.00	\$ 20,800.00	\$10,000.00	\$ 28,000.00
	P-151-2 Clearing & Stump Grinding	4.85	AC	\$8,500.00	\$ 41,225.00	\$12,000.00	\$ 58,200.00	\$11,000.00	\$ 53,350.00
	P-151-3 Clearing & Grubbing	0.50	AC	\$8,000.00	\$ 4,000.00	\$16,000.00	\$ 8,000.00	\$13,000.00	\$ 6,500.00
	P-151-4 Select Tree Removal	35	EA	\$500.00	\$ 17,500.00	\$800.00	\$ 21,000.00	\$2,000.00	\$ 70,000.00
	P-151-5 Retained Timber Allowance	1	AL	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00
	T-901-1 Seeding	0.50	AC	\$5,000.00	\$ 2,500.00	\$5,000.00	\$ 2,500.00	\$2,500.00	\$ 1,250.00
	T-901-2 Wetland Seeding	1.00	AC	\$5,000.00	\$ 5,000.00	\$8,500.00	\$ 8,500.00	\$3,000.00	\$ 3,000.00
	T-905-1 Topsoiling	300	CY	\$50.00	\$ 15,000.00	\$50.00	\$ 15,000.00	\$2.00	\$ 600.00
	T-906-1 Shrub Planting and Care - Speckled Alder (<i>Alnus Incana</i>)	60	EA	\$60.00	\$ 3,600.00	\$50.00	\$ 3,000.00	\$50.00	\$ 3,000.00
	T-906-2 Shrub Planting and Care - Highbush Blueberry (<i>Vaccinium Corymbosum</i>)	40	EA	\$60.00	\$ 2,400.00	\$50.00	\$ 2,000.00	\$50.00	\$ 2,000.00
	T-906-3 Shrub Planting and Care - Northern Arrowwood (<i>Viburnum Dentatum</i>)	60	EA	\$60.00	\$ 3,600.00	\$50.00	\$ 3,000.00	\$50.00	\$ 3,000.00
					\$ 253,500.00		\$ 404,825.00		\$ 251,180.00
Additive Alternate #1	G-001-3 Haul Route	1	LS	\$1.00	\$ 1.00	\$3,000.00	\$ 3,000.00	\$2,500.00	\$ 2,500.00
	M-003-2 Survey (Add Alt #1)	1	LS	\$2,500.00	\$ 2,500.00	\$1,500.00	\$ 1,500.00	\$5,000.00	\$ 5,000.00
	C-102-1 Construction Entrance	1	EA	\$1,500.00	\$ 1,500.00	\$8,000.00	\$ 8,000.00	\$2,000.00	\$ 2,000.00
	C-102-2 Installation and Removal of Silt Fence	700	LF	\$5.00	\$ 3,500.00	\$5.00	\$ 3,500.00	\$2.00	\$ 1,400.00
	C-102-3 Installation and Removal of Straw Wattles	850	LF	\$5.50	\$ 4,675.00	\$5.00	\$ 4,250.00	\$1.50	\$ 1,275.00
	P-151-1 Clearing Only	2.35	AC	\$3,000.00	\$ 7,050.00	\$4,000.00	\$ 9,400.00	\$10,000.00	\$ 23,500.00
	P-151-4 Select Tree Removal	4.00	EA	\$200.00	\$ 800.00	\$200.00	\$ 800.00	\$2,000.00	\$ 8,000.00
					\$ 20,026.00		\$ 28,450.00		\$ 43,675.00
Additive Alternate #2	M-003-3 Survey (Add Alt #2)	1	LS	\$2,000.00	\$ 2,000.00	\$3,000.00	\$ 3,000.00	\$5,000.00	\$ 5,000.00
	C-102-2 Installation and Removal of Silt Fence	250	LF	\$5.00	\$ 1,250.00	\$5.00	\$ 1,250.00	\$2.00	\$ 500.00
	P-151-1 Clearing Only	0.10	AC	\$30,000.00	\$ 3,000.00	\$30,000.00	\$ 3,000.00	\$10,000.00	\$ 1,000.00
	P-151-2 Clearing & Stump Grinding	0.15	AC	\$47,000.00	\$ 7,050.00	\$35,000.00	\$ 5,250.00	\$11,000.00	\$ 1,650.00
					\$ 13,300.00		\$ 12,500.00		\$ 8,150.00
Additive Alternate #3	G-001-1 Safety and Phasing	1	LS	\$4,000.00	\$ 4,000.00	\$1,000.00	\$ 1,000.00	\$10,000.00	\$ 10,000.00
	G-001-2 Contractor's Safety Plan Compliance Document	1	LS	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$10,000.00	\$ 10,000.00
	G-001-4 Construction Fencing	600	LF	\$5.00	\$ 3,000.00	\$5.00	\$ 3,000.00	\$1.00	\$ 600.00
	C-102-2 Installation and Removal of Silt Fence	1,800	LF	\$5.00	\$ 9,000.00	\$5.00	\$ 9,000.00	\$2.00	\$ 3,600.00
	P-151-1 Clearing Only	1.75	AC	\$4,500.00	\$ 7,875.00	\$5,000.00	\$ 8,750.00	\$10,000.00	\$ 17,500.00
	P-151-2 Clearing & Stump Grinding	2.25	AC	\$6,500.00	\$ 14,625.00	\$8,000.00	\$ 18,000.00	\$11,000.00	\$ 24,750.00
					\$ 39,500.00		\$ 40,750.00		\$ 68,450.00
Total (Base Bid, Additive Alternate #1, Additive Alternate #2, Additive Alternate #3)					\$ 328,326.00		\$ 486,325.00		\$ 369,435.00



U.S. Department
of Transportation
Federal Aviation
Administration

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

Date of Offer	JUN 12 2018
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-027-2018
DUNS Number	808591697
TO: State of New Hampshire (herein called the "State")	
FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")	

WHEREAS, the State has submitted a Block Grant Application dated April 30, 2018 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

13. State Apportionment:

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

14. Trafficking In Persons:

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

15. Ban on Texting While Driving:

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

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

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

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

2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. State Reporting of Subrecipient Executive Total Compensation.

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

D. Exemptions

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

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

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

23. **Buy American Requirement**.

- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Gail Lattrell

(Typed Name)

Deputy Director, Airports Division

(Title)

PART II – ACCEPTANCE

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

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

Executed this 15th day of JUNE, 2018.

State of New Hampshire

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

PATRICK C. HERLIHY

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

Title:

DIRECTOR, DIVISION OF AERONAUTICS, RAIL & TRANSIT

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

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

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

By:

Allison B. Greenstein

(Signature of Sponsor's Attorney)

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	JUN 12 2019
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-030-2019
DUNS Number	808591697

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

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

WHEREAS, the State has submitted a Block Grant Application dated April 30, 2019 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition), and 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 \$ 2,105,194.

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

CONDITIONS

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

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

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

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.
2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (4/18/2019).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge Indirect costs under this award by applying the Indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Completing the Project without Delay and In Conformance with Requirements. The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before July 19, 2019 or such subsequent date as may be prescribed in writing by the FAA.
9. Improper Use of Federal Funds. The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. Required Federal Provisions. The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. Nonprimary Entitlement Funds. \$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

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

589, Dean Memorial Airport, North Haverhill, NH, \$150,000

13. State Apportionment:

\$755,194 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons:

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

15. Ban on Texting While Driving:

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

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

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

- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 - 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 - 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.

20. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**21. Reporting Subgrants and Executive Compensation.**

- A. State Reporting Requirements of Subgrants.
 - 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 - 2. The State must report each subgrant to <http://www.fsrc.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.fsrc.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.
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 - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
25. **Employee Protection from Reprisal.**
 - A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
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 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

- E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
 - F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
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- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."
27. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

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)

Ms. Gall Lattrell
(Typed Name)

Deputy Director, Airports Division
(Title)

PART II – ACCEPTANCE

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

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

Executed this 19th day of June, 2019.

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 Aeronautics, Rail & Transit

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

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

Dated at Concord, NH (location) this 28th day of June, 2019.

By:

Allison B. Greenstein

(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

Federal Award Offer Date	July 17, 2020
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-031-2020
Unique Entity Identifier	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 22, 2020, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act"); The Block Grant Application is included as part of this Grant Agreement;

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

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated February 2020, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition), and 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 \$2,333,292.

Assistance Listings Number (Formerly CFDA Number): 20-106

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

CONDITIONS

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

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

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

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

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (4/19/2018).

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

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

5. Determining the Final Federal Share of Costs: The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. Completing the Project without Delay and in Conformance with Requirements: The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. Amendments or Withdrawals before Grant Acceptance: The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. Offer Expiration Date: This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before August 17, 2020 or such subsequent date as may be prescribed in writing by the FAA.
9. Improper Use of Federal Funds: The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. United States Not Liable for Damage or Injury: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. Required Federal Provisions: The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. Nonprimary Entitlement Funds: \$1,350,000 of the total maximum obligation identified on Page Two of this Grant Offer are nonprimary entitlement funds. The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

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

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

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

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

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

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

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

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

SB9, Dean Memorial Airport, North Haverhill, NH, \$150,000

13. State Apportionment.

\$749,963 of the total maximum obligation identified on Page Two of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons.

A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—

1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
2. Procure a commercial sex act during the period of time that this award is in effect; or
3. Use forced labor in the performance of this award or subawards under this award.

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

1. Is determined to have violated a prohibition in paragraph A of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.

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

D. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to us under this award.

E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

15. Ban on Texting While Driving.

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

16. Runway Safety Area Determination. The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8: "Runway Safety Area Program".**17. Audits for Public Sponsors.**

- A. Provide for an audit in accordance with 2 CFR § 200.501.
- B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
- C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.

18. Suspension or Debarment. The State must:

- A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debar a contractor, person or entity.
- B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

- c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR 5.180.330 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.
20. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. Reporting Subgrants and Executive Compensation.
- A. State Reporting Requirements of Subgrants:
 - 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 - 2. The State must report each subgrant to <http://www.fsrs.gov>.
 - 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 - 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
 - B. State Reporting Total Compensation of State Executives:
 - 1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;

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

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

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

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

23. Buy American Requirement.

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

24. Small Airport Fund. This grant includes funding from the Small Airport Fund.

25. Employee Protection from Retaliation.

A. Prohibition of Retaliation—

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a retaliation for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency;

B. Submission of Complaint—A person who believes that they have been subjected to a retaliation prohibited by paragraph A of this grant term may submit a complaint regarding the retaliation to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

C. Time Limitation for Submittal of a Complaint—A complaint may not be brought under this subsection more than three years after the date on which the alleged retaliation took place.

- D: Required Actions of the Inspector General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - E: Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
 - F: The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
26. Land Acquisition: The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.
- A: "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."
27. 2018 FAA Reauthorization: This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

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

Gail Lattrell
Gail Lattrell (Jul 17, 2020 11:18 EDT)

(Signature)

Gail Lattrell

(Typed Name)

Director, Airports Division

(Title)

3-33-SBGP-031-2020

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.

Dated: July 17, 2020

State of New Hampshire

(Name of Sponsor)

Patrick C. Herlihy

Patrick C. Herlihy (Jul 17, 2020 13:24 EDT)

(Signature of Sponsor's Authorized Official)

By: Patrick C. Herlihy

(Typed Name of Sponsor's Authorized Official)

Title: Director of Aeronautics, Rail and Transit

(Title of Sponsor's Authorized Official)

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 STATE'S ATTORNEY

I, Allison B. Greenstein, acting as Attorney for the Sponsor do hereby certify:

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 July 17, 2020

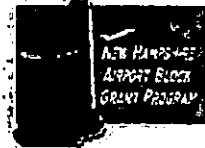
By:

Allison B. Greenstein
Allison B. Greenstein (Jul 17, 2020 14:07 EDT)

(Signature of Sponsor's Attorney)



U.S. Department
of Transportation
Federal Aviation
Administration



GRANT AGREEMENT

PART I – OFFER

Date of Offer July 23, 2021

Airport/Planning Area Laconia Municipal Airport

State Block Grant Number SBG 09-15-2020

DUNS Number 86-856-4748

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

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated February 15, 2021, 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:

Obstruction removal of on-airport and on-airport-controlled properties (approx. 14.6± acres); Conduct airport obstruction analysis; Update Stormwater Pollution Prevention Plan

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, the applicable provisions of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Public Law 116-136; 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 approximately 95.16 percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

Assistance Listings Number (formerly CFDA Number): 20-106

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 \$618,558.18.

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

\$0.00 for planning

\$618,558.18 for airport development or noise program implementation

\$0.00 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is July 16, 2024.

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 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 United States Secretary of Transportation (herein called 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 shares 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 Secretary and the State. Per 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from performing the project that exceeds three (3) months. The report must include a reason for the project stoppage. 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 August 27, 2021, 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.** The United States and the State are 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. **Required Federal Provisions.** The Sponsor agrees to incorporate all required federal contract provisions that apply to this Project.
12. **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. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, non-profit, or government entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
13. **Electronic Grant Payment(s).** Unless otherwise directed by the State, the State will make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees utilizing data provided by the Sponsor on forms acceptable to the State.
14. **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.

15. **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.
16. **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.
17. **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.
18. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. §47108(b), as amended, the maximum obligation of the United States and State, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for planning projects;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
19. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or project-specific audit in accordance with 2 CFR § 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the State.
20. **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 debars a contractor, person, or entity.

21. 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.

22. Trafficking in Persons.

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

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 24, 2017, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. Small Airport Fund. This grant includes funding from the Small Airport Fund.

25. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

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

26. 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.

27. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment, which was

done on February 28, 2020. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA and the State shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent that there is a conflict between the assurances and the Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

28. 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.

29. 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.

30. 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.

31. 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:

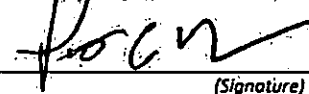
- A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. The policies described in this section shall be the standard form employed in the State of New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

32. 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.

33. Obstruction Removal: The Sponsor agrees to clear Parcels 238, 242, 243, 244, 239, 249, 10/217, 13/101, 401, 219, 221B, 217A/217B, and 1, as shown on Exhibit "A" Property Map, of vegetative obstructions prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport, except those required for aids to air navigation or those which have been specifically approved by the FAA and State.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Offer.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION


(Signature)


Patrick C. Herlihy
Director
Aeronautics, Rail and Transit

(Typed Name)

(Title of NHDOT Official)

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

Dated: 12/21/2021

By: 
Assistant Attorney General

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

Dated:

By:

Secretary of State

Attest:

(Title)

PART II - ACCEPTANCE

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

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

Executed this 24th day of August, 2021.

City of Lacrosse, WI/Lacrosse Airport Authority
(Name of Sponsor)


(Signature of Sponsor's Authorized Official)

By: Andrew J. Hosmer
(Typed Name of Sponsor's Authorized Official)

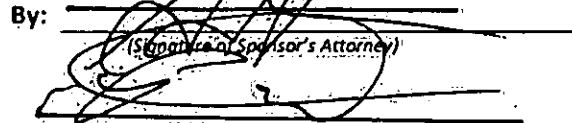
Title: Mayor/Chairman
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Lacrosse (location) this 24th day of August, 2021.

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, Cheryl Hebert, do hereby certify that I am the City Clerk of the City of Laconia, a municipality in the State of New Hampshire, county of Belknap, in the United States of America. I do further certify that Andrew Hosmer, is Mayor of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality any acts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the City of Laconia on the following date: August 23, 2021.

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 24th day of August 2021.

Cheryl Hebert
Signature

City Clerk.

Title of Signatory

SEAL

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the State of New Hampshire, county of Belknap, upon this date August 24, 2021, appeared before me Stacy Anders, the above signed officer personally appeared Cheryl Hebert of the City of Laconia, New Hampshire, and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the City of Laconia, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Stacy A Anders
Signature of Notary or Justice of the Peace

Stacy Anders, Notary Public

Name of Notary or Justice of the Peace

March 3, 2026
Date of Expiration of Commission

SEAL

CHUBB

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

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

November 24, 2021

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

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

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

DESCRIPTIVE SCHEDULE

Named Insured: Laconia Airport Authority and the City of Laconia
Address: 65 Aviation Drive, Gilford, New Hampshire 03249
Policy Number: AAP N00975655 013
Policy period: From: March 5, 2020 To: March 5, 2023 (both dates at 12:01 am LST)
Location:
Type: Airport Owners and Operators Liability Insurance
Limits of Insurance: Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined \$10,000,000 each occurrence/offense, subject to the following limitations:

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

Aggregate limits shown may have been reduced by paid claims.

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

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

CHUBB

November 24, 2021

ACE PROPERTY & CASUALTY INSURANCE COMPANY

CERTIFICATE OF INSURANCE (PAGE 2 OF 2)

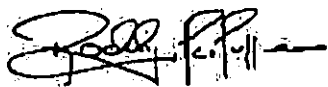
This certificate is issued at the request of the following Certificate Holder:

State of New Hampshire, Department of Transportation

P.O. Box 483

Concord, New Hampshire 03302-0483

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverages afforded by the policy described above. We have made provision to provide you 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 Nuclear Risks Exclusion Clause in the policy.

By 
Roddy McMullen
(Authorized representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2021

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

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

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

COVERAGES CERTIFICATE NUMBER: 63861822 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:			HDO C72493503	07/01/21	07/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG: \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25545631	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A. ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C67817540 (AOS) SCF C6781762A (WI) WCO C67817588 (OH)*	07/01/21 07/01/21 07/01/21	07/01/22 07/01/22 07/01/22	<input checked="" type="checkbox"/> PER <input type="checkbox"/> 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: Ken Shackleton. RE: 2015 On-Call Professional Services Agreement. SECTOR: Public. 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

Logan Airport Authority
65 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
11/29/2021

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

*\$2,000,000 SIR FOR STATE OF: OHIO

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

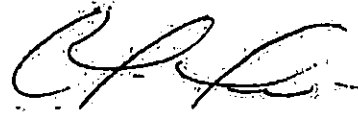
Named Insured: Jacobs Engineering Group Inc.			Endorsement Number 74
Policy Symbol HDO	Policy Number G72493503	Policy Period 07/01/2021 To 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, appearing to be 'CPL' or similar, written over a horizontal line.

Authorized Representative

NOTICE TO OTHERS-ENDORSEMENT – SCHEDULE – EMAIL ONLY

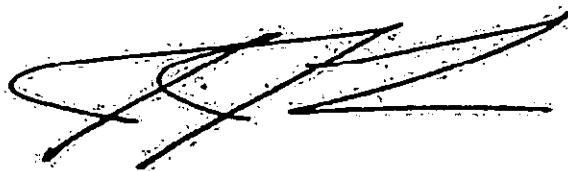
Named Insured Jacobs Engineering Group Inc.			Endorsement Number 44
Policy Symbol ISA	Policy Number H25545631	Policy Period 07/01/2021 To 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 2100 LOS ANGELES CA 90017	Endorsement Number
Policy Period 07-01-2021 TO 07-01-2022	Policy Number Symbol: WLR Number: C67817540
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 07-01-2021
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

**Laconia Municipal Airport
Gilford, NH**

**Remove Obstructions -- Phase I Controlled Properties On and Off Airport
Aeronautical Study to Identify Hazards
Update Airport's EPA Multi-sector General Permit**

SBC-09-15-2020

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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FAA Form 5100-100 Part IV Supplemental Narrative

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Appendix 3 - Organizational Chart

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Appendix 5 - Sponsor's Administrative Costs

Appendix 6 - Permit Fees

Appendix 7 - Construction Costs

Application for Federal Assistance SF-424

1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		3. If Revision, select appropriate letter(s): <input type="text"/> Other (Specify): <input type="text"/>
3. Date Received: 02/15/2021		4. Applicant Identifier: <input type="text"/>		
5a. Federal Entry Identifier: <input type="text"/>		5b. Federal Award Identifier: NH 88G-09-15-2020		
State Use Only:				
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>		
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:		55 Aviation Drive		
Street2:		<input type="text"/>		
City:		Gilford		
County/Parish:		Belknap		
State:		NH: New Hampshire		
Province:		<input type="text"/>		
Country:		USA: UNITED STATES		
Zip / Postal Code:		03249-6808		
e. Organizational Unit:				
Department Name:		Division Name:		
<input type="text"/>		<input type="text"/>		
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix:	Mr.	First Name:	Harv	
Middle Name:	<input type="text"/>			
Last Name:	Everson			
Suffix:	<input type="text"/>			
Title:	Airport Manager			
Organizational Affiliation:				
Laconia Municipal Airport				
Telephone Number:	603-524-5003	Fax Number:	503-528-0428	
Email:	harv.everson@laconiaairport.com			

Application for Federal Assistance SF-424

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

City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

20.106

* Title:

Airport Improvement Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Remove Obstructions - Phase I Controlled Properties On and Off Airport Aeronautical Study to Identify Hazards Update Airport's EPA Multi-sector General Permit

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

a. Applicant

b. Program/Project

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

17. Proposed Project:

a. Start Date:

b. End Date:

18. Estimated Funding (\$):

a. Federal	<input type="text" value="585,000.00"/>
b. Applicant	<input type="text" value="32,500.00"/>
c. State	<input type="text" value="32,500.00"/>
d. Local	<input type="text" value="0.00"/>
e. Other	<input type="text" value="0.00"/>
f. Program Income	<input type="text" value="0.00"/>
g. TOTAL	<input type="text" value="650,000.00"/>

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

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: First Name:

Middle Name:


Last Name:

Suffix:

Title:

Telephone Number: Fax Number:

Email:

Signature of Authorized Representative: 

Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
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. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below:	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

None.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes, Airport CIP.

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

Landowners with affected easements and abutters have been notified of project areas.

