



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

January 31, 2018  
Bureau of Aeronautics

**REQUESTED ACTION**

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

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

**EXPLANATION**

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

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

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

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

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

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

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

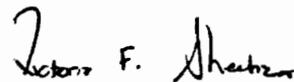
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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

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

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

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

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/tls  
Attachment:



U.S. Department  
of Transportation  
Federal Aviation  
Administration

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

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Date of Offer **AUG 02 2017**

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Block Grant Number N/A

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AIP Grant Number 3-33-SBGP-025-2017

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DUNS Number 808591697

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

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

**WHEREAS**, the State has submitted a Block Grant Application dated June 30, 2017 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

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

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

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

**CONDITIONS**

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

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

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

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

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
  - A. Assurances: Airport Sponsors (March 2014), or
  - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
  - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (1/24/2017).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with

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

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

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

**13. State Apportionment.**

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

**14. Trafficking In Persons.**

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

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

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

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

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

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

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

**21. Reporting Subgrants and Executive Compensation.**

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

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

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

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

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

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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

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

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

PART II - ACCEPTANCE

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

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

Executed this 4th day of August, 2017.

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

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

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

CERTIFICATE OF STATE'S ATTORNEY

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

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

Dated at Concord, NH (location) this 8 day of August, 2017.  
By: [Signature]  
(Signature of Sponsor's Attorney)

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

STATE OF NH  
DEPT OF JUSTICE



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**

**PART I – OFFER**

Date of Offer	<u>November 13, 2017</u>
Airport/Planning Area	<u>Laconia Municipal Airport</u>
State Block Grant Number	<u>SBG 09-13-2017</u>
DUNS Number	<u>86-856-4758</u>
TO:	<u>City of Laconia, New Hampshire/Laconia Airport Authority</u> (herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the State a Project Application dated October 4, 2017, for a grant of Federal and State funds for a project at or associated with the Laconia Municipal Airport, which as approved by the State, is included as part of this Grant Agreement; and

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

Construct, Mark, Light, and Sign Taxiway E Extension (approx. 2,300'x35'); Expand Itinerant Aircraft Parking Apron (approx. 496 SY); Remove and Replace a Portion of Existing Runway 8 Drainage System (approx. 50 LF) – Phase I (design, permit, bid)

which is more fully described in the Project Application.

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

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

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is **\$230,654.72**.

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

\$230,644.72 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 grant acceptance by the Sponsor.

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

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

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the State to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **December 13, 2017**, or such subsequent date as may be prescribed in writing by the State.

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

Sponsor unilaterally reducing the maximum obligation.

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

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

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

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

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

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

**21. Trafficking in Persons.**

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

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

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 9, 2017, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**23. Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

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

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

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

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

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

**28. Insurances.** The sponsor shall, at its sole expense, 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:

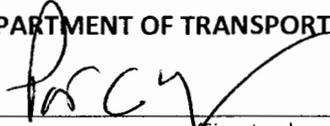
- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. The policies described in this section shall be the standard form employed in the State of New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

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

**30. DESIGN GRANT.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal and state funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the State has provided federal and state funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the State may suspend or terminate grants related to the design.

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  
\_\_\_\_\_  
(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: 3/27/18  
\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

Secretary of State

(Title)

**PART II - ACCEPTANCE**

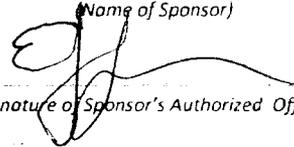
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with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

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

Executed this 25<sup>th</sup> day of January, 2018.

**Laconia Airport Authority**

*(Name of Sponsor)*



*(Signature of Sponsor's Authorized Official)*

**By: Edward Engler**

*(Typed Name of Sponsor's Authorized Official)*

**Title: Chairman, Laconia Airport Authority/Mayor, City of Laconia**

*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

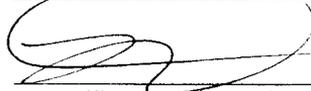
I, Paul Fitzgerald, acting as Attorney for the Sponsor do hereby certify:

*(Typed Name of Sponsor's Attorney)*

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

Dated at Laconia (location) this 25<sup>th</sup> day of January, 2018.

**By:**



*(Signature of Sponsor's Attorney)*

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

**CERTIFICATE OF VOTE**

I, Cheryl Hebert, do hereby certify that I am the City Clerk of the City of Laconia, a municipality in the State of New Hampshire, county of Belknap, in the United States of America. I do further certify that Edward Engler, is Mayor of the municipality and is duly authorized by vote of the City Council to execute and deliver on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the City of Laconia on the following date: January 22, 2018.

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 26<sup>th</sup> day of January, 2018.

Cheryl M Hebert  
Signature

SEAL

City Clerk

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

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the State of New Hampshire, county of Belknap, upon this date January 26, 2018, appeared before me Mary Huntoon, 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.

Mary Huntoon  
Signature of Notary or Justice of the Peace

Mary Huntoon, Notary Public

SEAL

\_\_\_\_\_  
Name of Notary or Justice of the Peace  
**MARY ALICE HUNTOON**  
**NOTARY PUBLIC**  
**State of New Hampshire**  
**My Commission Expires**  
**June 29, 2021**  
\_\_\_\_\_  
Date of Expiration of Commission

November 16, 2017

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

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

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

**DESCRIPTIVE SCHEDULE**

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

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

Aggregate limits shown may have been reduced by paid claims.