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

The Laconia Airport Authority has been notified about the project.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Sponsor will comply with applicable air and water quality standards.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor owns fee title or avigation easement, without adverse interests, for all land in the project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable. No land acquisition required.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable. No land acquisition required.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B - CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,896
2. Preliminary expense			74,555
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			82,161
5. Other Architectural engineering fees			105,035
6. Project inspection fees			59,027
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			326,326
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 650,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			650,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 650,000
19. Federal Share requested of Line 18			585,000
20. Grantee share			32,500
21. Other shares			32,500
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 650,000

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Local	32,500
h. TOTAL - Grantee share	\$ 32,500
25. Other Shares	Amount
a. State	32,500
b. Other	
c. TOTAL - Other Shares	\$ 32,500
26. TOTAL NON-FEDERAL FINANCING	\$ 65,000

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Aeronautical Study to Identify Hazards
AIRPORT: Laconia Municipal Airport
1. Objective: The project improves the safety of the aircraft approaches to the airport's runways by removing vegetation and trees that are penetrations to the FAA's operational surfaces as well as identifying any hazards not removed by the clearing project to determine if aviation easements are required. The project will provide an update to the EPA's 2021 Multi-sector General Permit.
2. Benefits Anticipated: Safety of runway approaches and compliance with the EPA Multi-sector General Permit.
3. Approach: (See approved Scope of Work in Final Application) Design, permitting and bidding in 2020/2021; Construction in 2021; EPA permit in 2021.
4. Geographic Location: Gilford, NH
5. If Applicable, Provide Additional Information: See Part IV - Supplemental Program Narrative Statement.
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

Remove Obstructions – Phase I Controlled Properties On and Off Airport
Aeronautical Study to Identify Hazards
Update Airport's EPA Multi-sector General Permit

Laconia Municipal Airport
Gilford, NH

SBG-09-15-2020

GENERAL PROJECT DESCRIPTION

The project will involve the following: 1) Identifying obstructions to approaches and acquire new mapping; 2) Wetland delineation for Runways 08 and 26 on and off airport; 3) Assessment of on airport property obstructions; 4) Wetland and Shoreland Permitting; 5) EPA Multi-sector General Permit.

DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS

ADMINISTRATION EXPENSE:

The grant includes administrative expenses as follows: shipping & legal review (if any) fees and rounding monies added to bring the Federal share to a whole dollar value. The Independent Fee Estimate (IFE) is included. See Appendix 5 for IFE costs.

PRELIMINARY EXPENSE:

Wetlands & shoreland protection application fees as well as the wetland ARM fund is included. See Appendix 6 for the NHDES fees.

ARCHITECTURAL ENGINEERING BASIC FEES:

Fees related to design and permitting are included. See Appendix 4 for the scopes and fees.

OTHER ARCHITECTURAL ENGINEERING BASIC FEES:

Fees related to LIDAR survey, wetland delineations, locating obstructions, bidding, project administration, Aeronautical Study and EPA Multi-sector General permit are included. See Appendix 4.

PROJECT INSPECTION FEES:

Fees related to construction administration, part-time resident engineering and wetland monitoring during construction are included. See Appendix 4.

CONSTRUCTION:

The construction bid tabulation is provided in Appendix 7.

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

Project Sketches – See attached.

Grant Assurances – See Appendix 2.

Sponsor Certification Forms – See Appendix 1.

TOTAL PROJECT COST

The project costs are summarized below:

Administration Expense (IFE & Postage)	\$2,896
Preliminary Expense (NIIDES Wetlands, Shoreland and ARM fund)	\$74,555
Architectural Engineering Basic Fees (Jacobs: Design and Permitting)	\$82,161
Other Architectural Engineering Basic Fees (Jacobs: Data collection, bidding, administration, Aero Study; GM2: MSGP)	\$105,035
Project Inspection Fees (Jacobs: Construction Administration & Resident Engineering; GM2: Construct. Monitoring)	\$59,027
Construction (SK McDonald)	\$326,326
TOTAL	\$650,000

The project funding shall be broken out as described below:

Federal Share (90%)	\$585,000
Sponsor Share (5%)	\$32,500
State Share (5%)	\$32,500
TOTAL	\$650,000

PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)

Design	Summer 2020
Bidding	Fall 2020
Construction	Summer/Winter 2021

Statement on Disadvantaged Business Enterprise (DBE) Status:

The Airport has an anticipated FFY 2021-2023 goal of 5.3%.

Statement on User Coordination:

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

Intergovernmental Review:

For airport improvement projects partially or wholly located outside of the airport's property boundaries, FAA has a requirement for the E.O. 12372 Intergovernmental Review Process. The intergovernmental review was received on September 15, 2020.

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

USF&W Coordination: See attached USF&W coordination letter. Project is partially located on the airport. Project features, tree removal, grinding and stumping, and trimming, will have no effects on threatened and endangered species.

Environmental Status:

FAA Order 1050.1F Sections 5-6.4.e categorically excludes this project. In addition, there are no extraordinary circumstances per paragraph 5-2 for the project.

Exhibit "A" Statement:

The Exhibit A Property Map dated April 24, 2017 and attached to the Grant Application for SBG-09-14-2018 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.



New Hampshire Natural Heritage Bureau

To: Mackenzie Yuen
2937 Washington Str
Apartment 2
Boston, MA 02119

Date: 7/7/2020

From: NH Natural Heritage Bureau

Re: Review by NH Natural Heritage Bureau of request dated 7/7/2020

NHB File ID: NHB20-2023

Applicant: Mackenzie Yuen

Location: Tax Map(s)/Lot(s): 278-241-28, 279-321-9, 279-321-10, 279-241-29, 282-241-2, 282-241-1, 213-023-000, 214-001-000, 214-003-000, 223-540-000
Gilford, Laconia

Project Description: This project includes the removal of existing obstructions within the Threshold Sighting Surface (TSS) on the Runway 8 and Runway 26 ends of Laconia Municipal Airport. The project requires construction operations (clearing, clearing and grind stumps, and clear and grub) both on airport property and for the included tax lot numbers. Clearing-only operations are expected within any wetland boundaries.

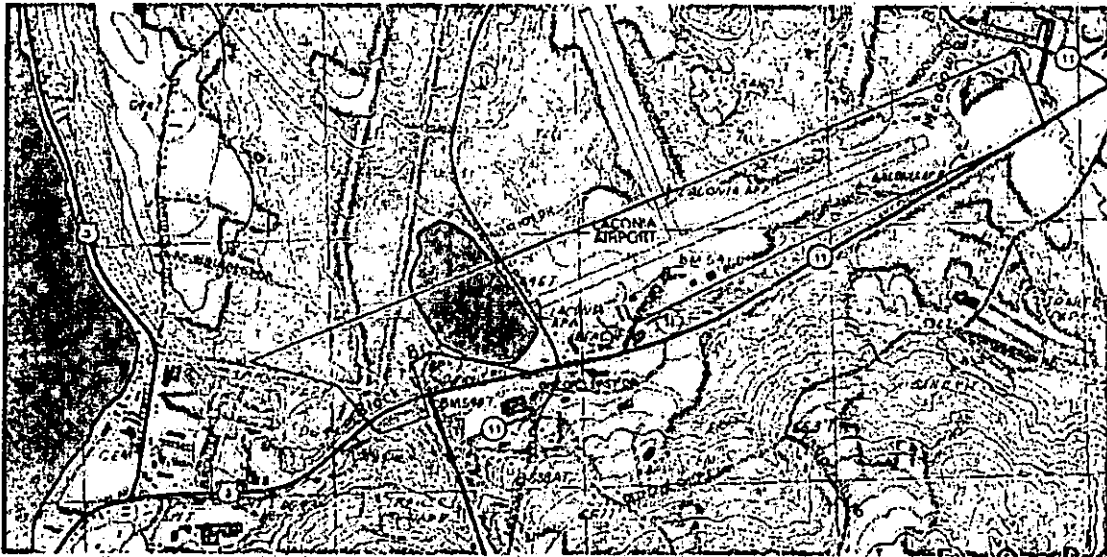
The NH Natural Heritage database has been checked for records of rare species and exemplary natural communities near the area mapped below. The species considered include those listed as Threatened or Endangered by either the state of New Hampshire or the federal government. We currently have no recorded occurrences for sensitive species near this project area.

A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

This report is valid through 7/6/2021.



MAP OF PROJECT BOUNDARIES FOR NHB FILE ID: NHB20-2023



RECEIVED

Please mail 2 copies of BUREAU OF ENVIRONMENTED material to:

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

AUG 17 2020

RECEIVED

BUREAU OF

NH DEPARTMENT
OF TRANSPORTATION

JUL 22 2020

NH DEPT
OF TRANSPORTATION

DHR Use Only	
R&C #	119-18
Log In Date	7/22/20
Response Date	7/30/20
Sent Date	8/13/20

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

RECEIVED

JUL 24 2020

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

GENERAL PROJECT INFORMATION	
DOT Project Name & Number	LCI Obstruction Removal - Phase I (SBG 09-15-2020)
Brief Descriptive Project Title	Remove vegetative obstructions to airport approach surfaces.
Project Location	Laconia Municipal Airport
City/Town	Laconia & Gilford
Lead Federal Agency and Contact (if applicable)	FAA through NHDOT (Carol Niewola, PE, CM) (Agency providing funds, licenses, or permits)
	Permit Type and Permit or Job Reference # SBG 09-15-2020
DOT Environmental Manager (if applicable)	
PROJECT SPONSOR INFORMATION	
Project Sponsor Name	Laconia Airport Authority
Mailing Address	65 Aviation Drive Phone Number 6035245003
City	Gilford State NH Zip 03249 Email marv.everson@laconiaairport.com
CONTACT PERSON TO RECEIVE RESPONSE	
Name/Company	Carol Niewola, PE, CM/NHDOT
Mailing Address	7 Hazen Drive Phone Number 6032711675
City	Concord State NH Zip 03302 Email carol.niewola@dot.nh.gov

This form is updated periodically. Please download the current form at <http://www.nh.gov/nhdhrrreview>. Please refer to the Request for Project Review for Transportation Projects Instructions for direction on completing this form. Submit 2 copies of this project review form for each project for which review is requested. Include 1 self-addressed stamped envelope to expedite review response. Project submissions will not be accepted via facsimile or e-mail. This form is required. Review request form must be complete for review to begin. Incomplete forms will be sent back to the applicant without comment. Please be aware that this form may only initiate consultation. For some projects, additional information will be needed to complete the Section 106 review. All items and supporting documentation submitted with a review request, including photographs and publications, will be retained by the DOT and the DHR as part of its review records. Items to be kept confidential should be clearly identified. For questions regarding the DHR review process and the DHR's role in it, please visit our website at <http://www.nh.gov/nhdhrrreview> or contact the R&C Specialist at Marika Lobash@dnr.nh.gov or 603.271.3558.

PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION

Project Boundaries and Description

- ☒ Attach the Project Mapping indicating the proposed area of potential effects (APE). (See RPR for Transportation Projects Instructions and R&C FAQs for guidance. Note that the APE is subject to approval by lead federal agency and SHPO.)
- ☒ Attach a detailed narrative description of the proposed project.
- ☒ Attach current engineering plans with tax parcel, landscape, and building references, and areas of proposed excavation, if available.
- ☒ Attach photos of the project area/APE with mapped photo key (overview of project location and area adjacent to project location, and specific areas of proposed impacts and disturbances.) (Blank photo logs are available on the DHR website. Informative photo captions can be used in place of a photo log.)
- ☒ A DHR records search must be conducted to identify properties within or adjacent to the APE. Provide records search results via EMMIT or in Table 1. (Blank table forms are available on the DHR website.) EMMIT or in-house records search conducted on 07/03/2020.*

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

Architecture

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

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

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

Archaeology

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

If yes, submit all of the following information:

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

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

AGENCY COMMENT

This Space for DOT and Division of Historical Resources Use Only

Sent to DHR, Authorized DOT Signature: Shirley Charles Date: 7/23/2020

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

Comments: NO ARCHAEOLOGICAL CONCERNS

NO above ground inventory appears necessary per project details location provided

If plans change or resources are discovered in the course of this project, you must contact the Division of Historical Resources as required by federal law and regulation.

Authorized DHR Signature: Laura Blaine Date: July 30, 2020



CHRISTOPHER T. SUNUNU
GOVERNOR

STATE OF NEW HAMPSHIRE

OFFICE OF STRATEGIC INITIATIVES

107 Pleasant Street, Johnson Hall

Concord, NH 03301-3834

Telephone: (603) 271-2155

Fax: (603) 271-2615

DIVISION OF PLANNING

DIVISION OF ENERGY

www.nh.gov/osi

NEW HAMPSHIRE INTERGOVERNMENTAL REVIEW PROCESS

SINGLE POINT OF CONTACT

RESULTS SUMMARY

To: No Federal Contact Provided

From: Wendy Gilman, Procurement & Contract Compliance Officer

Date: September 15, 2020

Applicant: Laconia Municipal Airport

Program/Project: Airport Improvement Program / Remove Obstructions - Phase I - Controlled Properties On and Off Airport
CFDA # 20.106

SAI#: NH200820.191

Copy To: Marv Everson
Airport Manager
Laconia Municipal Airport

RESULTS SUMMARY

This is to confirm that the Intergovernmental Review Process for the stated program / project has been completed. Reviewer response(s) are summarized below. Please refer to the attached copy of the Request for Review for a list of reviewers.

- ☐ Concur.
- ☐ Concurrence only with conditions: Permits required or technical comments attached.
- ☐ Technical comments:
- ☐ Do not concur.
- ☒ No comment or non-receipt: Presumed concurrence.

Authorized Signature


Wendy Gilman, Procurement & Contract Compliance Officer

Appendix 1
Sponsors Certifications

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: FEB. 15, 2021

Andrew Hosmer
Name of Airport Sponsor


Signature of Authorized Official

Mayor, City of Laconia NH
Title of Authorized Official

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

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-15-2020

Description of Work: Remove Obstructions - Phase I Controlled Properties On and Off Airport Aeronautical Study
to Identify Hazards Update Airport's EPA Multi-sector General Permit

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 it 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.

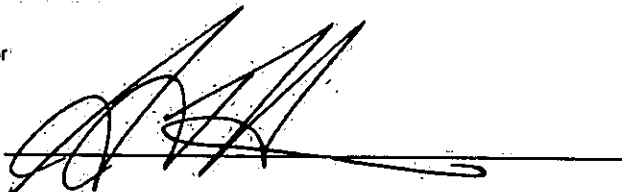
Executed on this 15th day of February, 2021

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor

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.

Submit by Email

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-15-2020

Description of Work: Remove Obstructions – Phase I Controlled Properties On and Off Airport
Aeronautical Study to Identify Hazards, Update Airport's EPA Multi-sector General Permit

Application

49 USC § 47105(d), authorizes the Secretary to require the certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☒ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☐ Yes ☐ No ☒ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☐ Yes ☐ No ☒ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☒ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date: (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☒ N/A

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

Sponsor's Certification

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

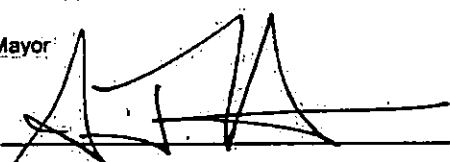
Executed on this 15th day of February, 2021

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor

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.

Submit by Email

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH.SBG-09-15-2020

Description of Work: Remove Obstructions - Phase I Controlled Properties On and Off Airport Aeronautical Study to Identify Hazards Update Airport's EPA Multi-sector General Permit

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, Giltford, NH 03249

Location 2 (if applicable)

Name of Location: Jacobs Engineering Group Inc.

Address: 2 Executive Drive, Bedford, NH 03301

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this 15th day of February, 2021

Name of Sponsor: Laconia Municipal Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:

A handwritten signature in black ink, appearing to read 'Andrew Hosmer', is written over a horizontal line. The signature is stylized with a large 'A' and 'H'.

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.

Submit by Email

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-15-2020

Description of Work: Remove Obstructions – Phase I Controlled Properties On and Off Airport Aeronautical Study to Identify Hazards Update Airport's EPA Multi-sector General Permit

Application

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

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

Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

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

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

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

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this 15th day of February, 2021

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor

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.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION	
Laconia Airport Authority	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Andrew Middle Name:
* Last Name: Hoamer	Suffix:
* Title: Mayor, City of Laconia NH	
* SIGNATURE:	* DATE: 02/15/2021



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-15-2020

Description of Work: Remove Obstructions – Phase I Controlled Properties On and Off Airport Aeronautical Study to Identify Hazards Update Airport's EPA Multi-sector General Permit

Application

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

Certification Statements

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

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

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

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

☐ Yes ☐ No ☒ N/A

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

☐ Yes ☐ No ☒ N/A

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

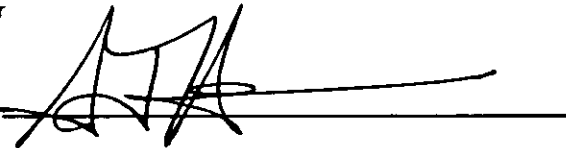
Executed on this 15th day of February, 2021.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor

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.

Submit by Email

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG 09-15-2020

Description of Work: Remove Obstructions – Phase I Controlled Properties On and Off Airport Aeronautical Study to Identify Hazards Update Airport's EPA Multi-sector General Permit

Application

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

Certification Statements

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

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

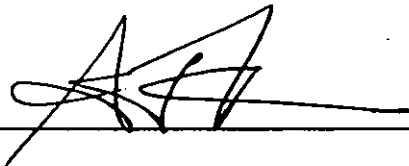
Executed on this 15th day of February, 2021

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor

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.

Submit by Email

Appendix 2

Airport Sponsor's Assurances



**FAA
Airports**

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 Exclusive Rights and 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:

- 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
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- 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 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 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 –Government-wide 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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

- c. Duration.

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

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

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

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

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., 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 2-28-2020, 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

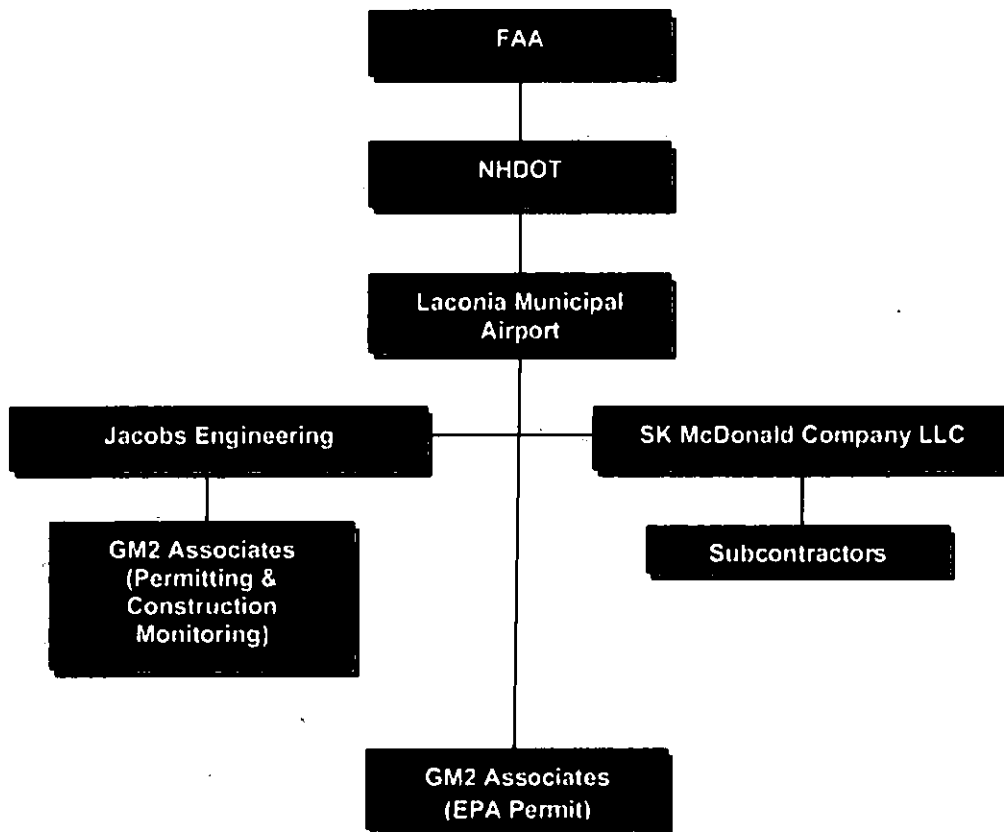
NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Appendix 3
Organizational Chart

Laconia Municipal Airport

Remove Obstructions – Phase I Controlled Properties On and Off Airport
Aeronautical Study to Identify Hazards
Update Airport's EPA Multi-sector General Permit

Grant #SBG-09-15-2020
Project Organizational Chart



Appendix 4
Engineer's Scope and Fee

January 2020

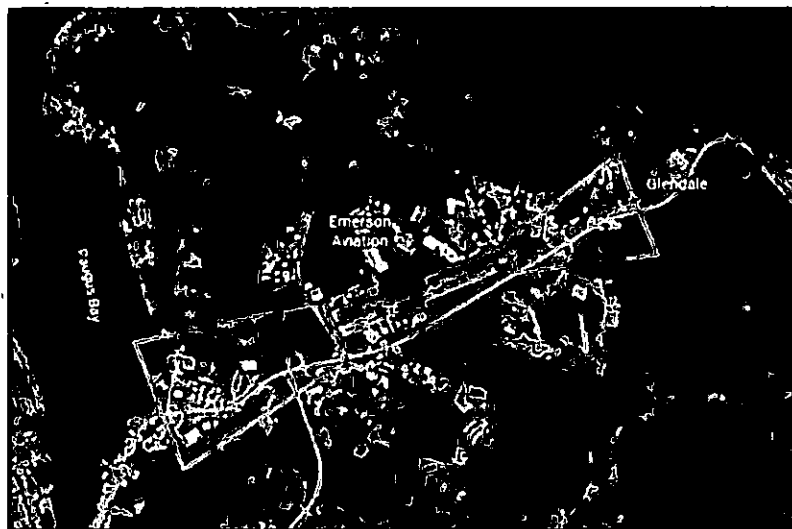
SCOPE OF WORK
for
OBSTRUCTION DATA MAPPING AND ANALYSIS FOR RUNWAYS 8 AND 26
AT
LACONIA MUNICIPAL AIRPORT
NHDOT SBG # 09-15-2020
Part I

GENERAL

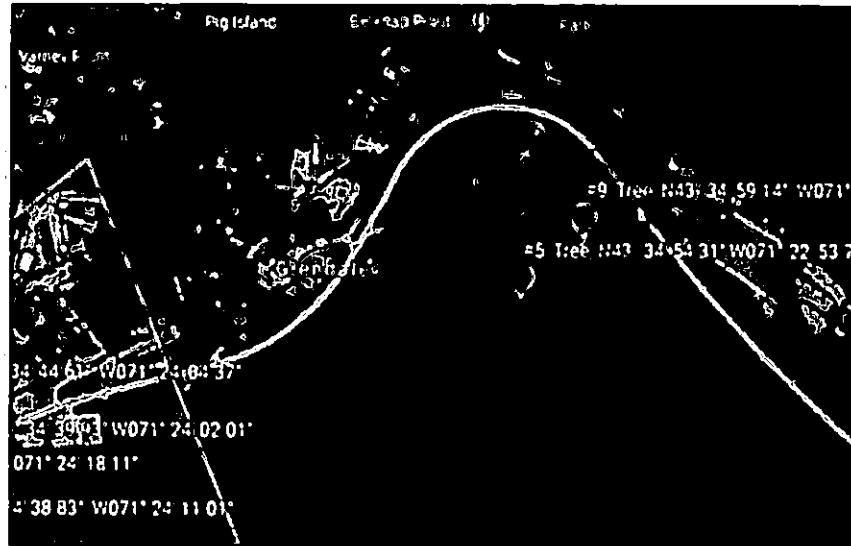
The Laconia Airport Authority, hereinafter referred to as the "Owner", desires to undertake a Project to remove existing obstructions within the TERPs and Threshold Sighting Surface (TSS) on the Runways 8 and 26 ends at Laconia Municipal Airport. To identify the existing obstructions new mapping is required. This scope of work is to acquire new mapping and identify obstructions to the approaches. The data obtained from this scope of work will be used in the follow-on projects to remove obstructions and/or acquire easements on parcels with obstructions off the airport.