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

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

CHUBB

November 16, 2017

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

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

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

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

By Carol A. Orgeron  
(Authorized representative)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2018

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 CIRT_Support@jacobs.com 777 S. Figueroa Street  Los Angeles, CA 90017-5822	1-212-948-1306  CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Jacobs Engineering Group Inc.  C/O Global Risk Management 600 Wilshire Blvd., Suite 1000 Los Angeles, CA 90017	FAX (A/C, No): 1-212-948-1306  INSURER A: ACE AMER INS CO 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

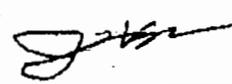
CERTIFICATE NUMBER: 51974616

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL LIABILITY</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G27865069	07/01/17	07/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H09055964	07/01/17	07/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C49115581 (AOS) SCF C49115623 (WI) WCU C49115611 (LA, OH, TX)	07/01/17	07/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 250,000

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

<b>CERTIFICATE HOLDER</b>  Laconia Airport Authority  6 ortion Drive  Gilford, NH 03249  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
01/30/2018

NAME OF INSURED: Jacobs Engineering Group Inc.

## PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT

Named Insured Jacobs Engineering Group, Inc.			Endorsement Number 156
Policy Symbol HDO	Policy Number G27865069	Policy Period 07/01/2017 TO 07/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

*(name and address of additional insured)*

State of New Hampshire Department of Transportation

**ADDITIONAL INSURED**

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

**PRIMARY INSURANCE**

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

**CANCELLATION CLAUSE**

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

**SEVERABILITY OF INTEREST**

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

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

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



\_\_\_\_\_  
Authorized Agent

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

Named Insured Jacobs Engineering Group, Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H09055964	Policy Period 07/01/2017 TO 07/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

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Authorized Representative

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

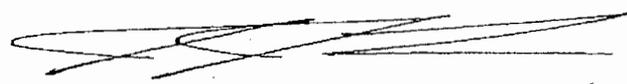
Named Insured JACOBS ENGINEERING GROUP, INC. 600 WILSHIRE BOULEVARD, SUITE 1000 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR      Number: C49115581
Policy Period 07-01-2017 <b>TO</b> 07-01-2018	Effective Date of Endorsement 07-01-2017
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

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

All other terms and conditions of this Policy remain unchanged.

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



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

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

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

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

NH SBG-09-13-2017

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

Laconia Municipal Airport

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

02-0443324

\* c. Organizational DUNS:

8685647580000

**d. Address:**

\* Street1:

65 Aviation Drive

Street2:

\* City:

Gilford

County/Parish:

Belknap

\* State:

NH: New Hampshire

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

03249-6808

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Mr.

\* First Name:

Marv

Middle Name:

\* Last Name:

Everson

Suffix:

Title:

Airport Manager

**Organizational Affiliation:**

Laconia Municipal Airport

\* Telephone Number:

603-524-5003

Fax Number:

603-528-0428

\* Email:

marv.everson@laconiaairport.com

**Application for Federal Assistance SF-424**

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

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

Federal Aviation Administration

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

20.106

CFDA Title:

Airport Improvement Program

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

20.106

\* Title:

Airport Improvement Program

**13. Competition Identification Number:**

Title:

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

Gilford - Belknap - New Hampshire.PNG

Add Attachment

Delete Attachment

View Attachment

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

Phase I design only for 1) Construct extension of Taxiway E; 2) Expand Itinerant Aircraft Parking Apron; and 3) Improve Existing Runway 8 Drainage.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="218,515.00"/>	✓
* b. Applicant	<input type="text" value="12,139.72"/>	✓
* c. State	<input type="text" value="12,139.72"/>	✓
* 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="242,794.44"/>	✓

*[Handwritten signature]*

**\* 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

Add Attachment

Delete Attachment

View Attachment

**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:

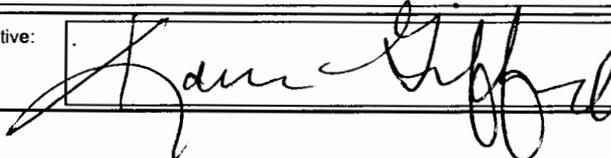
\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:



**PART II - SECTION B**

**Certification Regarding Lobbying**

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

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

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

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

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

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

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

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

None.

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

None.

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

Yes. CIP and 2015 Master Plan Update.

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

Not Applicable. This project does not affect the community.

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

The Laconia Airport Authority has been notified about the project.

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

Not Applicable.

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

Not Applicable.

**PART II – SECTION C (Continued)**

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

None.

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

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

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

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

Not Applicable. No land acquisition required for the project.

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

Not Applicable. No land acquisition required for the project.

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

**PART III – BUDGET INFORMATION – CONSTRUCTION**

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

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 11,451
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			231,343
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 242,794
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			242,794
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			0
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 242,794
19. Federal Share requested of Line 18			218,514
20. Grantee share			12,140
21. Other shares			12,140
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 242,794

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

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	12,140
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	<b>\$ 12,140</b>
25. Other Shares	Amount
a. State	12,140
b. Other	
c. <b>TOTAL - Other Shares</b>	<b>\$ 12,140</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 24,280</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<p>FAA Form 5100-100 does not allow cents and rounds the values to the nearest dollar.</p>

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

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

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

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

**Laconia Municipal Airport**  
**Gilford, NH**

SBG-09-13-2017

**GENERAL PROJECT DESCRIPTION**

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

**DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS**

**ADMINISTRATION EXPENSE:**

The grant includes administrative expenses as follows: video inspection of the failed Taxiway A drainage, the independent fee estimates (IFE), NHDES Alteration of Terrain permit fee, Town of Gilford Site Plan application fee and 'rounding' monies added to bring the Federal share to a whole dollar value.

**ARCHITECTURAL ENGINEERING BASIC FEES:**

The grant includes fees for design, permitting & bidding. See Appendix 4 for the scopes and fees.