Previous obstruction mapping was collected circa 2009 with the Airport's master plan project. The age of the existing mapping necessitates the acquisition of new mapping to accurately identify obstruction to the runway approaches.

The area of data collection is depicted in the figure that follows. It is noted that the areas were selected based on the portion of Terminal Instrument Procedures (TERPS) – Final Segment of the W obstacle clearance surface (OCS) that includes the locations of obstructions identified from the circa 2009 mapping. The 2009 mapping provides an initial indication of where the potential obstructions are located. The 2009 data is used as an overlay to estimate the extents of mapping needed for the project. The full extents (length and X/Y portions of the OCS) of TERPS surfaces outside the locations of the 2009 obstructions is not included in order to minimize the mapping area and related costs. The full extents of these surfaces are much larger than the mapping areas in yellow in the following figure.



In April 2018, the FAA Flight Procedures specialist (S. Reddinger), provided the 9 obstructions impacting the night operations for Runway 26. Seven of these points are within the yellow Runway 26 trapezoid indicated above. Two points are located outside of the Runway 26 mapping trapezoid. These points are circled in red. This scope of work includes mapping these two points to validate the FAA's data and for use, if necessary, in a future easement acquisition/obstruction removal project.



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

ARTICLE A - DATA COLLECTION

1. **NEW AERIAL MAPPING.** The Engineer will hire a subconsultant to perform new aerial mapping. The subconsultant will provide the surveyed ground control and post flight processing of the data into a form the Engineer can utilize to identify the obstructions.

2. **IDENTIFY OBSTRUCTIONS.** The Engineer will review and analyze the new mapping data. Analysis will include overlaying the airport threshold sighting and TERPS surfaces to identify obstructions. A revised obstruction map will be provided with parcel boundaries. Parcels with existing easements will be identified. Copies of the map will be distributed to the Owner and the NHDOT. The obstruction map will be used to create the remaining Engineer's scope of work for the Obstruction Removal project.

END OF PROJECT SCOPE

ATTACHMENTS

- Fee Estimate

for

af

GILFORD, NH

SUMMARY		
ARTICLE A	Data Collection	\$20,381
	TOTAL	\$20,381

ARTICLE A - DATA COLLECTION

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
A.1 New Aerial Mapping		2	2			4
A.2 Identify Obstructions		2	16	4		22
TOTAL HOURS	0	4	18	4	0	26
RATES	\$95.00	\$75.00	\$40.00	\$30.00	\$25.00	
PAYROLL	\$0.00	\$300.00	\$720.00	\$120.00	\$0.00	\$1,140.00

Expenses

Mileage @ \$0.58/mile	\$0
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$0
Total Expenses:	\$0

Subconsultants

	Price
Aerial Mapping - ArgenTech Solutions	\$17,800

PAYROLL	\$1,140
OVERHEAD (103.80%)	\$1,206
TOTAL PAYROLL FEE	\$2,346
PAYROLL PROFIT (10%)	\$235
EXPENSES	\$0
SUBCONSULTANTS	\$17,800

TOTAL FEE: \$20,381

No trips are assumed for this Article



New Hampshire Office
5R Merrill Industrial Drive
Hampton, NH 03842
(603) 944-9005

California Office
18 Technology Drive, Suite 205
Irvine, CA 92618

2 January 2020

John Gorham
Jacobs Engineering
2 Executive Park Drive, Suite 205
Bedford, NH 03110

Subject: Laconia Airport Obstruction Mapping

ARE Corp is pleased to submit the proposal for Drone Mapping and Engineering Support Tasks for Jacobs Engineering. ARE's wide range of expertise and services combined with extensive Unmanned Aerial System (UAS or "Drones") experience under the AirShark brand name makes our organization uniquely qualified to perform the proposed work. ARE consists of a team of professional engineers, inspectors, FAA certified UAS pilots, GIS analysts and remote sensing specialists. Our team is qualified to perform all the tasks associated with this solicitation at the highest quality level. Together, we are a team committed to safety, professionalism, and customer satisfaction.

ARE will plan, coordinate, collect, process and deliver UAS acquired LiDAR data to support the mission for approximately 636-acre of runway approach of Laconia Airport. Detailed scope of work is listed in Attachment A. The location of the project is marked in Attachment B.

A work plan and safety plan will be created prior to the project. A safety briefing will be held and documented at the beginning of each flying day. ARE can share our standard documentation which includes Certifications of Insurance and FAA documentation upon request.

Total estimate is \$17,800.00.

We would be willing to meet on site with the airport manager and stakeholders interested and fly a small section on one of the approach ends (~ 100 acres) very soon, process, and deliver that data (one day field work) if desired. We are willing to do that to highlight our safety, professionalism, and deliverable quality. We look forward to this opportunity to work alongside Jacobs Engineering in this capacity. If you have any questions or would like any additional information, please contact me at 802-233-9330 or jbudreski@are-corp.com. We can hammer out any details and questions on a briefing call.

Respectfully submitted,

Jon Budreski, Primary Contact

ARE Corporation

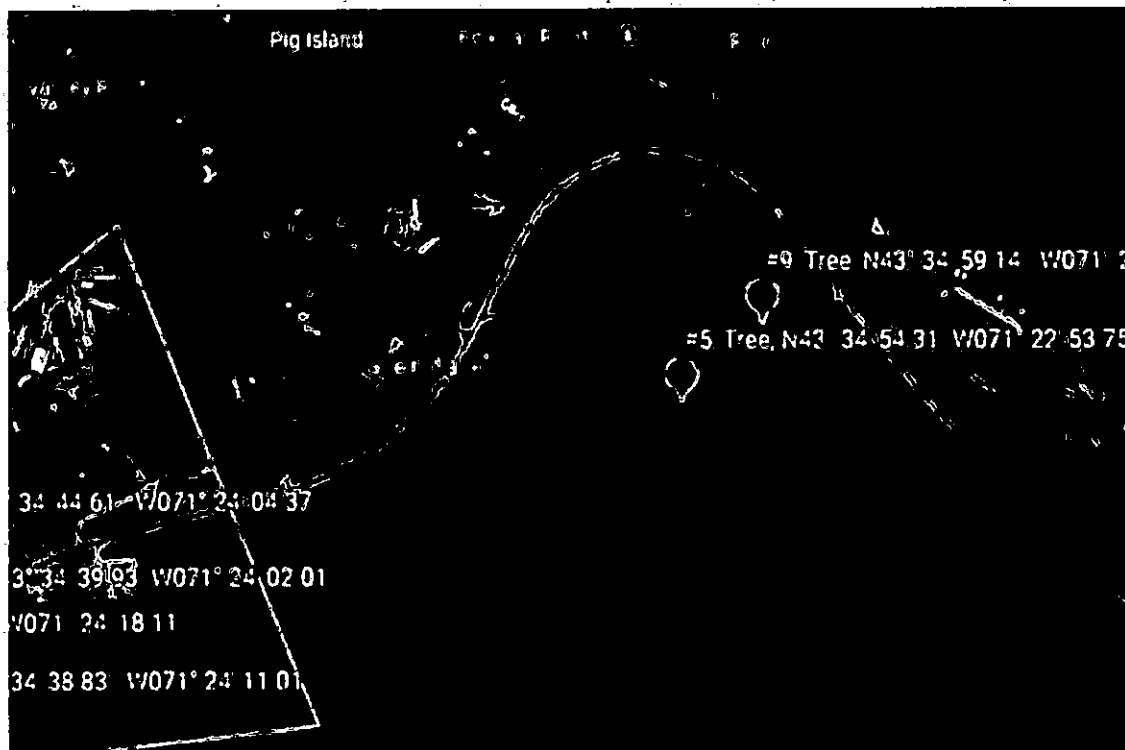
Attachment A: Scope of Work

General Project Description	<i>ARE will plan, coordinate, collect, process and deliver UAS acquired data to support the mission for approximately 636-acres of runway approach at Laconia Airport and a 30-acre additional area. Focus is runway obstruction data collection elevations with terrain also needed in areas where grading may occur. ARE will only fly over existing trees and will not be overflying directly over the large parking lots / shopping centers or any water surfaces.</i>
Size of the Site	<i>636-acre runway approaches and a 30-acre additional area.</i>
Site Survey Control	<i>N/A</i>
Coordinate System	<i>NAD83(NSRS2007) / New Hampshire (ftUS) EPSG:3614 NAVD88 ft Geoid12B</i>
Products Requested	<ol style="list-style-type: none"> <i>1. Ground & Obstructions: classified Point Cloud</i> <i>2. Digital Surface Model</i> <i>3. Contours</i>
Specifications	<ol style="list-style-type: none"> <i>1. Minimum 4 points per sq ft</i> <i>2. 1 ft Resolution</i> <i>3. 2 ft Resolution</i>
Deliverable Format	<ol style="list-style-type: none"> <i>1. .las</i> <i>2. .dxf</i> <i>3. .dxf</i>
Schedule	<i>Pending Weather and Access, Data acquisition NTE past March 30, 2020.</i>
Data Deliver Schedule	<i>Data will be delivered within 6 weeks of data acquisition.</i>
Notes/Special Conditions	<i>LiDAR and LiDAR-derived products will be produced to meet ASPRS 2.5cm Horizontal and 5cm Vertical Accuracy Classes. Several additional launch locations will need to be identified from local, state, and private properties.</i>

Please Initial in box to verify acceptance of Work Scope:

Initial:

Attachment B: Project Location



Additional 30-acre area is listed in the red circle.

May 2020

AMENDMENT NO. 1
SCOPE OF WORK
for
REMOVE OBSTRUCTIONS – PHASE I – ON AND OFF AIRPORT
NHDOT SBG # 09-15-2020
at
LACONIA MUNICIPAL AIRPORT

GENERAL

The Laconia Airport Authority, hereinafter referred to as the "Owner", desires to undertake a Project to remove existing obstructions within the Threshold Sighting Surface (TSS) on the Runway 8 end and the Runway 26 end. These obstructions are all vegetation and are located off airport property. On airport property obstructions within the transitional surface will be removed as a part of this project.

Amendment No. 1 to the contract will delineate the project wetlands. The wetland services are being conducted as a stand-alone project due to the need to delineate the vernal pools in the project area by the end of May 2020. This is based on input from the Natural Resource Agency meeting conducted on May 20, 2020.

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

ARTICLE A – DATA COLLECTION

WETLAND DELINEATION. Wetlands will be delineated based on the attached scope of work from GM2 Associates Inc.

PROPOSED PROJECT SCHEDULE

- Wetland Delineation: May/June 2020

ATTACHMENTS

- GM2 Associates Inc. – 15 May 2020 proposal

END OF PROJECT SCOPE

AMENDMENT NO. 1
FEE ESTIMATE
for
REMOVE OBSTRUCTIONS - PHASE 1 - ON AND OFF AIRPORT
SBG 09-15-2020
at
LACONIA MUNICIPAL AIRPORT
GILFORD, NH

SUMMARY		
ARTICLE A	AMENDMENT NO. 1 - WETLAND DELINEATION	\$22,510
	TOTAL THIS REQUEST	\$22,510

PREVIOUS CONTRACTED AMOUNT: LIDAR SURVEY		\$20,381
REVISED CONTRACT TOTAL		\$42,891

ARTICLE A - DATA COLLECTION

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
A.1.1 Approach Analysis						0
A.1.2 Easement Analysis						0
A.1.3 Review of Existing Data						0
A.1.4 Owner Coordination Documents (8 Parcels)						0
A.1.5 Land Owner Coordination Progress Meetings						0
A.1.6 Abutter Coordination						0
A.1.7 FAA Coordination						0
A.2.1 Archaeology Survey						0
A.2.2 Wetland Survey/Scientist						0
A.2.3 Field Review						0
TOTAL HOURS	0			0	0	0
RATES	\$95.00	\$60.00	\$44.00	\$28.00	\$25.00	
PAYROLL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Expenses

Mileage @ \$0.58/mile	\$0
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$0
Total Expenses:	\$0

PAYROLL	\$0
OVERHEAD (105.80%)	\$0
TOTAL PAYROLL FEE	\$0
PAYROLL PROFIT (10%)	\$0
EXPENSES	\$0
SUBCONSULTANTS	\$22,510

Subconsultants

	Price
Archaeology Survey	
Wetland Survey/Scientist	\$22,510

TOTAL FEE: \$22,510

No trips are assumed for this Article



May 15, 2020

Mr. John Pelletier, P.E.
Project Engineer
Jacobs Engineering Group, Inc.
2 Executive Park Drive, Suite 205
Bedford, NH 03110

RE: Wetland Delineation and Permitting Proposal
Laconia Municipal Airport
Obstruction Removal – Phase 1
Project Number E2X73707

Dear Mr. Pelletier,

GM2 Associates, Inc. (GM2) is pleased to provide this proposal to perform wetland delineation and permitting services for Phase 1 of an Obstruction Removal Project at Laconia Municipal Airport (the Airport). This proposal includes additional project study areas and permitting and therefore replaces a previous proposal sent on May 4, 2020.

It is our understanding that the project will involve tree clearing at multiple locations on and adjacent to the Airport. In upland (non-wetland) areas, trees will be cleared and stumps may be ground. Trees within wetlands will be cut, but stumps and roots will remain intact. In addition, clearing within wetlands will be conducted while the ground is frozen to avoid soil disturbance.

Since an extensive amount of tree clearing within wetlands is proposed and since some of the clearing is proposed within Prime Wetlands, it is assumed that a Wetlands Permit from the NH Department of Environmental Services (NHDES) will be required for secondary wetland impacts. Secondary impacts include the conversion of forested wetland to scrub-shrub or emergent wetland. In addition, a NHDES Shoreland Permit will likely be required for clearing within 150 feet of Lily Pond.

A NHDES Alteration of Terrain Permit will be required if there is more than 100,000 square feet of ground disturbance (or 50,000 square feet if any of the project is located within the 250-foot Protected Shoreland of Lily Pond).

Since no direct (i.e., excavation or filling) impact to wetlands are anticipated, it is assumed that the project will not require a Section 404 Permit from the US Army Corps of Engineers (ACOE).

The following sections provide GM2's proposed scope and fee for each task. Permitting tasks will only be completed if determined to be necessary as the project progresses. Fees are provided as lump sums and invoices will be submitted monthly based on percentage complete.

Task 1 – Wetland Delineation

GM2 will field delineate wetlands and surface waters within the areas shown on the attached maps. The wetland delineation will be conducted by a Certified Wetland Scientist (CWS) in accordance with

the US Army Corps of Engineers (ACOE) 1987 Methodology and the ACOE Northcentral and Northeast Region Supplement (2012). Ordinary high water (OHW) and top of bank (TOB) will also be delineated as necessary. Individually-labeled flags will be placed in the field to designate the wetland boundaries. GM2 will provide point locations of the wetland flags to Jacobs.

Federal wetland classifications will be assigned in accordance with "Classification of Wetlands and Deepwater Habitats of the United States" (Federal Geographic Data Committee, 2013). U.S. Army Corps of Engineers (ACOE) wetland delineation data forms will be completed for each wetland community delineated and representative photographs of the study area will be taken.

A brief summary memo will be prepared to document the wetland delineation. Attachments to the memo will include a wetland delineation sketch map, representative photographs, and wetland delineation data forms. The memo will also identify which wetlands within the study area are designated as Prime Wetlands by the Town of Gilford.

GM2 will conduct a follow-up site visit to replace missing wetland flags prior to winter tree clearing activities. It is assumed that the wetland delineation work will be completed in June 2020.

In addition, GM2 will begin agency coordination efforts to determine what environmental permits will be required for the project. GM2 will request updated information on threatened and endangered species from the NH Natural Heritage Bureau and the US Fish and Wildlife Service, and will follow-up with these agencies if necessary. Based upon the information provided in the project's Environmental Assessment (EA), it is assumed that field surveys for threatened or endangered species will not be required. Although small whorled pogonia was not found during site visits that were completed for the EA, the proposed clearing areas will be reviewed again during the wetland delineation field reviews. GM2 will also contact the NHDES Wetlands Bureau, NHDES Shoreland Program, NHDES Alteration of Terrain Bureau, Gilford Conservation Commission, and US Army Corps of Engineers to discuss the project and determine the required level of permitting. Attendance at one NHDOT Natural Resource Agency Coordination Meeting is included. GM2 will present the project and prepare the meeting minutes.

Task 1 – Wetland Delineation
Lump Sum Fee

\$22,510

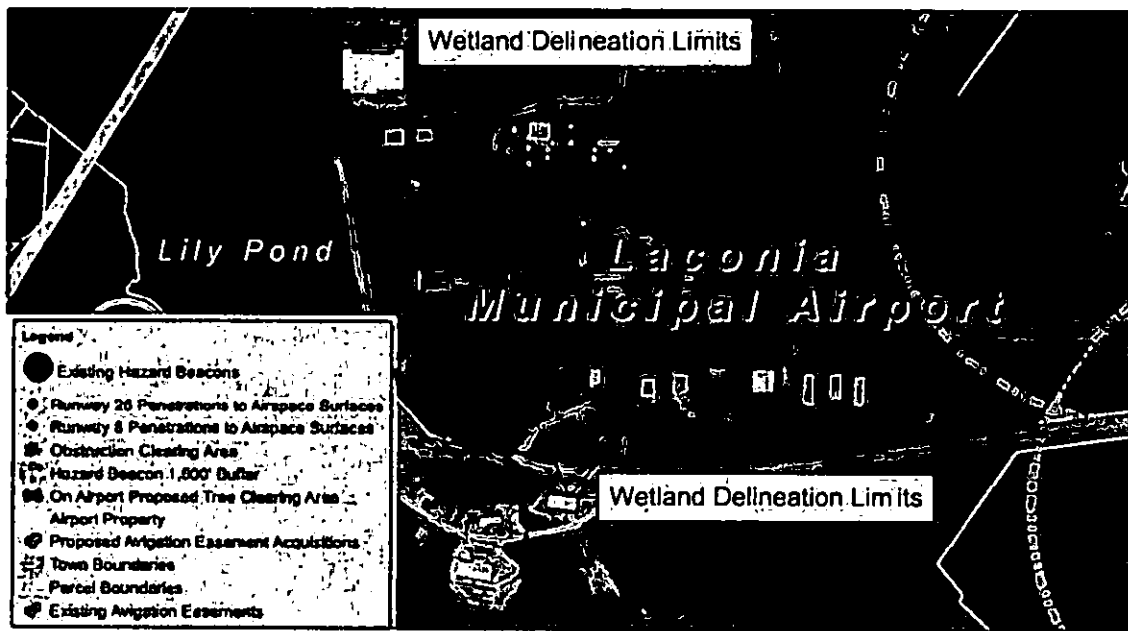
Task 2 – NHDES Wetlands Permit

NOT INCLUDED

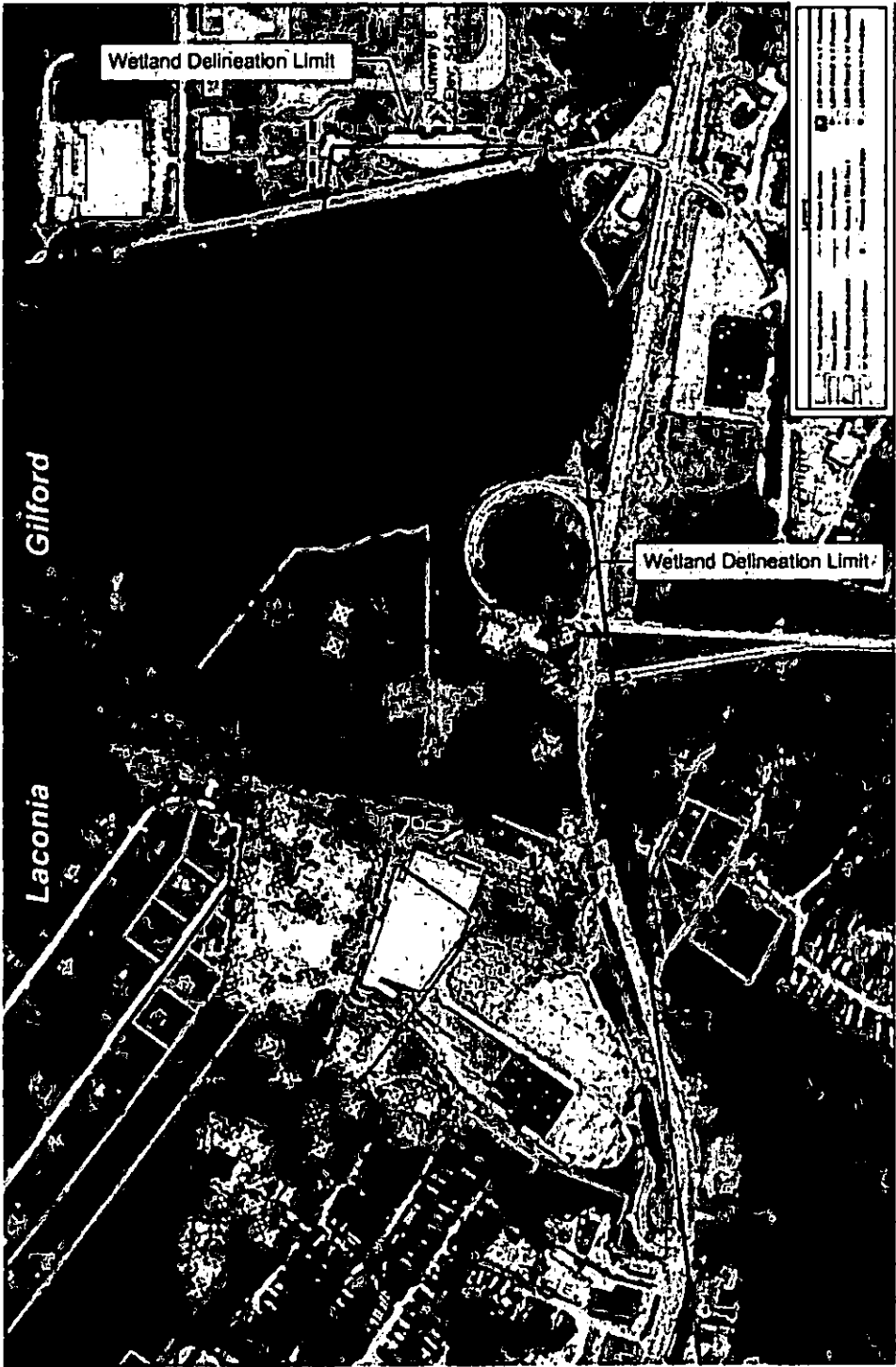
GM2 will prepare permitting documents for filing with the NHDES Wetlands Bureau, in accordance with the Wetlands Rules, effective December 15, 2019. A Major Impact permit is assumed. GM2 will assemble the list of abutting property owners and mail the required notifications.