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

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

**Grant Assurances** – See Appendix 2.

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

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

The project costs are summarized below:

Administration Expense (Drainage Video a portion of the Runway 8 drainage) .....	\$2,250.00
Administration Expense (Independent Fee Estimate) .....	\$4,000.00
Administration Expense (NHDES Alteration of Terrain Permit Fee) .....	\$5,000.00
Administration Expense (Town of Gilford Site Plan Application) .....	\$200.00
Administration Expense ('Rounding' monies) .....	\$1.44
Architectural Engineering Basic Fees (Jacobs Engineering: Design, Permit and Bidding) .....	\$231,343.00
<b>TOTAL .....</b>	<b>\$242,794.44</b>

The project funding shall be broken out as described below:

Federal Share (90%) .....	\$218,515.00
Sponsor Share (5%) .....	\$12,139.72
State Share (5%) .....	\$12,139.72
<b>TOTAL .....</b>	<b>\$242,794.44</b>

PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)

Design .....	Spring 2017
Bidding.....	Spring 2017
Construction .....	Fall 2017

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

The Airport has an FAA approved goal of 1.65%.

**Statement on User Coordination:**

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

**Intergovernmental Review:**

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

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

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

**Environmental Status:**

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

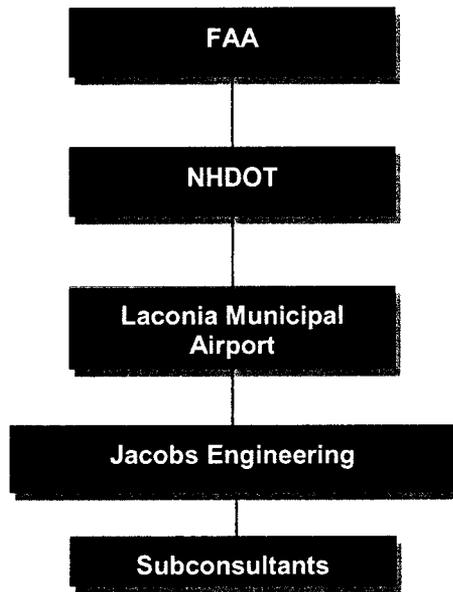
**Exhibit “A” Statement:**

The Exhibit “A” Property Map dated April 24, 2017 is attached in Appendix 5.

# Laconia Municipal Airport

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

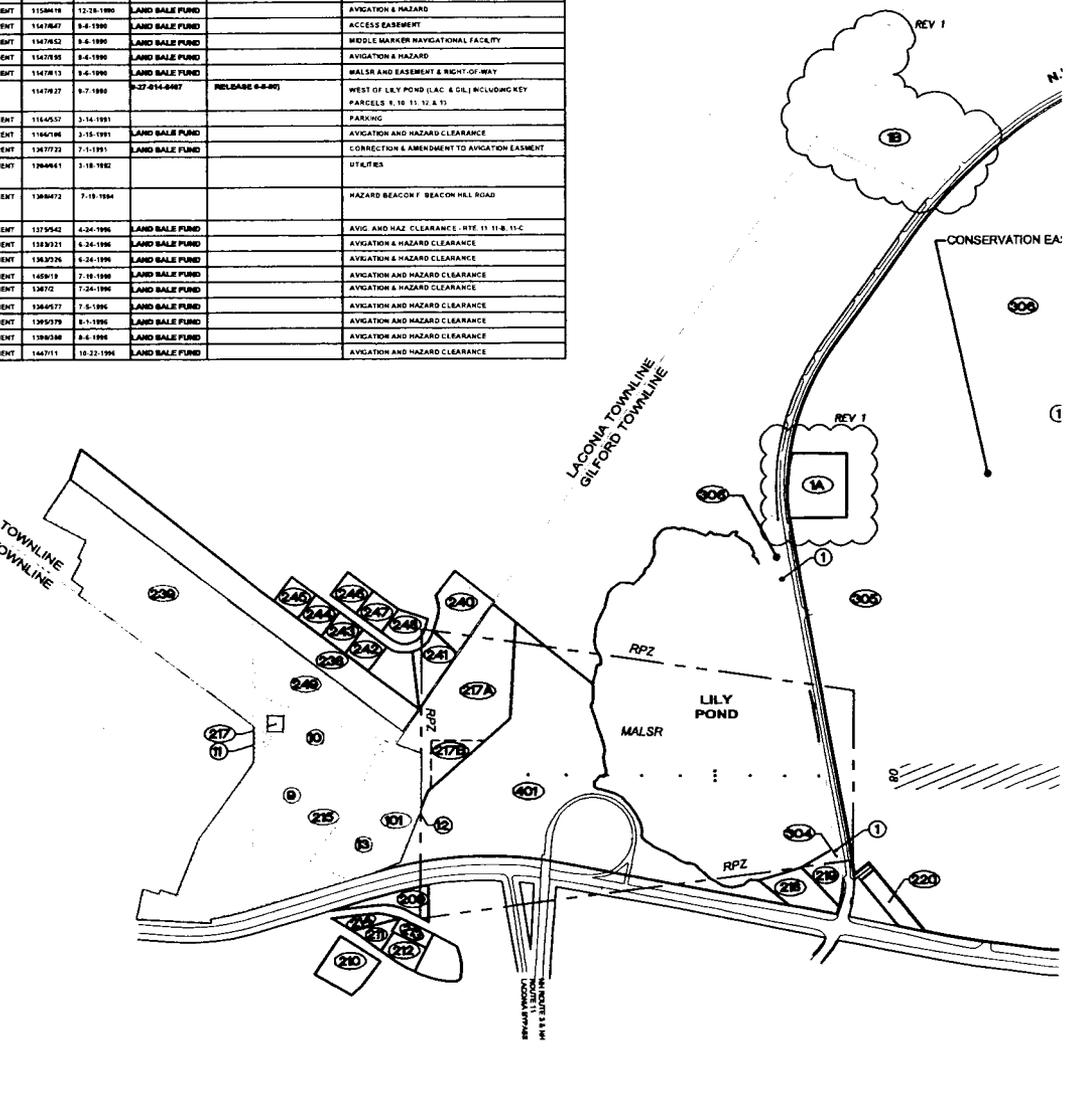
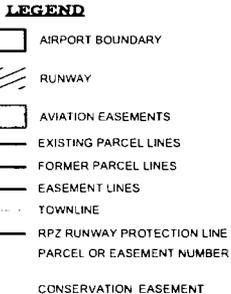
Grant #SBG-09-13-2017  
Project Organizational Chart