Since the project may require mitigation, GM2 will discuss mitigation requirements with NHDES and identify potential mitigation opportunities. ARM Fund payments or other mitigation payments, if proposed, would be paid by the Airport.

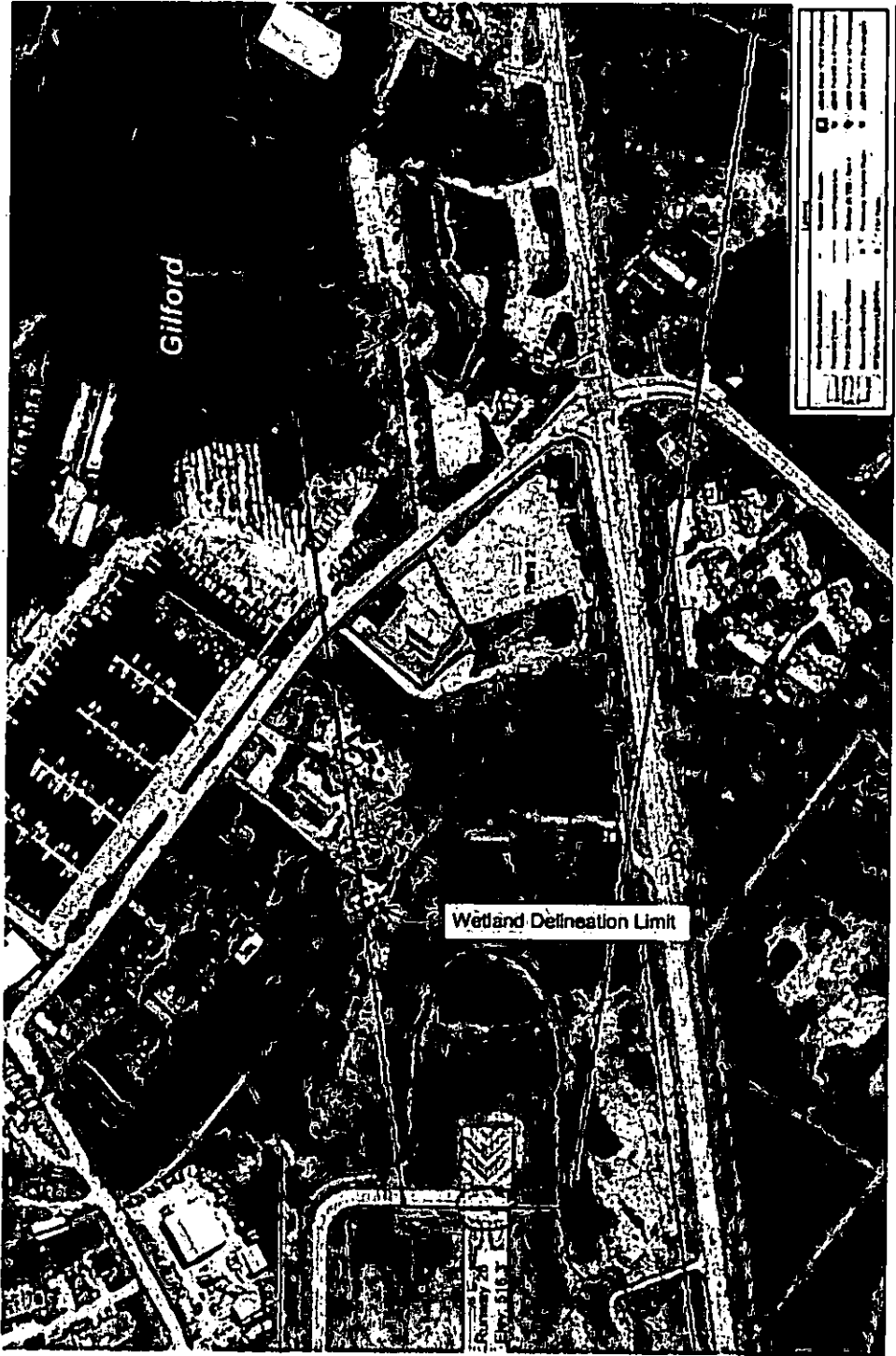
Attendance at one meeting with NHDES and one meeting with the Gilford Conservation Commission is included. GM2 will also present the project at a local public hearing, if required by NHDES.



Scoping Diagrams (Cont.)



Scoping Diagrams (Cont.)



AMENDMENT #2

June 2020

SCOPE OF WORK
for
REMOVE OBSTRUCTIONS – PHASE I – ON AND OFF AIRPORT
NHDOT SBG # 09-15-2020
at
LACONIA MUNICIPAL AIRPORT

GENERAL

The Laconia Airport Authority, hereinafter referred to as the "Owner", desires to undertake a Project to remove existing obstructions within the Threshold Sighting Surface (TSS) on the Runway 8 end and the Runway 26 end. These obstructions are all vegetation and are located off airport property. On airport property obstructions within the FAR Part 77 transitional surface will be removed as a part of this project.

The existing obstructions were analyzed as a part of the Environmental Assessment (EA) under state block grant (SBG) 09-12-2016. A Finding of No Significant Impact (FONSI) was issued on October 30, 2019 for the assessment.

In the winter of 2020, Jacobs conducted a LIDAR survey of the Runway 8 and 26 approaches. This validated the 10-year old (circa 2010) mapping used in the EA. The areas to be cleared are a combination of the LIDAR survey for off-airport and the 2010 mapping for on-airport areas. There are 8 parcels as well as the DOT Right of Way in this project. The estimated area of clearing is approximately 26 acres. See attached Project Scoping Plans.

For this project the Engineer understands the FAA surfaces below are required to be cleared. It is noted that the Threshold Sighting Surfaces are more restrictive than the TERPs surfaces. In addition, the Threshold Sighting Surfaces are required to be cleared per FAA Advisory Circular 150/5300-13A - Airport Design.

- 1) On-airport: 49 CFR Part 77 Surfaces
- 2) Off-airport (Runway 8): 34H:1V Threshold Sighting Surface (EB Row 5)
- 3) Off-airport (Runway 26): 20:1 Threshold Sighting Surface (EB Row 4)

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

ARTICLE A1 – PROJECT DEFINITION

1. **APPROACH ANALYSIS.** Utilizing the 2020 LIDAR mapping data, the Engineer will analyze the TERPS and Threshold Sighting Surfaces to each runway end to identify the more restrictive approach as well as locate the obstructions. This task includes developing four (4) FAA surfaces in 3 dimensions.

2. **EASEMENT ANALYSIS.** The Engineer will collect and review the existing off-airport parcel easements to determine if the easement language satisfies the FAA surface required to be cleared.

3. **REVIEW OF EXISTING DATA.** The Engineer will review all previous projects to ensure that there are no areas of clearing that have already been paid for by AIP funds. The Engineer will review all available data including previous projects, previous permits and others as necessary.

4. **LAND OWNER COORDINATION DOCUMENTS.** The Engineer will provide the airport the data necessary for the Airport to perform coordination with the land owners. The Airport will conduct in-person meetings with property owners using materials provided by the Engineer. The Engineer will provide documents to the Airport specific to each land owner. These documents will include:

- a) Parcel easement document,
- b) Overall plan showing the location of the parcel within the airport's approach surface;
- c) Parcel specific plot plan showing the pre-project tree penetrations
- d) Parcel specific plot plan showing the post-project tree penetrations removed.
- e) A letter documenting the easement rights and the preferred method of tree removals.

The Engineer will send similar documentation on behalf to the Owner to the commercial entity that is recorded as owning the three (3) 'Walmart' parcels. This is anticipated to require two (2) phone call meetings with 'Walmart'.

5. **LAND OWNER COORDINATION PROGRESS MEETINGS.** The Engineer and the Airport will meet periodically with the Airport to provide updates on the parcel owner feedback on the clearing method and related parcel owner requirements.

6. **ABUTTER COORDINATION.** Once the method of removals is defined, the Engineer will notify the abutters to the project with a letter and project diagrams depicting the removals to advise them of the project. This will be accomplished via certified mail. The affected parcel owners will also be included in this mailing. Anticipate thirty (30) parcels will be notified. This will be completed in advance of the Public Meeting.

7. **FAA COORDINATION.** The Engineer will coordinate with FAA Flight Procedures to remove obstacle data in the FAA's database but not found during the 2020 LIDAR survey. This is specific to Runway 26 points that are rendering the GPS approach to Runway 26 not available at night.

8. **QUALITY ASSURANCE.** The Engineer will conduct quality reviews on the project deliverables under this Article.

ARTICLE A2 – DATA COLLECTION

1. **ARCHAEOLOGY.** If required by the NHDHR, the Engineer will hire a subconsultant to perform an archeological survey of specific areas as designated by the Engineer.

2. **FIELD REVIEW.** The Engineer will conduct a field review of the project areas to assess haul routes and construction access.

Note that prior to this scope of work, task orders were approved for the 2020 LIDAR survey and 2020 wetlands delineations.

ARTICLE B1 – PERMITTING

The Engineer will conduct the necessary agency approvals and prepare the below anticipated environmental permit applications.

1. **NATURAL RESOURCE AGENCY COORDINATION MEETING.** The Engineer will prepare for and attend the NRA coordination meeting at the NHDOT to gather permitting feedback from the natural resource agencies.

2. **CULTURAL RESOURCE AGENCY COORDINATION (SECTION 106):** A Request for Review (RPR) will be required as this project is not on the NHDOT Bureau of Aeronautics list of approved projects that have no effect on historical properties. It is anticipated that this task will include the following:

- a) File Review at NH Division of Historical Resources in Concord
- b) Complete RPR Form with supporting documents and submit to Airport and NHDOT
- c) Attend one (1) meeting a NHDOT Bureau of Environment
- d) Prepare Findings of No Affects Memorandum

3. **INTERGOVERNMENTAL AGENCY COORDINATION.** The Engineer will prepare a preliminary SF 424 Form with project diagram and submit to the NH Office of Energy and planning for interagency comment.

4. **NATURAL HERITAGE BUREAU COORDINATION:** The Natural Heritage Bureau (NHB) Data Check for threatened or endangered species will need to be completed as the one in the Environmental Assessment is only valid until 07/24/2018 (only valid for one (1) year).

5. **US FISH AND WILDLIFE COORDINATION:** Coordination with the USFWS was completed with the Environmental Assessment and found that the area was not a suitable habitat for small whorled pogonia. Therefore, the small whorled pogonia is not a concern for this project. A 4(d) rule Streamlined Consultation form was completed for the Northern Long-Eared Bat with the Environmental Assessment. No response was received from the USFWS, presuming that the responsibilities required by 4(d) rule process were met and no additional measures are needed regarding the project and its impact on the Northern Long Eared Bat.

6. **ALTERATION OF TERRAIN (AoT) PERMIT APPLICATION:** May be needed if the ground disturbance is greater than 100,000 square feet. If the obstructions are to be topped, then no ground disturbance will occur. However, if the obstructions are to be removed and the stump is to be grubbed then the ground disturbance may trigger the need for an AoT. Work associated with the AoT will include compiling and organizing the following:

- 1) Application and checklist
- 2) USGS map
- 3) Design narrative
- 4) NHDES Web GIS print outs (surface water impairments and AOT screen layer)
- 5) NHB letter
- 6) Web soil survey map
- 7) Aerial photograph (assumed will use Google image)

- 8) Site photographs
- 9) Ground water recharge volume calculations
- 10) BMP worksheets
- 11) PE stamped drainage analysis
- 12) Energy dissipation calculations
- 13) USDA Natural Resources Conservation Service (NRCS) Soils Report
- 14) Infiltration feasibility report using Hydrologic Soil Group(s)
- 15) Registration for storm water infiltration to groundwater
- 16) Inspection/maintenance manual
- 17) Design plans
- 18) Pre & post development soil plans
- 19) Pre & post development drainage area plans
- 20) 100-year flood plain report.
- 21) Attendance of one meeting with the NHDES to discuss the AoT permit application.

7. **WETLAND PERMIT APPLICATION:** There are Prime Wetlands located on the airport. A wetland permit is required for clearing in or adjacent to Prime Wetlands regardless of type of disturbance. Clearing in regular wetlands will be performed during the winter months, on frozen ground. There are no permanent impacts anticipated in these wetlands, however they will be included in the filed permit at the request of NHDES.

8. **AMENDED SITE PLAN APPLICATIONS.** The Engineer will submit a site plan and a statement of the project to the Gilford and Laconia Planning Departments. This submission is for informational purposes only.

9. **SHORELAND PERMIT APPLICATION:** There is proposed clearing within 150-feet of Lily Pond, on airport owned property. The Engineer will submit the Shoreland Permit application as required under RSA 483-B:5-b, 1(a) of the Shoreland Water Quality Protection Act (SWQPA).

10. **OBSTRUCTION EVALUATION (OE/AAA).** The Engineer will submit the FAA Form 7460 for on-airport clearing located in prime wetlands for evaluation by FAA. The intent is not clear these areas in the wetlands if the FAA approves the trees remaining.

ARTICLE B2 – DESIGN DOCUMENTS

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

1. **CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) WITH CHECKLIST.** The Engineer will prepare the FAA's checklist, narrative descriptions and accompanying plans for the on-airport portion of the project.

2. **CONSTRUCTION PLANS.** The Engineer will prepare the construction plans for a 60% design submittal and a final design submittal. The final design plans will include a review by NHDOT and the Airport. The Construction Plans will generally include the following:

- 1) Title Sheet (1 Sheet)
- 2) General Plan (1)

- 3) General Notes (1)
- 4) Safety and Phasing Plans (3)
- 5) Safety and Phasing Plan, Notes and Details (1)
- 6) Maintenance of Traffic Plans (2)
- 7) Obstruction Clearing Plans (6)
- 8) Erosion and Sediment Control Plans (6)
- 9) Erosion and Sediment Control Notes and Details (2)

3. **TECHNICAL SPECIFICATIONS.** The Engineer will draft the written technical specifications in accordance with FAA AC 150/5370-10 "Standard for Specifying Construction of Airports" The Engineer anticipates the following technical specifications for the project.

- 1) C-100 Contractor Quality Control Program (CQCP)
- 2) C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- 3) C-105 Mobilization
- 4) M-001 Parcel Owner Coordination
- 5) M-002 Maintenance of Traffic
- 6) M-003 Survey
- 7) P-151 Clearing and Grubbing
- 8) P-152 Excavation, Subgrade and Embankment
- 9) T-901 Seeding
- 10) T-905 Top soiling
- 11) T-908 Mulching

4. **FRONT END BIDDING DOCUMENTS.** The Engineer will prepare Front End Specifications in addition to the Technical Specifications.

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

6. **ENGINEER'S DESIGN REPORT.** The Engineer will prepare a report which will be provided at the final submittal. The design report will provide criteria references, calculations and correspondence used to develop the project design.

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

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

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

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

1. 60%: (Qty. of plans full size/ qty of specifications): NHDOT (5/2) and Owner (1/1)
2. As-Advertised/Bid Set: NHDOT (1/1) and Owner (1/1)

11. MEETINGS. The Engineer will prepare an agenda, facilitate the meeting, provide graphics if necessary and prepare/distribute minutes for all meetings. The Engineer assumes the meetings under this phase will include the following:

- Design Review Meeting with Airport Authority and NHDOT (2 meetings)
- Public Meeting with all affected Property Owners and Abutters at the Airport (1 meeting)

ARTICLE C – BIDDING SUPPORT

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

The specific items of work shall include:

1. PREPARE LEGAL NOTICE. Prepare and provide a sample legal notice for the Owner's use in the advertisement of the Project.

2. DOCUMENT DISTRIBUTION. Print and distribute the full-size plans and hard copy specifications for the bidding. Public review sets will be made available at the Airport Manager's office and up to 5 'plan review' locations. The Engineer shall manage the electronic and/or hard copy distribution & sale of the bidding documents.

3. PREBID MEETING. Schedule and conduct one (1) pre-bid conference at the Airport. As a part of conducting this conference, the Engineer shall prepare/present the following items:

- A meeting agenda to be distributed to attendees
- Graphics for the site/proposed work involved in the project and phasing plans
- A Sign in sheet
- Prepare the meeting minutes for internal records

4. PREPARE AND DISTRIBUTE ADDENDA. If necessary, prepare, and distribute any addenda issued for the purpose of clarification, deletion, addition, or correction to the bid plans or specifications. All responses to RFIs will be included in the addenda. Two (2) addenda with preparation of sketches has been assumed.

5. ATTEND BID OPENING. The Engineer will attend the public bid opening.

6. REVIEW BID PROPOSALS AND BID TABULATION. Upon receipt of bids, the Engineer shall perform a review of all bid proposals received for the project. The bid review shall include the review of the following items for compliance:

- Contractor's bid extension math
- Bid security
- Execution of bid
- Non-collusive bidding certificate
- EEO certification

- Statement of surety's intent
- Addenda receipt
- Buy-American certificate
- Subcontractors and suppliers list
- Eligibility certification
- Corporate bidders' certification
- Non-discrimination statement and non-segregated facilities certificate
- DBE certifications

The Engineer shall also:

- Request evidence of competency and evidence of financial responsibility from the contractors.
- Review the contractor's list of personnel, list of equipment and financial statements.
- Formally contact the contractor's references, upon the Owner's request, or if the contractor has no past working relationship with the Engineer or Owner.

The Engineer will prepare and review the bid tabulation for the project.

7. **RECOMMENDATION OF AWARD.** After reviewing the bid proposals, the Engineer shall identify the apparent low bidder and issue a recommendation/rejection of award of the construction contract to the Owner and provide copies of award letters to the NHDOT.

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

ARTICLE D – PROJECT ADMINISTRATION

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

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

3. **DBE PLAN AND REPORTING.** The Engineer will update the Airport's Disadvantaged Business Enterprise (DBE) Plan for Fiscal Years 2021-2023 and submit for approval. The Engineer will provide the Federal FY2020 reporting for the Airport to the FAA.

4. **NHDOT GRANT APPLICATION.** The Engineer will prepare the Federal Grant Application with accompanying attachment for the project and distribute to the Owner for signatures. The final application will be submitted after the project's low bidder is determined.

5. **PREPARE REIMBURSEMENT REQUESTS.** The Engineer will prepare the necessary grant reimbursement paperwork for the project. The Engineer anticipates six

(6) reimbursements.

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

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

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

ARTICLE E – CONSTRUCTION ADMINISTRATION

The Engineer shall provide engineering services throughout the construction period of the Project. The specific items of work shall include:

1. The Engineer shall prepare sample Notice-To-Proceed letter for the Owner to issue to the contractor.

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

3. The Engineer shall review and analyze all detailed construction, shop, and erection drawings, as well as all laboratory, shop, and test reports and certificates for materials and equipment submitted by the contractors for compliance with design drawings and specifications.

4. The Engineer shall observe the work in progress and prepare and submit the required FAA Form 5370-1 – Construction Progress and Inspection Report, on a monthly basis or as dictated by the NHDOT.

5. The Engineer shall review and approve of periodic estimates submitted by the contractor for partial and final payments. This effort will include review of the project quantities, collection of payrolls and collection of lien waivers, if required, from the contractor.