KEY	GRANTOR	GRANTEE	TM LOT #	INST.	B.C.R.D.	DATE	FAA PROJECT #	LAND RELEASE FAA APPROVAL DATE	REMARKS
1	CITY OF LACONIA LACONIA AIRPORT AUTHORITY (S.A.A.)	LAA CITY OF LACONIA L.A.A.	214-538-180 14-538-180 14-538-180	(O.C.) DEED FEE LEASE	25978 36478 46027	7-31-1962 7-14-1955 9-9-1955	0-004-27-8 0-27-416-9102		MAIN PARCEL MAIN PARCEL MAIN PARCEL
252	ROYAL W. SMITH	L.A.A.	212-951-889 A 212-959-000	EASEMENT	33566	9-17-1951	0-27-416-9102		HAZARD BEACON C
253	CHARLOTTE RIMBALL	L.A.A.	242-371-900	RIGHT OF WAY EASEMENT	32936	12-17-1951	0-27-416-9102		HAZARD BEACON H
254	JOSEPH LARRANCE MICHAEL J. WADE	L.A.A. CITY OF LACONIA	213-802-888 213-802-888	EASEMENT EASEMENT	35528 112529	1-4-1952 11-17-1988	0-27-416-9102		HAZARD BEACON F BEACON HILL ROAD & R.O.W. RELOCATION
3	MARGARET J. FRANCH	CITY OF LACONIA	214-538-190	FEF	36477	9-30-1955	0-27-416-9104		1955 E W RUNWAY EXTENSION
7	ANNE E. BOUHE	CITY OF LACONIA	214-538-190	FEF	36546	9-30-1955	0-27-416-9104		1955 E W RUNWAY EXTENSION
5	H. LESLIE CURTIS & RUTH S. CURTIS	CITY OF LACONIA	214-538-190	FEF	36548	10-1-1955	0-27-416-9104		1955 E W RUNWAY EXTENSION
2	ALTON I. MILLER	CITY OF LACONIA	214-538-190	FEF	36747	11-8-1955	0-27-416-9104		1955 E W RUNWAY EXTENSION
4	JAMES R. BROWN AND SONS, INC.	CITY OF LACONIA	214-538-190	FEF	36743	11-25-1955	0-27-416-9104		1955 E W RUNWAY EXTENSION
6	BOSTON AND MAINE RAILROAD	CITY OF LACONIA	214-538-190	FEF	37477	7-5-1956	0-27-416-9104		1955 E W RUNWAY EXTENSION
281	HARRY D. BEAN	CITY OF LACONIA	228-422-800	EASEMENT	42091	8-5-1952	0-27-416-9407		HAZARD BEACON E, SALT MARCH POND ROAD & R.O.W. RELOCATION
9	THOMAS MITCHELL	CITY OF LACONIA	213-823-800	FEF	42098	11-18-1953	0-27-416-9407		WEST OF LILY POND CORRECTIVE DEED
251	LAWRENCE W. & RHEA GULD	CITY OF LACONIA	241-678-800	EASEMENT	43418	8-18-1963	0-27-416-9407		HAZARD BEACON A
18	ROGER G. & EVELYN L. PETERSON	CITY OF LACONIA	282-241-1	FEF	43751	11-22-1963	0-27-416-9407		WEST OF LILY POND (LACONIA)
202	SUSIE & WARREN JONES PRL REALTY	CITY OF LACONIA CITY OF LACONIA	240-674-801 240-674-811	EASEMENT EASEMENT	43411 8845	7-23-63 10-1-1984	0-27-416-9407 0-33-0000-03		HAZARD BEACON B CURTIS ROAD
204	H. LESLIE & RUTH S. CURTIS	CITY OF LACONIA	240-674-801	EASEMENT	43409	7-23-63	0-27-416-9407		EASEMENT FOR HAZARD BEACON B UTILITIES
284	BELKNAP COUNTY	CITY OF LACONIA	240-674-801	EASEMENT	43299	8-26-1968	0-33-0000-02		EASEMENT FOR HAZARD BEACON B UTILITIES
284	BELKNAP COUNTY	CITY OF LACONIA	264-133-800	EASEMENT	85255	11-22-63	0-27-416-9407	DECOMMISSIONED 433-81	HAZARD BEACON C MOUNT ROWE
284	BELKNAP COUNTY	CITY OF LACONIA	264-136-800	AGREEMENT NOT RECORDED	85255	8-26-1964	0-33-0000-03		
201	ALTON I. MILLER	CITY OF LACONIA	234-928-800	EASEMENT	44222	7-11-1964	0-27-416-9407		HEIGHT RESTRICTION
11	WARNER B. PLUMBER & GOODINGS CRANE & EQUIPMENT SERVICE CORP.	CITY OF LACONIA	213-823-800	FEF	44826	12-31-1964	0-27-416-9407		WEST OF LILY POND
203	SYLVIA WOODHILL JOHN F. & ESTHER WREKS JAMES & ELIZABETH TDD	CITY OF LACONIA CITY OF LACONIA CITY OF LACONIA	224-618-800 224-618-800 224-618-800	EASEMENT EASEMENT EASEMENT	44236 82768 83266	1-4-65 8-21-1964 9-27-1964	0-27-416-9407 0-33-0000-03 0-33-0000-03		HAZARD BEACON D GUNSTOCK HILL ROAD
221A	BELKNAP DEV. CORP.	CITY OF LACONIA	223-538-800	EASEMENT	461765	6-1-1964	0-27-416-9409		AVIGATION AND RIGHT-OF-WAY
221B	BELKNAP DEV. CORP.	CITY OF LACONIA	223-548-800	EASEMENT	461765	6-1-1964	0-27-416-9409		AVIGATION AND RIGHT-OF-WAY
221C	BELKNAP DEV. CORP.	CITY OF LACONIA	223-541-800	EASEMENT	461765	6-1-1964	0-27-416-9409		AVIGATION AND RIGHT-OF-WAY
221D	BELKNAP DEV. CORP.	CITY OF LACONIA	226-583-800	EASEMENT	461765	6-1-1964	0-27-416-9409		AVIGATION AND RIGHT-OF-WAY