6. The Engineer shall review the certified payrolls submitted by the contractor during construction for conformance with the federal wage rates and federal labor law requirements. Payrolls are assumed to be submitted with each of the contractor's applications for payment and include all subcontractors.

7. The Engineer shall provide general administrative support to the Resident Engineer during the construction phase of the project. Generally, this task shall consist of, but is not limited to, the following:

- Consultation and advice to the Owner
- Respond to all inquiries regarding general and/or specific issues pertaining to the interpretation of the construction plans or technical specifications

8. The Engineer shall prepare the necessary forms, prepare the engineer estimates, and negotiate any change orders on the Owners behalf, if required during the

construction of the project. Two (2) change orders are assumed.

9. The Engineer shall perform the final LIDAR survey to verify the required approach surfaces have been cleared. These surfaces include the 34:1 Threshold Sighting Surface (Row 5) to Runway 8 and 20:1 Threshold Sighting Surface (Row 4) to Runway 26.

10. The Engineer shall attend a punch list meeting. The Engineer shall prepare and distribute a project "punch list" for any deficiencies, corrective actions required, etc. as determined at the pre-final inspection meeting.

11. The Engineer shall prepare an "as-built" set of drawings based upon the construction information provided by the resident engineer and the construction contractor. The Engineer shall deliver paper copies of the As-Built drawings to the Owner and to the NHDOT.

12. The Engineer shall prepare a letter of substantial completion for the project and issue the letter to the contractor on behalf of the Owner.

13. The Engineer shall perform quality review of all documents included in this article prior to distribution.

ARTICLE F - RESIDENT ENGINEERING

The Engineer shall provide part time resident engineering services for the project.

The resident engineer for the project shall have field experience in the type of work to be performed, be fully qualified to make interpretations, decisions, field computations, and have knowledge of testing requirements and procedures. The resident engineer provided by the Engineer shall be approved by the Owner. The specific items of work shall include:

1. Checking of construction activities, when on site, to ensure compliance with the plans and specifications. Inform the contractor of any work which is in non-compliance.

2. Ensuring that all testing required by the specifications is performed when on site. Following up on test results for material test that are the responsibility of the Contractor. All commercially-produced products, such as pipe and reinforcing steel, which are used on the project, should be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.

3. Documenting that tests are performed at the frequency stated in the specifications. Determining when and where tests will be taken as required by the project specifications and witness the tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.

4. Review test reports and certifications for conformance with the specifications. Each test report for material in-place should, as a minimum, contain the following:

- a. Test performed, and date.
- b. Applicable standard or project specification.
- c. Test location.

- d. Test result.
- e. Action taken on failing tests.
- f. Lot size and location and adjusted contract price when statistical acceptance procedures are specified.

5. Maintaining a file of test reports and certifications.

6. Informing the contractor of deficiencies in order that corrections can be made and re-testing performed prior to covering any substandard work with additional material.

7. Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer print-outs retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer print-outs, supported by the original set of weight tickets, are the basis for payment.

8. Reviewing the contractors "as-built" drawings.

9. Maintaining a diary which should contain daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:

- a. Date and weather conditions.
- b. Names of important visitors.
- c. Construction work in progress and location.
- d. Size of contractor's work force and equipment in use.
- e. Number of hours worked per day for contractor and subcontractors.
- f. The substance of important conversations with the contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.

ASSUMPTIONS

- Parcel property line layouts required for the work will be conducted by the Construction Contractor. All planning parcel layouts will utilize the City/Town's tax map boundaries.
- All NHDES permit application fees will be paid for by the Owner (fees are AIP eligible).
- Timber Harvesting: Form PA-7 'Notice of Intent to Cut' will be filed by the contractor.
- Prime Farmland areas off of Runway 8 identified in the Environmental Assessment are not impacted by the project as the soils are not disturbed.
- Ground survey data collected by the 2020 LIDAR survey is adequate for the project.

PROPOSED PROJECT SCHEDULE

- Data Collection: December/January 2020
- Public Meeting: Winter/Spring 2020
- Design: Spring/Summer 2020
- Bidding: Summer 2020
- Construction: January 2021 (frozen ground in wetlands)

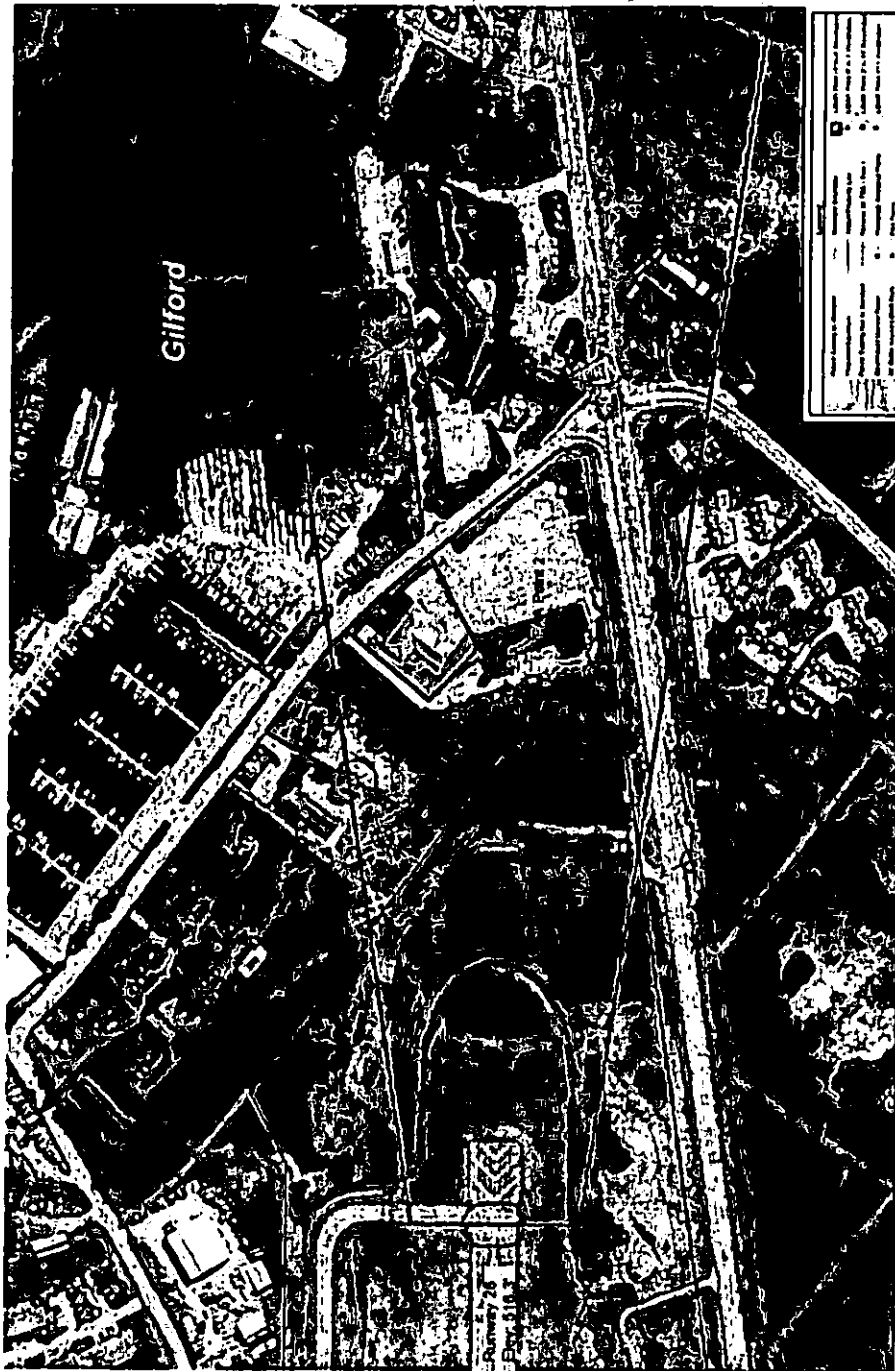
ATTACHMENTS

- Project Scoping Plans

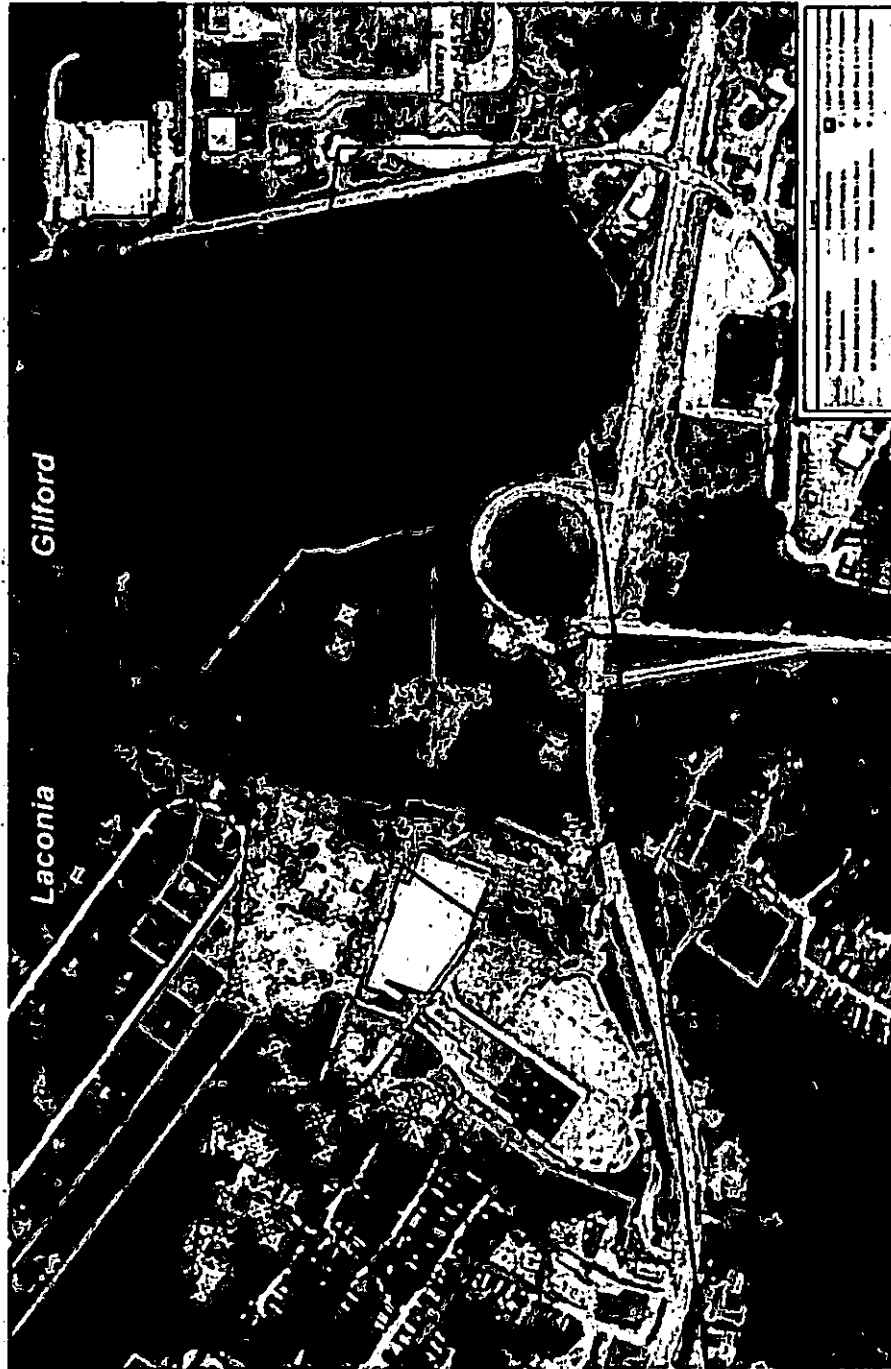
END OF PROJECT SCOPE**APPENDICES**

- Post Construction Tree Top Survey Appendix: ARE/Airshark Scope and Fee
- Archeology Appendix: IAC, LLC Scope and Fee
- Wetland Scientist Appendix: GM2 Associates, LLC Scope and Fee

Project Scoping Plan (Runway 26)



Project Scoping Plan (Runway 8)





SUB-CONSULTANT PROPOSALS



New Hampshire Office
5R Merrill Industrial Drive
Hampton, NH 03842
(603) 944-9005

California Office
18 Technology Drive, Suite 205
Irvine, CA 92618

11 May 2020

John Pelletier
Jacobs Engineering
2 Executive Park Drive, Suite 205
Bedford, NH 03110

Subject: Laconia Airport Obstruction Mapping

ARE Corp is pleased to submit the proposal for Drone Mapping and Engineering Support Tasks for Jacobs Engineering. ARE's wide range of expertise and services combined with extensive Unmanned Aerial System (UAS or "Drones") experience under the AirShark brand name makes our organization uniquely qualified to perform the proposed work. ARE consists of a team of professional engineers, inspectors, FAA certified UAS pilots, GIS analysts and remote sensing specialists. Our team is qualified to perform all the tasks associated with this solicitation at the highest quality level. Together, we are a team committed to safety, professionalism, and customer satisfaction.

ARE will plan, coordinate, collect, process and deliver UAS acquired LiDAR data to support the mission for approximately 138-acre and 61-acre of runway approaches of Laconia Airport. Detailed scope of work is listed in Attachment A. The location of the project is marked in Attachment B.

A work plan and safety plan will be created prior to the project. A safety briefing will be held and documented at the beginning of each flying day. ARE can share our standard documentation which includes Certifications of Insurance and FAA documentation upon request.

Total estimate is \$12,325.00.

We look forward to this opportunity to work alongside Jacobs Engineering in this capacity. If you have any questions or would like any additional information, please contact me at 802-233-9330 or jbudreski@are-corp.com. We can hammer out any details and questions on a briefing call.

Respectfully submitted,

Click below for more info on AREview™

Jon Budreski, Primary Contact

ARE Corporation



Attachment A: Scope of Work

General Project Description	<i>ARE will plan, coordinate, collect, process and deliver UAS acquired LiDAR data to support the mission for approximately 138-acre and 61-acre of runway approaches (Runway 8 and Runway 26) of Laconia Airport, NH. Focus is runway obstruction data collection. ARE will only fly over existing trees and will not be overflying directly over the large parking lots / shopping centers or water surfaces.</i>
Size of the Site	<i>138-acre and 61-acre of runway approaches (Runway 8 and Runway 26)</i>
Site Survey Control	<i>N/A</i>
Coordinate System	<i>NAD83(NSRS2007) / New Hampshire (ftUS) EPSG:3614 NAVD88 ft Geoid12B</i>
Products Requested	<i>1. Ground & Obstructions: classified Point Cloud 2. Digital Surface Model 3. Contours</i>
Specifications	<i>1. Minimum 4 points per sq ft 2. 1 ft Resolution 3. 2 ft Resolution</i>
Deliverable Format	<i>1. .las 2. .dxf 3. .dxf</i>
Schedule	<i>2021</i>
Data Deliver Schedule	<i>Data will be delivered within 6 weeks of data acquisition.</i>
Notes/Special Conditions	<i>LiDAR and LiDAR-derived products will be produced to meet 2.5cm Horizontal, and 5cm Vertical Accuracy Classes on hard, unobstructed surfaces. Several additional launch locations will need to be identified from local, state, and private properties. Data coverage may be affected by site access, landowner permission, environmental conditions, line of sight limitations and other FAA requirements. The extent of coverage will be at the discretion of the flight team based on legal and contractor safety protocols.</i>

Please initial in box to verify acceptance of Work Scope:

Initial: 

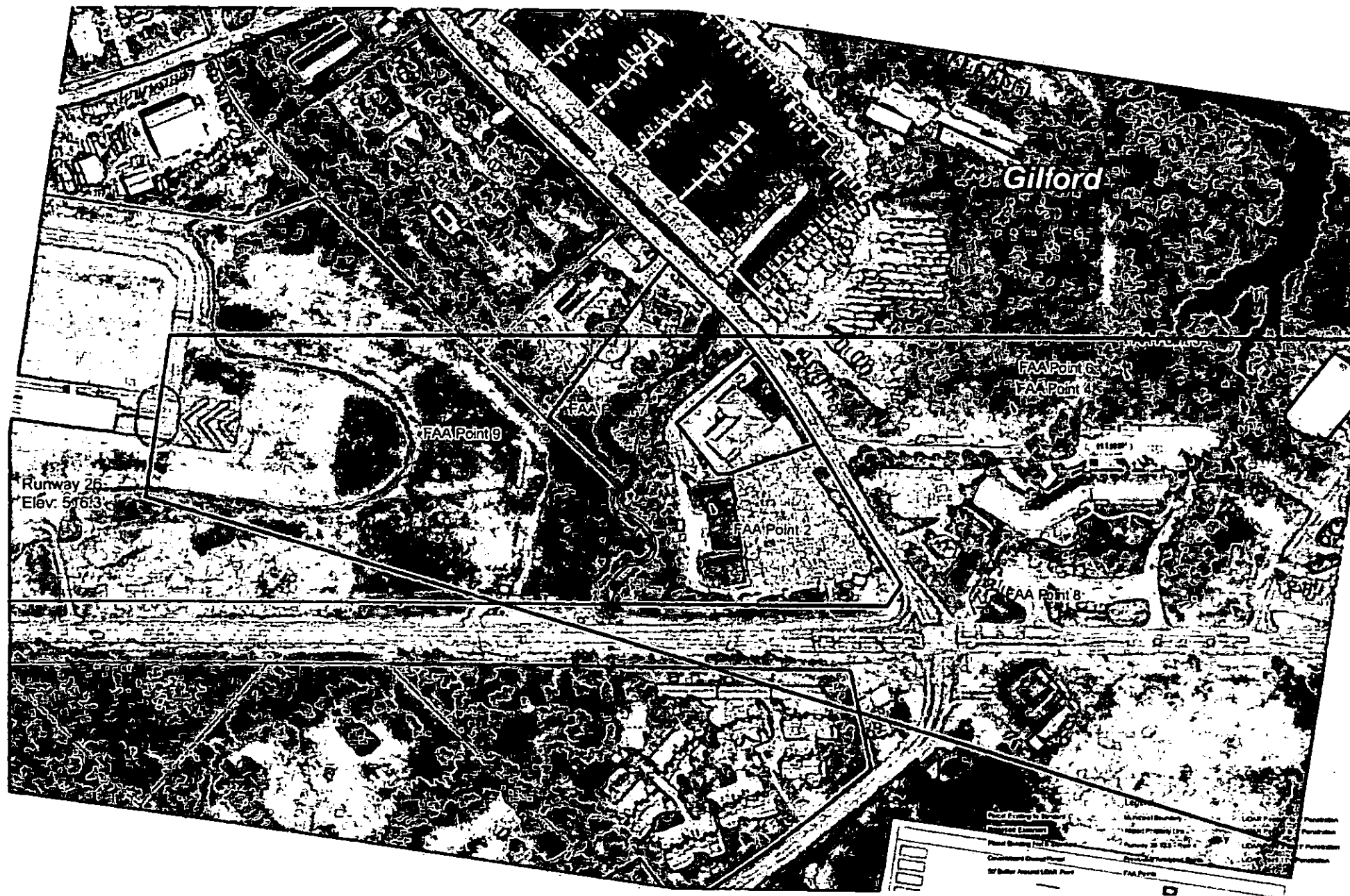
Attachment B: Project Location

Laconia

Gilford

Runway 8
Elev. 545.25'

Legend			
	Parcel Shading to Standard		Municipal Boundary
	Parcel Shading to Standard		Apparent Property Line
	Parcel Shading to Standard		Runway 8 125' - Run 5
	Parcel Shading to Standard		Previously Assigned Points
	Parcel Shading to Standard		LEAP Point 17 to 18 Perimeter
	Parcel Shading to Standard		LEAP Point 19 to 20 Perimeter
	Parcel Shading to Standard		LEAP Point 21 to 22 Perimeter
	Parcel Shading to Standard		LEAP Point 23 to 24 Perimeter
	Parcel Shading to Standard		LEAP Point 25 to 26 Perimeter
	Parcel Shading to Standard		LEAP Point 27 to 28 Perimeter
	Parcel Shading to Standard		LEAP Point 29 to 30 Perimeter
	Parcel Shading to Standard		LEAP Point 31 to 32 Perimeter
	Parcel Shading to Standard		LEAP Point 33 to 34 Perimeter
	Parcel Shading to Standard		LEAP Point 35 to 36 Perimeter
	Parcel Shading to Standard		LEAP Point 37 to 38 Perimeter
	Parcel Shading to Standard		LEAP Point 39 to 40 Perimeter
	Parcel Shading to Standard		LEAP Point 41 to 42 Perimeter
	Parcel Shading to Standard		LEAP Point 43 to 44 Perimeter
	Parcel Shading to Standard		LEAP Point 45 to 46 Perimeter
	Parcel Shading to Standard		LEAP Point 47 to 48 Perimeter
	Parcel Shading to Standard		LEAP Point 49 to 50 Perimeter
	Parcel Shading to Standard		LEAP Point 51 to 52 Perimeter
	Parcel Shading to Standard		LEAP Point 53 to 54 Perimeter
	Parcel Shading to Standard		LEAP Point 55 to 56 Perimeter
	Parcel Shading to Standard		LEAP Point 57 to 58 Perimeter
	Parcel Shading to Standard		LEAP Point 59 to 60 Perimeter
	Parcel Shading to Standard		LEAP Point 61 to 62 Perimeter
	Parcel Shading to Standard		LEAP Point 63 to 64 Perimeter
	Parcel Shading to Standard		LEAP Point 65 to 66 Perimeter
	Parcel Shading to Standard		LEAP Point 67 to 68 Perimeter
	Parcel Shading to Standard		LEAP Point 69 to 70 Perimeter
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	Parcel Shading to Standard		LEAP Point 87 to 88 Perimeter
	Parcel Shading to Standard		LEAP Point 89 to 90 Perimeter
	Parcel Shading to Standard		LEAP Point 91 to 92 Perimeter
	Parcel Shading to Standard		LEAP Point 93 to 94 Perimeter
	Parcel Shading to Standard		LEAP Point 95 to 96 Perimeter
	Parcel Shading to Standard		LEAP Point 97 to 98 Perimeter
	Parcel Shading to Standard		LEAP Point 99 to 100 Perimeter



Independent Archaeological Consulting, LLC
801 Islington Street Suite 31
Portsmouth, New Hampshire 03801

Phase IA Archaeological Sensitivity Assessment
Laconia Municipal Airport
LCI Obstruction Removal - Phase I
Project Number: E2X73707
Guilford, New Hampshire

May 13, 2020

Objective: Evaluate archaeological sensitivity of approximately 26-acre project area		# Hours	Hourly Rate	Total Cost
Project Management	Principal Investigator	2	\$75.00	\$ 150.00
Pre-Fieldwork Preparation	GIS Specialist	1	\$50.00	\$ 50.00
Background Research	Principal Investigator	4	\$75.00	\$ 300.00
Site Inspection/Testing	Principal Investigator	6	\$75.00	\$ 450.00
Site Inspection/Testing	Archaeological Technician	6	\$50.00	\$ 300.00
Assessment & Analysis	Principal Investigator	2	\$75.00	\$ 150.00
Report Preparation	Principal Investigator	8	\$75.00	\$ 600.00
Report Preparation	Archaeological Technician	4	\$50.00	\$ 200.00
Miscellaneous	Supplies, postage, photocopies			\$ 50.00
Mileage	225 miles x \$0.575/mile	225	\$0.575	\$ 129.38
Total for Phase IA Archaeological Sensitivity Assessment				\$ 2,379.38

*Pre-fieldwork prep includes generating shapefiles and loading onto field GPS

The Phase IA scope consists of site file review via New Hampshire Division of Historical Resources online data base (EMMIT), as well as review of secondary historic sources, maps, and photos of the project area. We also conduct a site inspection to look for landforms suitable for Pre-Contact habitation or hunting/gathering sites and Post-Contact features (e.g., cellarholes). As part of the inspection, archaeologists excavate small test pits to assess the integrity of deposits. Our final report offers an assessment of whether archaeological resources are known or expected to be present within the project area, and whether a Phase IB intensive archaeological investigation is recommended.



May 15, 2020

Mr. John Pelletier, P.E.
Project Engineer
Jacobs Engineering Group, Inc.
2 Executive Park Drive, Suite 205
Bedford, NH 03110

RE: Wetland Delineation and Permitting Proposal
Laconia Municipal Airport
Obstruction Removal – Phase 1
Project Number E2X73707

Dear Mr. Pelletier,

GM2 Associates, Inc. (GM2) is pleased to provide this proposal to perform wetland delineation and permitting services for Phase 1 of an Obstruction Removal Project at Laconia Municipal Airport (the Airport). This proposal includes additional project study areas and permitting and therefore replaces a previous proposal sent on May 4, 2020.

It is our understanding that the project will involve tree clearing at multiple locations on and adjacent to the Airport. In upland (non-wetland) areas, trees will be cleared and stumps may be ground. Trees within wetlands will be cut, but stumps and roots will remain intact. In addition, clearing within wetlands will be conducted while the ground is frozen to avoid soil disturbance.

Since an extensive amount of tree clearing within wetlands is proposed and since some of the clearing is proposed within Prime Wetlands, it is assumed that a Wetlands Permit from the NH Department of Environmental Services (NHDES) will be required for secondary wetland impacts. Secondary impacts include the conversion of forested wetland to scrub-shrub or emergent wetland. In addition, a NHDES Shoreland Permit will likely be required for clearing within 150 feet of Lily Pond.

A NHDES Alteration of Terrain Permit will be required if there is more than 100,000 square feet of ground disturbance (or 50,000 square feet if any of the project is located within the 250-foot Protected Shoreland of Lily Pond).

Since no direct (i.e., excavation or filling) impact to wetlands are anticipated, it is assumed that the project will not require a Section 404 Permit from the US Army Corps of Engineers (ACOE).

The following sections provide GM2's proposed scope and fee for each task. Permitting tasks will only be completed if determined to be necessary as the project progresses. Fees are provided as lump sums and invoices will be submitted monthly based on percentage complete.

Task 1 – Wetland Delineation

~~GM2 will field delineate wetlands and surface waters within the areas shown on the attached maps. The wetland delineation will be conducted by a Certified Wetland Scientist (CWS) in accordance with~~

the US Army Corps of Engineers (ACOE) 1987 Methodology and the ACOE Northcentral and Northeast Region Supplement (2012). Ordinary high water (OHW) and top of bank (TOB) will also be delineated as necessary. Individually-labeled flags will be placed in the field to designate the wetland boundaries. GM2 will provide point locations of the wetland flags to Jacobs.

Federal wetland classifications will be assigned in accordance with "Classification of Wetlands and Deepwater Habitats of the United States" (Federal Geographic Data Committee, 2013). U.S. Army Corps of Engineers (ACOE) wetland delineation data forms will be completed for each wetland community delineated and representative photographs of the study area will be taken.

A brief summary memo will be prepared to document the wetland delineation. Attachments to the memo will include a wetland delineation sketch map, representative photographs, and wetland delineation data forms. The memo will also identify which wetlands within the study area are designated as Prime Wetlands by the Town of Gilford.

GM2 will conduct a follow-up site visit to replace missing wetland flags prior to winter tree clearing activities. It is assumed that the wetland delineation work will be completed in June 2020.

In addition, GM2 will begin agency coordination efforts to determine what environmental permits will be required for the project. GM2 will request updated information on threatened and endangered species from the NH Natural Heritage Bureau and the US Fish and Wildlife Service, and will follow-up with these agencies if necessary. Based upon the information provided in the project's Environmental Assessment (EA), it is assumed that field surveys for threatened or endangered species will not be required. Although small whorled pogonia was not found during site visits that were completed for the EA, the proposed clearing areas will be reviewed again during the wetland delineation field reviews. GM2 will also contact the NHDES Wetlands Bureau, NHDES Shoreland Program, NHDES Alteration of Terrain Bureau, Gilford Conservation Commission, and US Army Corps of Engineers to discuss the project and determine the required level of permitting. Attendance at one NHDOT Natural Resource Agency Coordination Meeting is included. GM2 will present the project and prepare the meeting minutes.

**Task 1 – Wetland Delineation
Lump Sum Fee**

\$22,510

**TASK PREVIOUSLY
CONTRACTED - NOT
INCLUDED**

Task 2 – NHDES Wetlands Permit

GM2 will prepare permitting documents for filing with the NHDES Wetlands Bureau, in accordance with the Wetlands Rules, effective December 15, 2019. A Major Impact permit is assumed. GM2 will assemble the list of abutting property owners and mail the required notifications.

Since the project may require mitigation, GM2 will discuss mitigation requirements with NHDES and identify potential mitigation opportunities. ARM Fund payments or other mitigation payments, if proposed, would be paid by the Airport.

Attendance at one meeting with NHDES and one meeting with the Gilford Conservation Commission is included. GM2 will also present the project at a local public hearing, if required by NHDES.

GM2 will submit a draft permit application package to Jacobs and the Airport for review and will revise the package in response to comments prior to submitting a final package. If a Request for More Information (RFMI) is received from NHDES, GM2 will prepare a response.

It is assumed that Wetland Impact Plans, Erosion Control Plans, and Construction Sequence will be prepared by Jacobs. A Wetland Scientist from GM2 will stamp the Wetland Impact Plans.

**Task 2 – NHDES Wetlands Permit
Lump Sum Fee**

\$15,410

Task 3 – NHDES Shoreland Permit

GM2 will prepare the NHDES Shoreland Permit application, which is anticipated to include the following:

- Application form and worksheet
- Shoreland Plans (to be prepared by Jacobs)
- USGS Map and Tax Maps
- Recorded deed
- Photographs
- Abutting property owner list
- NH Natural Heritage Bureau Report
- Waiver request, if required
- Plan and tree location and species for any clearing areas within the Waterfront Buffer

One site visit will be conducted to obtain the tree location and species data.

GM2 will submit a draft permit application package to Jacobs and the Airport for review and will revise the package in response to comments prior to submitting a final package. If a Request for More Information (RFMI) is received from NHDES, GM2 will prepare a response.

Attendance at one meeting with the NHDES Shoreland Program is included.

**Task 3 – NHDES Shoreland Permit
Lump Sum Fee**

\$9,415

Task 4 – NHDES Alteration of Terrain Permit

GM2 will assist Jacobs with the preparation of a NHDES Alteration of Terrain Permit application. GM2 will prepare the following items:

- Application form
- Supplemental narrative and maps

- NHB report
- Photographs
- Pre- and post-development soil plans

It is assumed that Jacobs will provide design plans and details, drainage analysis, pre- and post-development drainage area plans, and BMP worksheets (if required).

GM2 will submit a draft permit application package to Jacobs and the Airport for review and will revise the package in response to comments prior to submitting a final package. If a Request for More Information (RFMI) is received from NHDES, GM2 will prepare a response, with support from Jacobs.

Attendance at one meeting with the NHDES AoT Program is included.

**Task 4 – NHDES AoT Permit
Lump Sum Fee**

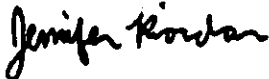
\$6,720

Assumptions:

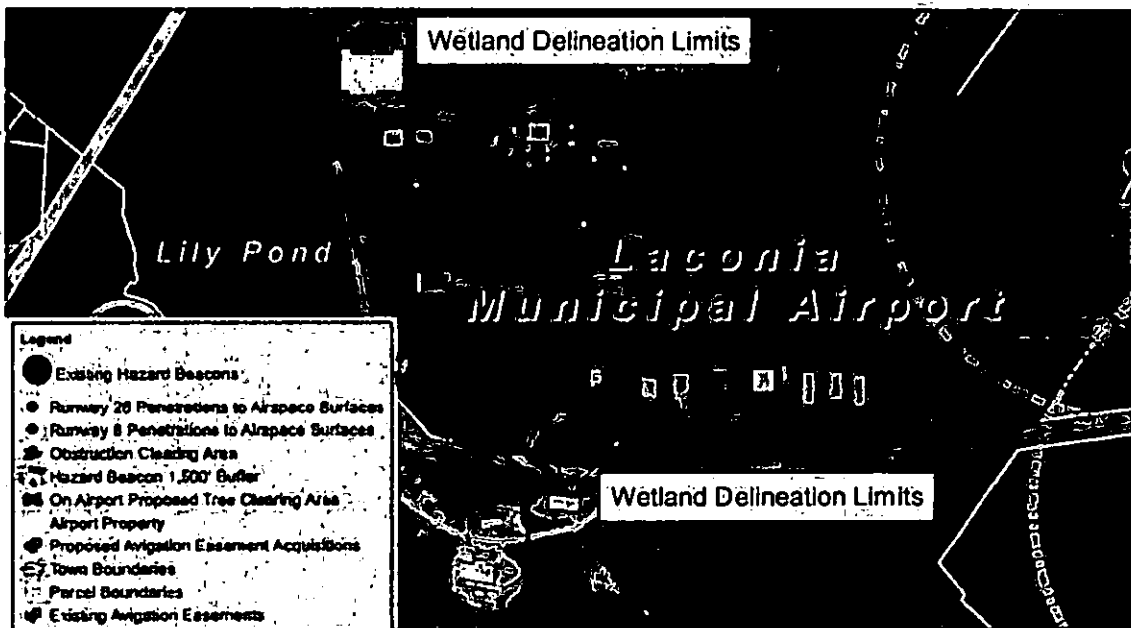
- Permit applications will be signed by the Airport. Permit application and mitigation fees will be paid by the Airport.
- Section 106 Consultation for cultural resource impacts will not be required. Archaeological and historic resource surveys are not included.
- Direct wetland impacts will be avoided and an ACOE Section 404 Permit will not be required.
- Jacobs will prepare plans for permit applications.

Please contact me at jriordan@gm2inc.com or 603-724-4950 if you have any questions or comments.

Sincerely,



Jennifer Riordan
Senior Environmental Scientist
GM2 Associates, Inc.



AMENDMENT #2

FEE ESTIMATE

for

REMOVE OBSTRUCTIONS - PHASE I - ON AND OFF AIRPORT

at

LACONIA MUNICIPAL AIRPORT

GILFORD, NH

SUMMARY		
ARTICLE A	Data Collection	\$20,799
ARTICLE B	Permitting & Design Documents	\$82,161
ARTICLE C	Bidding Support	\$6,393
ARTICLE D	Project Administration	\$9,300
ARTICLE E	Construction Administration	\$29,769
ARTICLE F	Resident Engineering (Part Time)	\$22,308
	TOTAL	\$170,731

ARTICLE A - DATA COLLECTION

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
A.1.1 Approach Analysis		2	40			42
A.1.2 Easement Analysis		2	10			12
A.1.3 Review of Existing Data		2	8			10
A.1.4 Owner Coordination Documents (8 Parcels by LCI; 3 Parcels by correspondence)		2	16	16	4	38
A.1.5 Land Owner Coordination Progress Meetings (assume 6 telephone meetings)		6	6			12
A.1.6 Abutter Coordination (30 abutters)		2	15		15	32
A.1.7 FAA Coordination		2	16			18
A.1.8 Quality Assurance	2	4				6
A.2.1 Archaeologist Hiring		2				2
A.2.2 Field Review			10			10
TOTAL HOURS	2	24	121	16	19	182
RATES	\$121.00	\$77.00	\$44.00	\$30.00	\$23.00	
PAYROLL	\$242.00	\$1,848.00	\$5,324.00	\$480.00	\$437.00	\$8,331.00

Expenses

Mileage @ \$0.58/mile	\$0
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$25
Total Expenses:	\$25

Subconsultants

Archaeology Survey	Price \$2,500
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PAYROLL	\$8,331
OVERHEAD (99.41%)	\$8,282
TOTAL PAYROLL FEE	\$16,613
PAYROLL PROFIT (10%)	\$1,661
EXPENSES	\$25
SUBCONSULTANTS	\$2,500

TOTAL FEE: \$20,799

No trips are assumed for this Article

ARTICLE B - PERMITTING & DESIGN DOCUMENTS

Tasks	Principal Engineer	Project Manager	Civil Engineer	CADD Tech	Administrative Support	TOTAL
B.1.1 Natural Resource Agency Coordination Meeting		2	6			8
B.1.2 Cultural Resource Agency Coordination (Section 106)						
a) File Review at DMR in Concord		2				2
b) Complete RPR Form and Submit to DOT		1	4			5
c) Attend one meeting at the DOT		2	2			4
d) Prepare Findings of No Affects Memorandum		1	4			5
B.1.3 Intergovernmental Review			4			4
B.1.4 Natural Heritage Bureau			2			2
B.1.5 US Fish and Wildlife			2			2
B.1.6 Alteration of Terrain Permit						
1) Application and Checklist		1	1			2
2) USGS Map				2		2
3) Design Narrative		2	4			6
4) NIDES Web GIS Print Outs			2			2
5) NHR Letter			1			1
6) Web Soil Survey Map			2			2
7) Aerial Photograph			1			1
8) Site Photographs			2			2
9) Ground Water Recharge Volume Calculations		2	4			6
10) BMP Worksheets		2	16			18
11) PE Stamped Drainage Analysis		2	24			26
12) Energy Dissipation Calculations			4			4
13) Site Specific Soil Survey Report			4			4
14) Infiltration Feasibility Report			4			4
15) Registration for Storm Water Infiltration to Groundwater			4			4
16) Inspection Maintenance Manual			4			4
17) Design Plans			2	8		10
18) Pre and Post Development Soil Plans			2	8		10
19) Pre and Post Development Drainage Area Plans			2	8		10
20) 100 year flood plain report			2			2
21) Attendance of one meeting with NIDES to discuss AoT Permit		4	4			8
B.1.7 Wetland Permit Application		2	16			18
B.1.8 Amended Site Plan Applications			8			8
B.1.9 Shoreland Permit Application		2	24			26
B.1.10 Obstruction Evaluation (OE/AAA) Form 7460			8			8
B.2.1 Construction Safety and Phasing Plan (CSPP)		2	12			14
B.2.2 Construction Plans:						
B.2.2.1 Title Sheet (1)				2		2
B.2.2.2 General Plan (1)			2	2		4
B.2.2.3 General Notes (1)			2	2		4
B.2.2.4 Safety and Phasing Plans (3)			2	16		18
B.2.2.5 Safety and Phasing Plans Notes and Details (1)			2	4		6
B.2.2.6 Maintenance of Traffic Plan (2)			2	8		10
B.2.2.7 Obstruction Clearing Plans (6)			4	48		52
B.2.2.8 Erosion and Sediment Control Plans (6)			4	48		52
B.2.2.9 Erosion and Sediment Control Notes and Details (2)			2	8		10
B.2.3 Technical Specifications			16			16
B.2.4 Front End Bidding Documents			16			16
B.2.5 Opinion of Probable Construction Costs			16			16
B.2.6 Engineer's Design Report			16			16
B.2.7 Bid Proposal			4			4
B.2.8 Submit FAA Form 7460			2			2
B.2.9 Quality Assurance	2	16				18
B.2.10 Submittal Preparation Distribution			2	4	4	10
B.2.11 Meetings						
B.14.1 Design Review Meeting		8	8			16
B.14.1 Public Meeting for Property Owners		6	12	4		22
	2	57	293	172	4	528
	\$121.00	\$77.00	\$44.00	\$30.00	\$23.00	
	\$242.00	\$4,389.00	\$12,892.00	\$5,160.00	\$92.00	\$22,775.00

Expenses

Mileage @ \$0.58/mile	\$209
Meals/Lodging:	\$0
Printing, Postage, etc.: (\$ sets at \$50/set + \$50 postage)	\$150
Total Expenses:	\$659

PAYROLL	\$22,775
OVERHEAD (99.41%)	\$22,641
TOTAL PAYROLL FEE	\$45,416
PAYROLL PROFIT (10%)	\$4,542
EXPENSES	\$659
SUBCONSULTANTS	\$31,545

Subconsultants

Permitting	Price
NIDES Wetlands Permit	\$15,410
NIDES Alteration of Terrain Permit	\$6,720
NIDES Shoreland Permit	\$9,415
	\$31,545

TOTAL FEE: \$82,161

Mileage by Task

Two (2) Design Meetings at the Airport	340
One (1) Public Meeting for Property Owners	120

ARTICLE C - BIDDING SUPPORT

Tasks:	Principal Engineer	Project Manager	Civil Engineer	CADD Tech	Administrative Support	TOTAL
C.1 Prepare Legal Notice			1			1
C.2 Document Distribution			2	2	4	8
C.3 Prebid Meeting		2	8	2		12
C.4 Prepare and Distribute Addenda (2 Assumed)		2	8	2		12
C.5 Attend Bid Opening		2	4			6
C.6 Review Bid Proposal & Bid Tabulation		1	4			5
C.7 Recommendation of Award	1	1	1			3
C.8 Conformed Construction Documents		1	2	8		11
TOTAL HOURS	1	9	30	14	4	58
RATES	\$121.00	\$77.00	\$44.00	\$30.00	\$23.00	
PAYROLL	\$121.00	\$693.00	\$1,320.00	\$420.00	\$92.00	\$2,646.00

Expenses

Mileage @ \$0.58/mile	\$139
Printing & Postage Bid Documents: Paid for by the Bidders to Jacobs	\$0
Printing & Postage Conf. Docs: 8 x \$50/set + \$50 psig	\$450
Paper Advertisement	

Total Expenses: \$589

Mileage by Task

C.3 (Round trip - Bedford to Gilford)	120
C.5 (Round trip - Bedford to Gilford)	120
	240

PAYROLL	\$2,646
OVERHEAD (99.41%)	\$2,630
TOTAL PAYROLL FEE	\$5,276
PAYROLL PROFIT (10%)	\$528
EXPENSES	\$589
SUBCONSULTANTS	\$0

TOTAL FEE: \$6,393

ARTICLE D - PROJECT ADMINISTRATION

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
D.1 Scoping Meeting		2	2			4
D.2 Develop Scope of Work	1	8	20			29
D.3 DBE Plan Update FY 2021-2023		2	16			18
D.4 NHDOT Grant Applications		2	8			10
D.5 Prepare Reimbursement Requests (3 assumed)		2	6			8
D.6 Project Management & Reporting		2				2
D.7 Project Closeout		2	4		4	10
TOTAL HOURS	1	20	56	0	4	81
RATES	\$121.00	\$77.00	\$44.00	\$30.00	\$23.00	
PAYROLL	\$121.00	\$1,540.00	\$2,464.00	\$0.00	\$92.00	\$4,217.00

Expenses

Printing & Postage

\$50

No travel expenses.