222	ALTON I. MILLER	CITY OF LACONIA	234-989-800	EASEMENT	49215	8-14-1967	0-27-416-9409		HAZARD BEACON L MEADOWBROOK LAKE
224	ARTHUR TILTON	CITY OF LACONIA	234-981-800	EASEMENT	49812	10-28-1976	0-33-0000-06		AVIGATION AND HAZARD CLEARANCE
8	TREVOR FAMILY TRUST	CITY OF LACONIA	224-822-800	FEF	81158	1-27-1966	0-33-0000-04		EAST OF 1955 E W RUNWAY EXTENSION
285	CITY OF LACONIA METIST CO & ASCANAL	CITY OF LACONIA	214-538-190	EASEMENT	93679	6-5-1966	0-27-416-9407		UTILITIES EASEMENT NORTH OF RUNWAY/EAST OF RTE 110
248	COMPOSITE INC	CITY OF LACONIA	279-321-4	EASEMENT	1844975	2-29-1988	0-33-0000-04		AVIGATION AND HAZARD
241	COMPOSITE INC	CITY OF LACONIA	279-321-7	EASEMENT	1844975	2-29-1988	0-33-0000-04		AVIGATION AND HAZARD
217A	RAYMOND CARVE	CITY OF LACONIA	214-661-801	EASEMENT	1881722	10-28-1989	0-33-0000-04		AVIGATION AND HAZARD
12	HEMS OF FLORENCE COLE QUINBY & CANDACE E. QUINBY-MAYNARD	CITY OF LACONIA	282-241-1	COURT DECREE	1123244	10-28-1989	0-27-416-9407		WEST OF LILY POND (LACONIA)
13	CARVE	CITY OF LACONIA	213-823-800	FEF	1447928	8-4-1990	LAND SALE PURD		PARCEL A, WEST OF LILY POND
201	FLORENCE M. CUMMINS	CITY OF LACONIA	213-807-800	EASEMENT	1528478	12-28-1990	LAND SALE PURD		AVIGATION & HAZARD
215	GILFORD RTE. 11 REALTY TRUST	CITY OF LACONIA	213-823-800	EASEMENT	1547847	8-4-1990	LAND SALE PURD		ACCESS EASEMENT
215	GILFORD RTE. 11 REALTY TRUST	U.S.A.	213-823-800	EASEMENT	1547852	8-4-1990	LAND SALE PURD		WORLD BANKER NEGOTIATIONAL FACILITY
215	GILFORD RTE. 11 REALTY TRUST	CITY OF LACONIA	213-823-800	EASEMENT	1547930	8-4-1990	LAND SALE PURD		AVIGATION & HAZARD
217B	RAYMOND CARVE	CITY OF LACONIA	214-661-801	EASEMENT	1547815	8-4-1990	LAND SALE PURD		WALKER AND EASEMENT & RIGHT-OF-WAY
161	CITY OF LACONIA	GILFORD ROUTE 11 REALTY TRUST	213-823-800	FEF	1547827	8-7-1990	0-27-416-9407	RELEASE 8-8-90	WEST OF LILY POND (LAC & CIL) INCLUDING KEY PARCELS 1, 10, 11, 12, & 13
304	CITY OF LACONIA & L.A.A.	FOUNDER ASSOC	214-538-190	EASEMENT	1164537	3-14-1991	LAND SALE PURD		PARKING
219	FOUNDER ASSOCIATES	CITY OF LACONIA	214-538-190	EASEMENT	1164796	3-15-1991	LAND SALE PURD		AVIGATION AND HAZARD CLEARANCE
315	GILFORD RTE. 11 REALTY TRUST	CITY OF LACONIA	213-823-800	EASEMENT	1387723	7-1-1991	LAND SALE PURD		CORRECTION & AMENDMENT TO AVIGATION EASEMENT
303	CITY OF LACONIA & L.A.A.	NETAT CO & P&C INC	214-538-190	EASEMENT	1784441	3-18-1992	LAND SALE PURD		UTILITIES
288	MICHAEL J. & SANDRA WARE	PUBLIC SERVICE CO CITY OF LACONIA L.A.A.	213-802-800	EASEMENT	1388473	7-19-1994	LAND SALE PURD		HAZARD BEACON F BEACON HILL ROAD
461	STATE OF NH	CITY OF LACONIA	213-816-800	EASEMENT	1375542	4-24-1996	LAND SALE PURD		AVIG. AND HAZ. CLEARANCE, RTE 11 N. 11-C
311	ANNETTE BRETON	CITY OF LACONIA	213-816-800	EASEMENT	1383221	6-24-1996	LAND SALE PURD		AVIGATION & HAZARD CLEARANCE
311	ANNETTE BRETON	CITY OF LACONIA	213-816-800	EASEMENT	1383224	6-24-1996	LAND SALE PURD		AVIGATION & HAZARD CLEARANCE
319	JANNE M. WOODMAN	CITY OF LACONIA	279-321-28	EASEMENT	145919	7-19-1999	LAND SALE PURD		AVIGATION AND HAZARD CLEARANCE
214	DANIEL S. & ANGELA M. HALL	CITY OF LACONIA	213-829-800	EASEMENT	134702	7-24-1996	LAND SALE PURD		AVIGATION & HAZARD CLEARANCE
345	ALICE F. HILL	CITY OF LACONIA	279-321-42	EASEMENT	1344977	7-5-1996	LAND SALE PURD		AVIGATION AND HAZARD CLEARANCE
346	JOHN D. & PRISCILLA CROCKETT	CITY OF LACONIA	279-321-48	EASEMENT	1389379	8-1-1996	LAND SALE PURD		AVIGATION AND HAZARD CLEARANCE
244	BRUCE A. & PRISCILLA CROCKETT	CITY OF LACONIA	279-321-11	EASEMENT	1388380	8-4-1996	LAND SALE PURD		AVIGATION AND HAZARD CLEARANCE
238	HARVEY DONALDSON	CITY OF LACONIA	278-241-28	EASEMENT	1447111	10-22-1996	LAND SALE PURD		AVIGATION AND HAZARD CLEARANCE

KEY	GRANTOR	GRANTEE	TM LOT #	INST.	B.C.R.D.	DATE
218	WEE F. LEROUX	CITY OF LACONIA	213-815-800	EASEMENT	1432468	8-21-1998
220	FLOYD & EVELYN MOODY	CITY OF LACONIA	214-538-800	EASEMENT	1378485	10-30-1998
213	ERNESTINE H. HURO	CITY OF LACONIA	213-819-800	EASEMENT	1431485	11-11-1998
242	ROBERT A. & BARBARA S. HEAD RAY LEWIS	CITY OF LACONIA	279-321-9	EASEMENT	1386188	11-4-1998
247	CARL & LILLIAN BOUCHER	CITY OF LACONIA	279-321-19	EASEMENT	1447703	12-8-1997
248	MR. & MRS. ASSOC. INC.	CITY OF LACONIA	279-321-28	EASEMENT	1467958	2-31-1998
243	DREW & NANCY MCKEN	CITY OF LACONIA	279-321-18	EASEMENT	1463861	4-16-1998
218	DAVE METZ	CITY OF LACONIA	214-662-800	EASEMENT	1478964	5-19-1999
218	DAVE METZ	CITY OF LACONIA	214-662-800	EASEMENT	1477966	5-19-1999
212	RACHEL ROMPREY	CITY OF LACONIA	213-819-800	EASEMENT	1539264	10-29-1997
249	RIE FAMILY TRUST SILVERDA INDUSTRIAL PARK CONDO ASSOCIATION	CITY OF LACONIA	223-581-800	EASEMENT	1526463	2-8-2000
221	WILLIAM M. FAY	CITY OF LACONIA	224-615-800	EASEMENT	1602947	2-22-2000
221	BREK & CHRISTOPHER B. GAGNON	CITY OF LACONIA	224-615-800	EASEMENT	1609807	2-27-2000
217	FORT SMITH INDUSTRIES LIMITED PART.	CITY OF LACONIA	224-615-800	EASEMENT	1609807	2-27-2000
226	PHILIP W. & WAVE ELLIS	CITY OF LACONIA	224-673-800	EASEMENT	1614874	10-11-2000
223	ROBERT E. & DEBRA M. & FARAWAY HOLDINGS LLC LACONIA TRUST	CITY OF LACONIA	224-664-800	EASEMENT	1626785	1-18-2001
222	JOHN J. & ELIZABETH WELER MEADOWBROOK FARM LLC	CITY OF LACONIA	221-548-800	EASEMENT	1629299	1-24-2001
281	CITY OF LACONIA & L.A.A.	CITY OF LACONIA	214-538-190	EASEMENT	1725154	8-20-2001
234	MICHAEL R. NORMAN, WILLIAM R. PERRER REV. TR. & CLAUDE PERRER REV. TR.	CITY OF LACONIA	224-673-800	EASEMENT	1641793	1-11-2001
225	T. REALTY LLC	CITY OF LACONIA	224-673-800	EASEMENT	1662788	7-11-2001
224	MEADOWBROOK FARM LLC	CITY OF LACONIA	224-664-800	EASEMENT	1664429	7-13-2001
227	MEADOWBROOK FARM LLC	CITY OF LACONIA	224-667-800	EASEMENT	1664429	7-13-2001
228	MEADOWBROOK FARM LLC	CITY OF LACONIA	224-668-800	EASEMENT	1664429	7-13-2001
229	MEADOWBROOK FARM LLC	CITY OF LACONIA	224-669-800	EASEMENT	1664429	7-13-2001
230	MEADOWBROOK FARM LLC	CITY OF LACONIA	224-670-800	EASEMENT	1664429	7-13-2001
231	MEADOWBROOK FARM LLC	CITY OF LACONIA	224-671-800	EASEMENT	1664429	7-13-2001
232	MEADOWBROOK FARM LLC	CITY OF LACONIA	224-672-800	EASEMENT	1664429	7-13-2001
302	CITY OF LACONIA & L.A.A.	MEADOWBROOK FARM LLC	214-538-190	EASEMENT	1734444	12-12-2001
305	CITY OF LACONIA & L.A.A.	TOWNS OF GILFORD	212-333-180 212-333-180	EASEMENT FEF	2267472 2654530	10-11-2004 07-02-2001
16	CITY OF LACONIA & L.A.A.	BELKNAP COUNTY SPORTSMEN'S CHARITABLE FUND	214-629-400 214-629-400	FEF	3124443	09-04-2011