PAYROLL	\$4,217
OVERHEAD (99.41%)	\$4,192
TOTAL PAYROLL FEE	\$8,409
PAYROLL PROFIT (10%)	\$841
EXPENSES	\$50
SUBCONSULTANTS	\$0
TOTAL FEE:	\$9,300

ARTICLE E - CONSTRUCTION ADMINISTRATION

Tasks:	Principal-in-Charge	Project Manager	Project Engineer	CADD Tech.	Admin. Support	TOTAL
E.1 Prepare Notice-To-Proceed letter to contractor		1				1
E.2 Conduct pre-construction meeting		4	4			8
E.3 Review contractor's submittals/shop drawings		4	24			28
E.4 Prepare and submit FAA monthly construction progress reports			8			8
E.5 Review contractor periodic estimates		4	8			12
E.6 Review payrolls		2	12			14
E.7 Provide general administrative support		8	8			16
E.8 Prepare estimates and change orders		2	8			10
E.9 Conduct Final LIDAR Survey		2	4	16		22
E.10 Conduct punchlist meeting			8			8
E.11 Prepare As-built drawings		1	4	16		21
E.12 Prepare substantial completion certificate		1				1
E.13 Conduct quality reviews	1	4	2			7
TOTAL HOURS	1	33	90	32	0	156
RATES	\$124.63	\$79.31	\$45.32	\$30.90	\$23.69	
PAYROLL	\$124.63	\$2,617.23	\$4,078.80	\$988.80	\$0.00	\$7,809.46

Expenses

Mileage @ \$0.58/mile	\$139
Meals/Lodging:	\$0
Printing, Postage, etc.: 3 sets @ \$50/set +\$25 postage	\$175
Total Expenses:	\$314

Subconsultants

Tree Top Survey - Post Construction Quality Assurance	\$12,325
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Mileage by Task

E.2 (Round trip - Bedford to Gilford)	120
E.10 (Round trip - Bedford to Gilford)	120
	240

TOTAL PAYROLL **\$7,809**

OVERHEAD **99.4100%** **\$7,763**

PAYROLL COST **\$15,573**

FIXED FEE **10%** **\$1,557**

SUBCONSULTANTS **\$12,325**

EXPENSES **\$314**

TOTAL FEE: **\$29,769**

ARTICLE F - RESIDENT ENGINEERING

PART TIME

2021 Construction Season	Days		
	20	PART TIME	(8 week construction duration, 4 additional days for residential properties assumed)
Preparation & Final Inspection	2		
Total	22		

Resident Engineer:

						HOURS
Resident Engineer:						
Part Time Inspection	2	days per wk x 8 weeks	10	hrs per day	=	160
Additional days for Residential Properties	4	days	10	hrs per day	=	40
Pre-construction meeting					=	4
Post-field Close-Out					=	4
					Subtotal	208
	208	hrs @	\$45.32	/hr	=	\$9,427

EVIDENCE

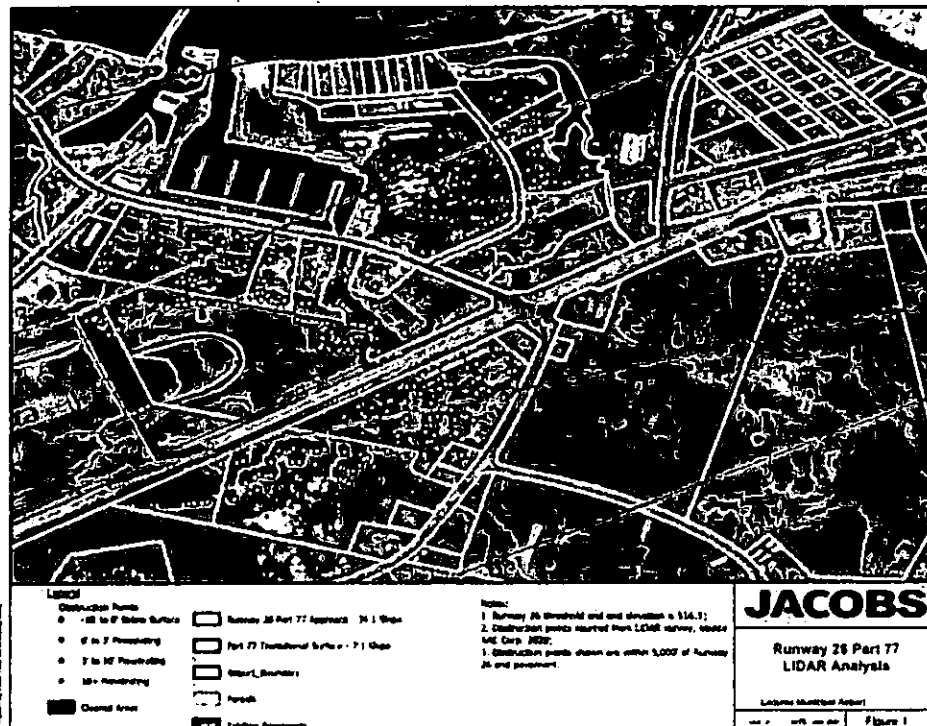
Expenses		TOTAL PAYROLL	\$9,427
Travel - 22 trips @ 60 miles/trip @ \$0.58/mile	\$1,531		
Misc. Supplies	\$100	OVERHEAD 99.41%	\$9,371
Total Expenses	\$1,631		
		PAYROLL COST	\$18,798
		FIXED FEE (10%)	\$1,880
		EXPENSES	\$1,631
		MATERIAL TESTING	\$0
		TOTAL	\$22,308

EXHIBIT A - SCOPE OF WORK
for
PREPARATION OF AN AERONAUTICAL STUDY
AT
LACONIA MUNICIPAL AIRPORT

I. GENERAL

The Laconia Airport Authority (LAA) is seeking a determination from the FAA for objects within 14 CFR Part 77 Approach and Transitional surfaces that constitute a hazard to air navigation at the Laconia Municipal Airport (LCI). The determinations provided by the FAA will inform the LAA of the need for aviation easements to obtain the rights to remove navigation hazards to the runway approaches. The FAA is the authority to define navigation hazards.

The Part 77 surface is selected as the source to identify the penetrations as the Part 77 surfaces cover the areas and varying slopes of other operational surfaces (i.e. TERPs, EB-99 threshold sighting, etc.). It is anticipated that the narrower and steeper operational surfaces will be used by the FAA to determine if the points presented in this study are hazards based on discussions with the NHDOT. Therefore, the numerous points shown below are intended to capture the study area as penetrations to the Part 77 surface but should not be construed as being hazards to navigation until the FAA provides their determinations. The initial Part 77 analysis is shown below.



Laconia Runway 26 (Black and white dots are penetrations to Part 77)



- A. Identify vegetative and manmade objects using the 2020 LIDAR data acquire under SBG-15 for areas within the 14 CFR Part 77 Approach and Transitional surfaces to an elevation where the surface is 100 feet above each runway threshold and no greater than 5,000 feet from each runway end (ref. FAA AIP Handbook Order 5100.38D, Table Q-4).
- B. Prepare drawings showing objects penetrating the Part 77 surface above overlaid onto the airport base map.
- C. Prepare a listing of objects to be evaluated with Northing, Easting and Elevation information.
- D. File an FAA Form 7460-1 via the FAA's Obstacle Evaluation/Airport Airspace Analysis (OE/AAA) website for the penetrations. Penetrations will be grouped into clusters by parcel. There are approximately 110 parcels that are in the study area. For each parcel penetrations will be identified around the perimeter of the parcel boundary and the greatest few penetrations within the 'body' of the parcel will be selected for submittal to the FAA.
- E. Analyze the FAA determinations and provide summary report for next steps related to obtaining aviation easements.

A - 2

following:

II. ARTICLE A – PROJECT SCOPING

Task A.1 Pre-scoping meeting

The Engineer will conduct one (1) meeting with the Airport Manager & NHDOT to discuss the scope of work for the project. The Engineer will prepare meeting minutes and distribute to those in attendance.

Task A.2 Prepare scope and fee

The Engineer will prepare and submit to the Airport Manager & NHDOT a proposed Scope and Fee (**Exhibit A**) for the work associated with this project.

ARTICLE A DELIVERABLES

Scope of work and fee estimate in PDF format.

III. ARTICLE B – DATA COLLECTION

Task B.1 – Develop Airspace Surfaces

The Engineer will develop the '3D' Part 77 Approach and Transitional surfaces to define the areas of data analysis. The surfaces will extend to where the elevation of the surface reaches 100 feet above the runway end elevation and is no more than 5,000 feet from each runway end per the FAA's AIP Handbook criterion.

Task B.2 – Update Mapping

The Engineer will remove the vegetation that is to be cleared as part of an on-going project (SBG-15 "Obstruction Removal Project Phase I Project") from the analysis dataset. These objects will be noted as a different color within the final mapping deliverable. Current easements from airport files and parcel property lines from town sources will also be added to the base map.

ARTICLE B Deliverables

A CADD/GIS file with the Part 77 Approach and Transitional airspace surfaces will be used in the below analysis and is available upon request.

IV. ARTICLE C – OBSTACLE SCREENING

The Engineer will identify obstacles (penetrations) to the airspace surfaces in Article B. The analysis will use the 2020 LiDAR data obtained from SBG-15 to identify the surface penetrations. Objects that are within 5,000 feet horizontally and 100 feet vertically above each runway end will be noted in an MS Excel spreadsheet and shown on a plan. The Engineer will note each objects position (Latitude, Longitude, Elevation) for submission to the FAA OE/AAA website.

Task C.1 – Obstacle Screening

The Engineer will perform an obstruction screening using the LIDAR data collected under Article B to determine the extent of vegetative and manmade penetrations to the Part 77 Approach and Transitional surfaces to Runways 8 & 26. The screening analysis will be performed with ArcGIS software.

Each parcel will be evaluated by selecting penetrating points nearest the perimeter of the parcel boundary as well as selecting the greatest penetrating points that define the 'body' of the parcel.

Task C.2 – Prepare Drawings, Conduct Meeting and Prepare Report

The Engineer will prepare plan drawings using ArcMap GIS (electronic pdf and 24"x36" sheets) for each runway end depicting the Part 77 Approach and Transitional surfaces and objects screen in the above task. A meeting will be conducted virtually to evaluate the selected penetrations with the Airport and the NHDOT to obtain concurrence with the points selected. A summary report (2 pages maximum) will be provided to describe the work effort and methodology.

ARTICLE C Deliverables

The Engineer will provide plans, data sets of selected penetrations and report in PDF format.

V. ARTICLE D – FILE POINTS AND EVALUATIONS**Task D.1 – File OE/AAA points**

The Engineer will create cases in the FAA's OE/AAA website for groups of points within each parcel identified under ARTICLE C. Each parcel is anticipated to be a case. A PDF map will be created by the engineer for each parcel to identify the parcel location and the points to be evaluated.

Task D.2 – Evaluate Determinations

The Engineer will review the FAA's determinations. Parcels with existing aviation easements will be analyzed to see if the FAA determinations can be completed by lowering the hazards in accordance with the existing aviation easement rights. The Engineer will prepare a map for each runway end with the parcels identified for aviation easements. The Engineer will tabulate the determinations by parcel in a project report.

ARTICLE D Deliverables

The Engineer will provide plans and report with determinations as described above in PDF format.

VI. ARTICLE E – PROJECT ADMINISTRATION

The Engineer 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. Project administration effort is related to the tasks included in this Scope of Work.

The specific items of work shall include:

1. The Engineer shall provide general administrative support and the resource management of the overall project. Generally, this task shall consist of, but is not limited to the following:
 - Consultation and advice to the LAA.
 - Project team coordination, project meetings, and conference calls.
 - Prepare and maintain a project schedule.
 - Coordinate the incorporation of this task into the SBG-15 project grant application.
 - Review financial operations of the Project, as required.
2. The Engineer shall perform quality reviews of all determinations and documentation performed or prepared as part of this project prior to distribution.

ARTICLE E Deliverables – Project Administration

Prepare and distribute internal and external correspondence, to include; letters, memorandums, facsimiles, telephone calls, and agency coordination.

VII. ATTACHMENTS

1. Exhibit A – Fee Schedule

Exhibit A
Fee Schedule

FEE Estimate - Aeronautical Study @ Laconia Municipal Airport
SBG 09-15-2020

Tasks:	Principal Engineer	Project Manager	Project Planner	CADD/GIS Tech	Administrative Support	TOTAL
Article A - Project Scoping						
A.1 - Pre-scoping Meeting	0	1	1	0	0	2
A.2 - Prepare Scope and Fee	1	2	4	4	0	11
Article B - Data Collection						
B.1 - Develop Airspace Surfaces	0	0	1	4	0	5
B.2 - Update Mapping	0	0	1	4	0	5
Article C - Obstacle Screening						
C.1 - Obstacle Screening	0	1	8	32	0	41
C.2 - Prepare Drawings, Conduct Meeting and Prepare Report	0	2	8	32	0	42
Article D - Prepare and Submit FAA Form 7460-1						
D.1 - File OE/AAA Cases (110 parcels)	0	1	4	32	0	37
D.2 - Evaluate Determinations	0	2	4	32	0	38
Article E - Project Administration						
E.1 - Project Administration		4	0	0	2	6
E.2 - Quality Reviews (3 deliverables)	2	8	2	0	0	12
TOTAL HOURS	3	21	33	140	2	199
RATES	\$95.00	\$78.00	\$65.00	\$35.00	\$25.00	
PAYROLL	\$285.00	\$1,638.00	\$2,145.00	\$4,900.00	\$50.00	\$9,018.00

Expenses

Mileage @ \$0.58/mile	\$0
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$0
Total Expenses:	\$0

PAYROLL	\$9,018
OVERHEAD (99.41%)	\$8,965
TOTAL PAYROLL FEE	\$17,983
PAYROLL PROFIT (10%)	\$1,798
EXPENSES	\$0
SUBCONSULTANTS	\$0

TOTAL FEE: \$19,781

No trips are assumed for this Article.



January 29, 2021

Mr. Marv Everson
Airport Manager
Laconia Municipal Airport
65 Aviation Drive
Gilford, NH 03249

RE: NPDES MSGP 2021 Update
Laconia Municipal Airport

Dear Marv,

GM2 Associates, Inc. (GM2) is pleased to provide this proposal to update Laconia Municipal Airport's Stormwater Pollution Prevention Plan (SWPPP) as required by the 2021 National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (2021 MSGP). The 2021 MSGP will become effective March 1, 2021.

GM2 will update the Airport's 2015 MSGP SWPPP to be in compliance with the 2021 MSGP. This will include updating the endangered species correspondence and revising the text to reflect any changes in the facility and the new MSGP. The site maps and appendices will also be updated as necessary. GM2 will prepare and submit the Notice of Intent (NOI) for coverage under the 2021 MSGP. The NOI will need to be certified by the Airport prior to submission to the EPA.

Proposed Fee

2021 MSGP SWPPP Update: \$5,870

Please note that fees are provided as lump sums and invoices will be submitted monthly based on percentage complete. Feel free to contact me at jriordan@gm2inc.com or 603-724-4950 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Riordan". The signature is written in a cursive, flowing style.

Jennifer Riordan
Senior Environmental Scientist
GM2 Associates, Inc.



July 31, 2020

Mr. John Pelletier, P.E.
Project Engineer
Jacobs Engineering Group, Inc.
2 Executive Park Drive, Suite 205
Bedford, NH 03110

RE: Construction Wetland Monitoring
Laconia Municipal Airport
Obstruction Removal – Phase 1
Project Number E2X73707

Dear Mr. Pelletier,

GM2 Associates, Inc. (GM2) is pleased to provide this proposal for wetland monitoring support during the construction phase of the Obstruction Removal Project at Laconia Municipal Airport (the Airport).

It is anticipated that the NHDES Wetlands Permit will require a post-construction monitoring report to document wetland conditions once tree clearing is complete. GM2 will conduct two site visits during tree clearing activities and two follow-up visits once work is complete. A summary report will be prepared to discuss the clearing activities and the post-construction site conditions. Photographs taken during the site visits will be included with the report.

GM2 will coordinate with Jacobs, the Airport, and the resource agencies during construction. This is expected to include status updates and submittal of a work start notification to NHDES. Attendance at two meetings at the Airport is also included.

It is assumed that, if required, preparation of a Stormwater Pollution Prevention Plan (SWPPP) and erosion and sediment control monitoring will be completed by others.

Lump Sum Fee: \$6,950

Invoices will be submitted monthly based on percentage complete.

Please contact me at jriordan@gm2inc.com or 603-724-4950 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Riordan". The signature is fluid and cursive, with the first name and last name clearly legible.

Jennifer Riordan
Senior Environmental Scientist
GM2 Associates, Inc.

Appendix 5

Airport Sponsor's Administrative Costs

GHD CONSULTING

36 Pinewood Drive, Stratham, NH 03885
Tel. 603.512.5994 • Fax. 603.772.6080 • Email: gdexter@comcast.net

June 5, 2020

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

Re: Independent Fee Estimate Consulting Services - Remove Obstructions - Phase I -
On and Off Airport - NHDOT SBG # 09-15-2020

Dear Mr. Everson:

This letter constitutes the entire agreement for GHD Consulting to provide the Laconia Airport Authority with independent fee estimating services using the Scope of Work (SOW) and blank fee schedule provided by Jacobs Engineering, Inc. (JGE) generated for subject project. This agreement includes the following independent estimating services related to the project:

Project Scope:

- Review the JGE generated Scope of Work and blank fee schedule for completeness and accuracy. Provide comments to the Laconia Airport Authority.
- Insert, in my opinion, reasonable numbers of work hours into the blank fee schedule to identify the effort required to complete each work task. Provide comments or suggestions as needed to clarify assumptions used in identifying the number of work hours for the tasks.
- Review and comment on Subconsultants' proposals attached to the SOW.
- Provide a cover letter for the independent fee estimate schedule that summarizes the work tasks for easy comparison to the Jacobs fee proposal, and any caveats to the independent fee estimate that may be necessary.

Project Schedule:

I will complete the IFE no later than June 26, 2020.

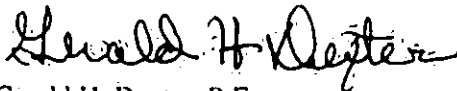
Project Fee:

My lump-sum cost for providing the independent estimating tasks is two thousand, five hundred, fifty and 00/100 dollars (\$2,550.) payable within thirty (30) calendar days following submission of my invoice (with the Independent Fee Estimate).

This document constitutes the entire agreement for providing the independent estimating services for this project. GHD Consulting and Gerald H. Dexter's liability for damages, if any, shall be limited to the Project Fee above for the preparation of the Independent Fee Estimate. If you agree with the terms and conditions of this proposal, please execute the agreement by signing below, and return an original to me as a Notice to Proceed.

Thank you for your consideration and the opportunity to assist you with this project. If you have any questions, please let me know at your convenience.

Yours truly,



Gerald H. Dexter, P.E.

I, Marv Everson, Laconia Airport Manager, have read and hereby agree to the above terms.

Accepted and approved by: Marv Everson

Date: 6/5/2020

Appendix 6
Permit Fees

(



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



August 24, 2020

LACONIA AIRPORT AUTHORITY
C/O MARV EVERSON
65 AVIATION DR
GILFORD NH 03249

Re: Notice of Acceptance of Wetlands Standard Permit Application (RSA 482-A)
NHDES File Number: 2020-02075
Subject Property: Various Locations, Gilford and Laconia, Tax Map #ROW, Lot #ROW

Dear Applicant:

The New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau received your application and supporting materials on August 21, 2020 for the above referenced property. We have reviewed your application package (including any subsequent submissions) in accordance with RSA 482-A:3, XIV; and found it to be administratively complete on August 24, 2020. Please verify the above information, including permit type and property information, and notify us if there are any errors.

The technical staff will review your application to verify that the application complies with all applicable statutes and administrative rules. As of this date, review of your application will be completed within one of the applicable timeframes: 30 days for a minimum impact expedited application, 50 days for projects involving less than one acre of jurisdictional impacts, or 75 days for all other projects. **Please note this is not a permit or authorization to begin work.** Should any additional information be required, the NHDES technical staff will be communicating with you and your agent through separate correspondence.

Status of your permit application is available on the NHDES website at <http://www4.des.state.nh.us/OneStop>. NHDES appreciates your commitment to comply with state environmental protection rules and laws.

If you have any questions regarding this Notice, please contact the NHDES Wetlands Bureau at (603) 271-2147.

Sincerely,

Application Receipt Center
Land Resources Management, Water Division

cc: GM2 Associates, Inc. c/o Jennifer Riordan
Laconia Municipal Clerk/Conservation Commission

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588
TDD Access: Relay NH 1 (800) 735-2964



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



August 24, 2020

GILFORD MUNICIPAL CLERK/CONSERVATION COMMISSION
47 CHERRY VALLEY RD
GILFORD NH 03249

Re: Notice of Acceptance of Wetlands Standard Permit Application (RSA 482-A)
NHDES File Number: 2020-02075
Subject Property: Various Locations, Gilford and Laconia, Tax Map #ROW, Lot #ROW

Dear Sir or Madam:

The New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau received an application and supporting materials on August 21, 2020 for the above referenced property. We have reviewed the application package (including any subsequent submissions) in accordance with RSA 482-A:3, XIV, and found it to be administratively complete on August 24, 2020. The application requests a permit for impacts to a jurisdictional wetland at the subject property. Please note this letter is not a permit or authorization to begin work.

Pursuant to RSA 482-A:11, III, if the municipal conservation commission, a local river management advisory committee, or the New Hampshire Rivers Council intends to investigate any notice received by it pursuant to RSA 482-A:3, it must submit written notification to NHDES by September 1, 2020. All comments should reference NHDES 2020-02075, and be directed to the following address:

NHDES WETLANDS BUREAU
29 HAZEN DR PO BOX 95
CONCORD NH 03302-0095

Please provide a copy of this Notice to all interested departments, boards and commissions. Also note that under current state law and regulations, NHDES is not authorized to consider local zoning and regulatory issues pertaining to a project; the issues must be addressed at the local level.

If you have any questions regarding this Notice, please contact the NHDES Wetlands Bureau at (603) 271-2147.



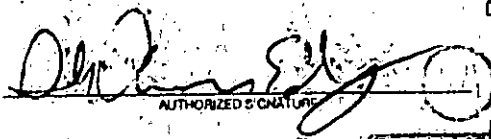
Sincerely,

Wetlands Bureau
Land Resources Management, Water Division

cc: Laconia Airport Authority, c/o Marv Everson ✓
GM2 Associates, Inc. c/o Jennifer Riordon
Laconia Municipal Clerk/Conservation Commission

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588
TDD Access: Relay NH 1 (800) 735-2964

NHDES Wetlands Permit Application Fee

LACONIA AIRPORT AUTHORITY 65 AVIATION DR. GILFORD, NH 03249-6680		 Bank of New Hampshire 54-7027/2117	2542
PAY TO THE ORDER OF <u>Treasurer - State of NH</u>		8/17/2020	\$ 25,908.00
Twenty-Five Thousand Nine Hundred Eight and 00/100		DOLLARS	
Treasurer - State of NH		  AUTHORIZED SIGNATURE	
MEMO: SBG-15 NH Wetlands Permit			

⑈002542⑈ ⑆211770271⑆ 851114348⑈

ACONIA AIRPORT AUTHORITY

Treasurer - State of NH

SBG-15 NH Wetlands Permit

8/17/2020

25,908.00

Bank of NH - Operatio SBG-15 NH Wetlands Permit

25,908.00

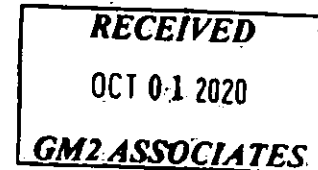


The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



September 28, 2020



GILFORD MUNICIPAL CLERK/CON COM
47 CHERRY VALLEY RD
GILFORD NH 03249

Re: Notice of Acceptance of Shoreland Permit Application (RSA 483-B)
NHDES File Number: 2020-02471
Subject Property: Various address, Gilford

Dear Sir or Madam:

Pursuant to RSA 541-A:39, please be advised that the New Hampshire Department of Environmental Services (NHDES) accepted an application on September 28, 2020 for the permit program and subject property referenced above.