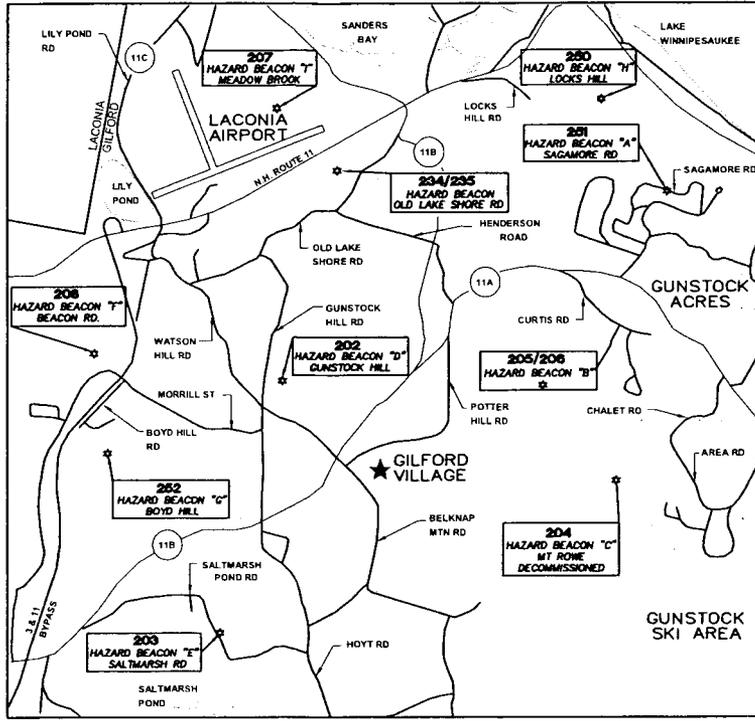


REV 1

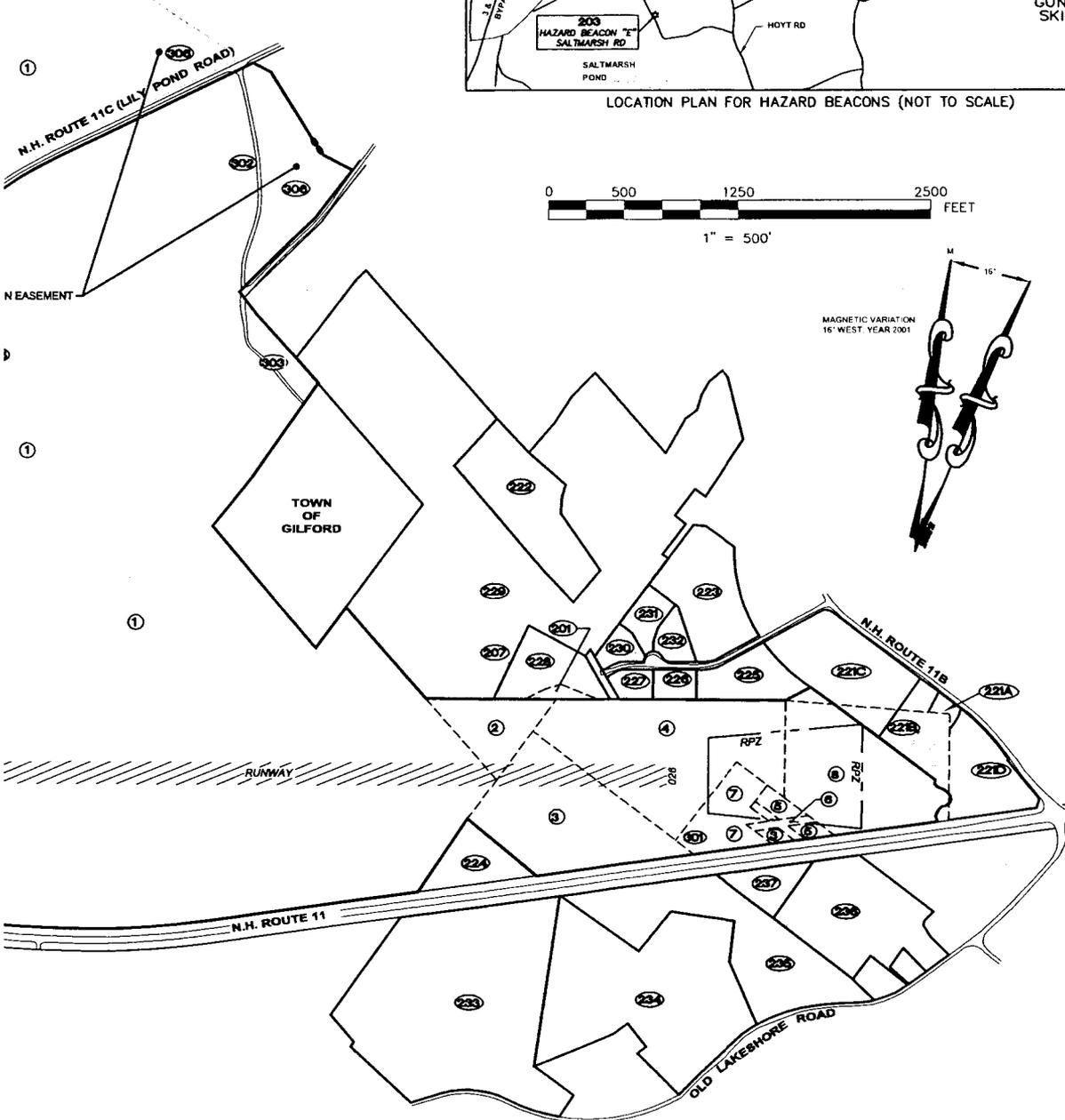
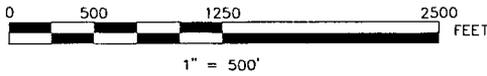
REV 1