The application requests a permit for impacts to jurisdictional shoreland at the subject property. A detailed technical review of the application package will be completed within the applicable timeframe: 30 days of receipt of an application for a permit or 30 days of receipt of an application for a permit that will require a waiver of the minimum standards of RSA 483-B:9.

Pursuant to RSA 483-B:5-b, IV-a and Env-Wq 1406.13(a), the applicant is required to have notified the municipality by certified mail and provided a completed and signed copy of the permit application. If you have not received the required information, please contact the applicant or their agent at the following address:

GM2 ASSOCIATES INC
197 LOUDON RD STE 310
CONCORD NH 03301

Please provide a copy of this notice to all interested departments, boards and commissions. Also note that under current state law and regulations, NHDES is not authorized to consider local zoning and regulatory issues pertaining to a project; these must be addressed at the local level.

If you have any questions, please contact the NHDES Shoreland Program at (603) 271-2147.

Sincerely,

Application Receipt Center
Land Resources Management, Water Division

cc: Laconia Airport Authority
Jennifer Riordan, GM2 Associates, Inc. ✓

LACONIA AIRPORT AUTHORITY

65 AVIATION DR
GILFORD NH 03249-6680

BANK OF NEW HAMPSHIRE
54 7027/2117

2570

9/23/20

PAY TO THE
ORDER OF

Treasurer, State of New Hampshire

\$1,007.60

One thousand seven and 60/100

DOLLARS

MEMO

SBG 15 Shoreland Permit Application



[Handwritten Signature]

AUTHORIZED SIGNATURE

002570 2117702711 851114348

LACONIA AIRPORT AUTHORITY

2570



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

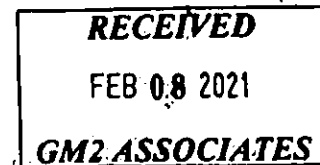


February 02, 2021

LACONIA AIRPORT AUTHORITY
65 AVIATION DR
GILFORD NH 03249

Re: NHDES File #2020-02075

Subject Property: Various Locations, Gilford, Tax Map #ROW, Lot #ROW



Dear Laconia Airport Authority:

The New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau has concluded its review of file #2020-02075. NHDES issues this approval notice to approve a waiver to Rule Env-Wt 807.01(b) for the permit to impact a total of 57,190 square feet (SF) of palustrine wetland, including 315 linear feet (LF) of perennial stream bed and banks (Black Brook and tributary) for the removal of obstructions to the protected airspace at Laconia Municipal Airport (LCI) in Gilford and Laconia, NH. The wetland impacts will result from the removal of trees and for equipment access. Temporary impacts include 52,815 SF and 315 LF. Compensatory mitigation includes a one-time payment of \$47,640.12 dollars into the Aquatic Resource Mitigation Fund ("ARM") to be deposited in the Pemigewasset-Winnepesaukee River Service Area.

The decision to approve this application was based on the following conditions being met:

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the revised plans and notes for Laconia Municipal Airport- Remove Obstructions-Phase I Controlled Properties On and Off Airport, Rev. 2 dated October 22, 2020 as received by the NH Department of Environmental Services (NHDES) on October 30, 2020.
2. The permit is contingent on submittal of a check in the amount of \$47,640.12 to the Aquatic Resource Mitigation Fund by the applicant as calculated per Env-Wt 803.07 and RSA 482-A:30.
3. The payment shall be received by NHDES by November 25, 2021 or NHDES will deny the application.
4. In accordance with Env-Wt 314.03, (a) The permittee shall notify the department in writing at least one week prior to commencing any work under the permit.
5. In accordance with Env-Wt 307.03(a), no activity shall be conducted in such a way as to cause or contribute to any violation of surface water quality standards specified in RSA 485-A:8 or Env-Wq 1700; ambient groundwater quality standards established under RSA 485-C; limitations on activities in a sanitary protective area established under Env-Dw 302.10 or Env-Dw 305.10; or any provision of RSA 485-A, Env-Wq 1000, RSA 483-B, or Env-Wq 1400 that protects water quality.
6. In accordance with Env-Wt 307.07, all development activities associated with any project shall be conducted in compliance with applicable requirements of RSA 483-B and Env-Wq 1400 during and after construction.
7. In accordance with Env-Wt 307.12(h), any trees cut in an area of authorized temporary impacts shall be cut at ground level with the shrub and tree roots left intact, to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area.
8. In accordance with Env-Wt 307.12(i), wetland areas where permanent impacts are not authorized shall be restored to their pre-impact conditions and elevation by replacing the removed soil and vegetation in their pre-construction location and elevation such that post-construction soil layering and vegetation schemes are as close as

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588

TDD Access: Relay NH 1 (800) 735-2964

practicable to pre-construction conditions.

9. In accordance with Env-Wt 307.11(b), limits of fill shall be clearly identified prior to commencement of work and controlled in accordance with Env-Wt 307.03 to ensure that fill does not spill over or erode into any area where filling is not authorized.
10. In accordance with Env-Wt 307.10(h), for logging projects, work shall be done to protect water quality in accordance with the New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations (Forestry BMPs).
11. All work shall be conducted and maintained in such a way as to protect water quality as required by Rule Env-Wt 307.03(a) through (h).
12. In accordance with Env-Wt 307.03(c)(3), water quality control measures shall be installed prior to start of work and in accordance with the manufacturer's recommended specifications or, if none, the applicable requirements of Env-Wq 1506 or Env-Wq 1508.
13. In accordance with Env-Wt 307.03(c)(4), water quality control measures shall be capable of minimizing erosion; collecting sediment and suspended and floating materials; and filtering fine sediment.
14. In accordance with Env-Wt 307.03(c)(5), water quality control measures shall be maintained so as to ensure continued effectiveness in minimizing erosion and retaining sediment on-site during and after construction.
15. In accordance with Env-Wt 307.03(c)(6), water quality control measures shall remain in place until all disturbed surfaces are stabilized to a condition in which soils on the site will not experience accelerated or unnatural erosion by achieving and maintaining a minimum of 85% vegetative cover using an erosion control seed mix, whether applied in a blanket or otherwise, that is certified by its manufacturer as not containing any invasive species; or placing and maintaining a minimum of 3 inches of non-erosive material such as stone.
16. In accordance with Env-Wt 307.03(d), any sediment collected by water quality control measures shall be removed with sufficient frequency to prevent the discharge of sediment; and placed in an upland location in a manner that prevents its erosion into a surface water or wetland.
17. In accordance with Env-Wt 307.03(c)(7), temporary water quality control methods shall be removed upon completion of work when compliance with Env-Wt 307.03(c)(6) is achieved.
18. In accordance with Env-Wt 307.05(e), to prevent the use of soil or seed stock containing nuisance or invasive species, the contractor responsible for work shall follow Best Management Practices for the Control of Invasive and Noxious Plant Species (Invasive Plant BMPs).
19. In accordance with Env-Wt 307.12(f), if any temporary impact area that is stabilized with seeding or plantings does not have at least 75% successful establishment of wetlands vegetation after 2 growing seasons, the area shall be replanted or reseeded, as applicable.
20. In accordance with Env-Wt 307.12(a), within 3 days of final grading or temporary suspension of work in an area that is in or adjacent to surface waters, all exposed soil areas shall be stabilized by seeding and mulching. If during the growing season; or mulching with tackifiers on slopes less than 3:1 or netting and pinning on slopes steeper than 3:1 if not within the growing season.
21. In accordance with Env-Wt 307.03(h), equipment shall be staged and refueled outside of jurisdictional areas (unless allowed) and in accordance with Env-Wt 307.15.
22. In accordance with Env-Wt 307.03(g)(1), the person in charge of construction equipment shall inspect such equipment for leaking fuel, oil, and hydraulic fluid each day prior to entering surface waters or wetlands or operating in an area where such fluids could reach groundwater, surface waters, or wetlands.
23. In accordance with Env-Wt 307.03(g)(2), the person in charge of construction equipment shall repair any leaks prior to using the equipment in an area where such fluids could reach groundwater, surface waters, or wetlands.

24. In accordance with Env-Wt 307.03(e), all exposed soils and other fills shall be permanently stabilized within 3 days following final grading.

The decision to approve this application was based on the following findings:

1. This is a Major Project per New Hampshire Administrative Rule Env-Wt 407.03, Table 407-1 having more than 10,000 square feet of impacts to jurisdictional area. The project includes impacts located within a designated prime wetland which qualifies as a Priority Resource Area (PRA).
2. The purpose of this project is to enhance safety for all aircraft operations at LCI by providing, to the maximum extent practicable, FAA protected airspace surfaces that are free of hazardous obstructions. This project is needed because there are numerous vegetative penetrations to the protected airspace surfaces that preclude night instrument operations by aircraft and higher than normal instrument approach minimums to Runway 8-26. The Airport is required to take appropriate action to comply with FAA obligations associated with receiving Federal grant funds that are enumerated in the FAA Sponsor Grant Assurances and FAA Order 5190.6B, Airport Compliance Manual.
3. The project proposes 57,190 square feet of impact to wetlands and 315 linear feet of impact to perennial stream bank. The wetland impacts will result from the removal of trees (conversion of forested wetland to scrub-shrub wetland) and from equipment access. Understory vegetation will remain undisturbed as much as possible. In sensitive areas adjacent to Black Brook, trees will either be cut by hand and left in place (accounted for in the permanent impact areas) or cut by hand and pulled out with a winch. In less sensitive wetland areas and upland areas, trees will be cut and removed with logging equipment.
4. The applicant has provided evidence which demonstrates that unavoidable impacts have been minimized per New Hampshire Administrative Rule Env-Wt 313.03. The tree clearing work within wetland areas will occur during the winter while the soil is frozen. No stump grinding or removal within wetlands is proposed. The use of swamp mats for equipment access through wetlands is not anticipated, although it could be necessary if not all wetland areas freeze completely. Within upland areas, trees will be cleared and removed and stumps will be ground. In addition, a few upland areas will be cleared and grubbed (stumps removed).
5. The project includes 26,095 square feet/315 linear feet of temporary impacts, and 3,925 square feet of permanent impacts located within the Town of Gilford designated Prime Wetland #2 (Wetland H). The Wetland H impact location is identified as a Priority Resource Area as well as a designated Prime Wetland. The applicant has identified the functions and values of the Prime Wetland and has addressed administrative rule requirements per Env-Wt 704.
6. The project was presented at several local conservation commission meetings and the Laconia Conservation Commission mentioned that they had recently completed a Geomorphic Assessment for Black Brook. The study identified several potential projects to improve Black Brook and the Commission asked if the mitigation fee could be directed toward one of these projects. After further discussion with the Laconia Conservation Commission, it was determined that they did not have landowner permission or design plans for these projects. Since the airport would like to conduct the tree clearing this winter, there is not enough time for the Commission to plan for one of these projects and it was decided that an ARM fund payment to NHDES would be the most appropriate option.
7. This approval is contingent on receipt by DES of a one-time payment of \$47,640.12 dollars into the Aquatic Resource Mitigation Fund ("ARM"). Based on discussions with NHDES during a meeting on October 20, 2020, and the USACE New England District Compensatory Mitigation Guidance (2016), the total permanent impacts to prime wetland need to be mitigated and the temporary prime wetland impacts associated with the conversion of either forested wetland to scrub-shrub wetland or scrub-shrub wetland to emergent wetland need to be mitigated at 15% of the standard amount. The impacts to nonprime wetland do not need to be mitigated. Based on these guidelines, the total amount of wetland impact that needs to be mitigated is 9,575 square feet.
8. Pursuant to RSA 482-A:11, IV(a), the NHDES shall not grant a permit unless it is able to specifically find based on clear and convincing evidence that the project will not result in the significant net loss of any values set forth in RSA

482-A:1. Based on the compensatory mitigation and the plans and protective conditions, the applicant has satisfied this requirement.

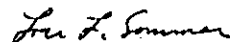
9. The applicant has submitted a Request for project review by the NH Division of Historical Resources. There were no archeological concerns identified within the project area. The review concluded 'no above ground inventory appears necessary per project details and location provided' dated July 30, 2020.

10. Per Rule Env-Wt 204.05(a), the department has granted a waiver to the requirement established in Rule Env-Wt 807.01(b) that will not extend the duration of the wetlands permit. Granting the waiver will not result in an avoidable adverse impact on the environment or natural resources of the state, including but not limited to jurisdictional areas and protected species or habitat / an avoidable adverse impact on public health or public safety / an impact on abutting properties that is more significant than that which would result from complying with the rule / a statutory requirement being waived, and any benefit to the public or the environment from complying with the rule is outweighed by the operational or economic costs to the applicant.

Any person aggrieved by this decision may appeal to the New Hampshire Wetlands Council (the Council) by filing an appeal that meets the requirements specified in RSA 482-A:10, RSA 21-O:14, and the rules adopted by the Council, Env-WtC 100-200. The appeal must be filed directly with the Council within 30 days of the date of this decision and must set forth fully every ground upon which it is claimed that the decision complained of is unlawful or unreasonable. Only those grounds set forth in the notice of appeal can be considered by the Council. Information about the Council is available at <http://nhec.nh.gov/> or <http://nhec.nh.gov/wetlands/index.htm>. Copies of the rules are also available from the NHDES Public Information Center at (603) 271-2975.

This permit is contingent on receipt of a one-time payment of \$47,640.12 to the NHDES Aquatic Resource Mitigation (ARM) Fund. If the payment is not received by NHDES by November 25, 2021, NHDES will deny the application. Please include a copy of this letter with the payment. If you have any questions, please contact me at (603) 271-4059 or lori.sommer@des.nh.gov.

Sincerely,



Lori Sommer
Wetlands Mitigation Coordinator
Land Resources Management, Water Division

cc: Gilford Municipal Clerk/Conservation Commission
GM2 Associates ✓

Appendix 7
Construction Costs

Jacobs

Jacobs No: E2X73707
 SBO No: SBO-09-15-2020
 Subject: Tabulation of Bid Values
 Date/Time: 1/21/21 @ 2:00 PM
 Airport: Laconia Municipal Airport
 Project: Obstruction Removal - Phase I

Prepared by: M. Bennett
 Reviewed by: J. Gorham

ITEM NO.	DESCRIPTION	BID QTY	UNIT	SK McDonald Company LLC		JNE Earth Mechanics, Inc.		Engineer's Estimate	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Base Bid	G-001-3 Haul Route	1	LS	\$52,000.00	\$ 52,000.00	\$145,000.00	\$ 145,000.00	\$7,500.00	\$ 7,500.00
	G-001-4 Construction Fencing	225	LF	\$5.00	\$ 1,125.00	\$5.00	\$ 1,125.00	\$1.00	\$ 225.00
	M-003-1 Survey (Base Bid)	1	LS	\$21,500.00	\$ 21,500.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
	C-102-1 Construction Entrance	4	EA	\$1,500.00	\$ 6,000.00	\$6,000.00	\$ 24,000.00	\$2,000.00	\$ 8,000.00
	C-102-2 Installation and Removal of Silt Fence	1,600	LF	\$5.00	\$ 8,000.00	\$5.00	\$ 8,000.00	\$2.00	\$ 3,200.00
	C-102-3 Installation and Removal of Straw Wattles	3,300	LF	\$5.50	\$ 18,150.00	\$5.00	\$ 16,500.00	\$1.50	\$ 4,950.00
	C-105-1 Mobilization	1	LS	\$20,000.00	\$ 20,000.00	\$45,000.00	\$ 45,000.00	\$33,585.00	\$ 33,585.00
	P-151-1 Clearing Only	2.60	AC	\$8,500.00	\$ 16,900.00	\$8,000.00	\$ 20,800.00	\$10,000.00	\$ 26,000.00
	P-151-2 Clearing & Stump Grinding	4.85	AC	\$8,500.00	\$ 41,225.00	\$12,000.00	\$ 58,200.00	\$11,000.00	\$ 53,350.00
	P-151-3 Clearing & Grubbing	0.50	AC	\$8,000.00	\$ 4,000.00	\$16,000.00	\$ 8,000.00	\$13,000.00	\$ 6,500.00
	P-151-4 Select Tree Removal	35	EA	\$500.00	\$ 17,500.00	\$800.00	\$ 21,000.00	\$2,000.00	\$ 70,000.00
	P-151-5 Retained Timber Allowance	1	AL	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00
	T-901-1 Seeding	0.50	AC	\$5,000.00	\$ 2,500.00	\$5,000.00	\$ 2,500.00	\$2,500.00	\$ 1,250.00
	T-901-2 Wetland Seeding	1.00	AC	\$5,000.00	\$ 5,000.00	\$6,500.00	\$ 6,500.00	\$3,000.00	\$ 3,000.00
	T-905-1 Topsoiling	300	CY	\$50.00	\$ 15,000.00	\$50.00	\$ 15,000.00	\$2.00	\$ 600.00
	T-906-1 Shrub Planting and Care - Speckled Alder (<i>Alnus Incana</i>)	60	EA	\$60.00	\$ 3,600.00	\$50.00	\$ 3,000.00	\$50.00	\$ 3,000.00
	T-906-2 Shrub Planting and Care - Highbush Blueberry (<i>Vaccinium Corymbosum</i>)	40	EA	\$60.00	\$ 2,400.00	\$50.00	\$ 2,000.00	\$50.00	\$ 2,000.00
	T-906-3 Shrub Planting and Care - Northern Arrowwood (<i>Viburnum Dentatum</i>)	60	EA	\$60.00	\$ 3,600.00	\$50.00	\$ 3,000.00	\$50.00	\$ 3,000.00
					\$ 253,500.00		\$ 404,625.00		\$ 251,180.00
Additive Alternate #1	G-001-3 Haul Route	1	LS	\$1.00	\$ 1.00	\$3,000.00	\$ 3,000.00	\$2,500.00	\$ 2,500.00
	M-003-2 Survey (Add Alt #1)	1	LS	\$2,500.00	\$ 2,500.00	\$1,500.00	\$ 1,500.00	\$5,000.00	\$ 5,000.00
	C-102-1 Construction Entrance	1	EA	\$1,500.00	\$ 1,500.00	\$6,000.00	\$ 6,000.00	\$2,000.00	\$ 2,000.00
	C-102-2 Installation and Removal of Silt Fence	700	LF	\$5.00	\$ 3,500.00	\$5.00	\$ 3,500.00	\$2.00	\$ 1,400.00
	C-102-3 Installation and Removal of Straw Wattles	850	LF	\$5.50	\$ 4,675.00	\$5.00	\$ 4,250.00	\$1.50	\$ 1,275.00
	P-151-1 Clearing Only	2.35	AC	\$3,000.00	\$ 7,050.00	\$4,000.00	\$ 9,400.00	\$10,000.00	\$ 23,500.00
	P-151-4 Select Tree Removal	4.00	EA	\$200.00	\$ 800.00	\$200.00	\$ 800.00	\$2,000.00	\$ 8,000.00
					\$ 20,026.00		\$ 28,450.00		\$ 43,675.00
Additive Alternate #2	M-003-3 Survey (Add Alt #2)	1	LS	\$2,000.00	\$ 2,000.00	\$3,000.00	\$ 3,000.00	\$5,000.00	\$ 5,000.00
	C-102-2 Installation and Removal of Silt Fence	250	LF	\$5.00	\$ 1,250.00	\$5.00	\$ 1,250.00	\$2.00	\$ 500.00
	P-151-1 Clearing Only	0.10	AC	\$30,000.00	\$ 3,000.00	\$30,000.00	\$ 3,000.00	\$10,000.00	\$ 1,000.00
	P-151-2 Clearing & Stump Grinding	0.15	AC	\$47,000.00	\$ 7,050.00	\$35,000.00	\$ 5,250.00	\$11,000.00	\$ 1,650.00
					\$ 13,300.00		\$ 12,500.00		\$ 8,150.00
Additive Alternate #3	G-001-1 Safety and Phasing	1	LS	\$4,000.00	\$ 4,000.00	\$1,000.00	\$ 1,000.00	\$10,000.00	\$ 10,000.00
	G-001-2 Contractor's Safety Plan Compliance Document	1	LS	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$10,000.00	\$ 10,000.00
	G-001-4 Construction Fencing	600	LF	\$5.00	\$ 3,000.00	\$5.00	\$ 3,000.00	\$1.00	\$ 600.00
	C-102-2 Installation and Removal of Silt Fence	1,800	LF	\$5.00	\$ 9,000.00	\$5.00	\$ 9,000.00	\$2.00	\$ 3,600.00
	P-151-1 Clearing Only	1.75	AC	\$4,500.00	\$ 7,875.00	\$5,000.00	\$ 8,750.00	\$10,000.00	\$ 17,500.00
	P-151-2 Clearing & Stump Grinding	2.25	AC	\$6,500.00	\$ 14,625.00	\$8,000.00	\$ 18,000.00	\$11,000.00	\$ 24,750.00
					\$ 39,500.00		\$ 40,750.00		\$ 66,450.00
Total (Base Bid, Additive Alternate #1, Additive Alternate #2, Additive Alternate #3)					\$ 328,326.00		\$ 488,325.00		\$ 369,435.00