REV 1

DATE	FAA PROJECT #	LAND RELEASE FAA APPROVAL DATE	REMARKS
9-27-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
10-26-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
11-1-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
11-4-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
12-8-1997	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
2-23-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
4-16-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
5-19-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
5-16-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
10-29-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
12-11-1998	LAND SALE POND		AVIGATION & HAZARD CLEARANCE
2-4-2000	3-23-0000-03		AVIGATION & HAZARD CLEARANCE
2-22-2000	3-23-0000-03		AVIGATION & HAZARD CLEARANCE
3-16-2000	3-23-0000-03		AVIGATION & HAZARD CLEARANCE
2-27-2000	3-23-0000-03		AVIGATION & HAZARD CLEARANCE
10-17-2000	3-23-0000-03		AVIGATION & HAZARD CLEARANCE
1-19-2001	3-23-0000-03		AVIGATION & HAZARD CLEARANCE
1-24-2001	3-23-0000-03		AVIGATION & HAZARD CLEARANCE
1-26-2001			SIGN ON N. ROUTE 11
7-11-2001	3-23-0000-12		AVIGATION & HAZARD MARKING
7-11-2001	3-23-0000-12		AVIGATION & HAZARD MARKING
7-12-2001	3-23-0000-12		AVIGATION & HAZARD CLEARANCE
7-13-2001	3-23-0000-12		AVIGATION & HAZARD CLEARANCE
7-13-2001	3-23-0000-12		AVIGATION & HAZARD CLEARANCE
7-13-2001	3-23-0000-12		AVIGATION & HAZARD CLEARANCE
7-13-2001	3-23-0000-12		AVIGATION & HAZARD CLEARANCE
12-6-2001			ACCESS OVER KIMBALL ROAD
10-13-2006			CONSERVATION EASEMENT
10-27-2017	NA	JANUARY 11, 2017	AVIGATION EASEMENT
10-26-2017	NA	JULY 7, 2017	AVIGATION EASEMENT

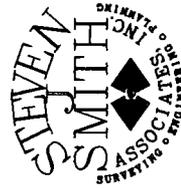


LOCATION PLAN FOR HAZARD BEACONS (NOT TO SCALE)



REVISIONS  
REV 1-2008 PARCEL 'A' & 'B' LAND RELEASE FOR 101 & 102 LILY POND ROAD  
BY: JACOBS ENGINEERING (10.8.2017)

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



LACONIA MUNICIPAL AIRPORT - MASTER PLAN  
GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE  
AIRPORT PROPERTY MAP  
EXHIBIT "A"

PHONE (603) 854-1408  
FAX (603) 854-1731

DRAWING NO. **9**

JOB NO. 09058  
9 of 9

6 LILY POND ROAD, GILFORD, N. H. 03249

## LACONIA AIRPORT AUTHORITY

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

### **NOTICE TO PROCEED**

November 9, 2016

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

John,

The Proposal for the Taxiway E Extension Survey and Wetland Delineation at Laconia Municipal Airport provided by Jacobs Engineering Group Inc. to Laconia Airport Authority, dated November 2016, which project having been approved by the Laconia Airport Authority, notice is hereby given to Jacobs Engineering Group Inc. that work may proceed with the specific portion of work as described in the Proposal document titled, "SCOPE OF WORK for TAXIWAY E EXTENSION SURVEY AND WETLAND DELINEATION at LACONIA MUNICIPAL AIRPORT".

Upon receipt of this notice, you are approved to begin performing the services under the terms and conditions of the Proposal and in accordance with the terms of the Master Agreement, dated May 4, 2015, and applicable amendments.

Sincerely,

*Marv Everson*

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

November 2016

SCOPE OF WORK  
*for*  
**TAXIWAY E EXTENSION SURVEY AND WETLAND DELINEATION**  
*at*  
**LACONIA MUNICIPAL AIRPORT**

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The Laconia Airport Authority, hereinafter referred to as the "Owner", desires to undertake a Project to extend Taxiway E to the east of the existing abandoned runway as generally shown on the 2014 Airport Master Plan Airport Layout Plan drawings. To gather the survey and wetlands data prior to winter conditions, this scope of work includes wetland delineations and survey services required for the project. These efforts, if delayed, could be precluded by frozen ground and snow conditions. This delay would impact the project's ability to meet the NHDOT State Block grant application time requirements.

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:

Scope of Work:

1. HIRE SURVEYOR. The Engineer will hire a NH licensed surveyor to field survey the project area. This task includes soliciting pricing and hiring the surveyor. The surveyor's proposal is attached.
  
2. HIRE WETLAND SCIENTIST. The Engineer requests to delineate the wetlands adjacent to and east of the proposed taxiway. The wetlands were last delineated in 2001. While the project 'foot print' at this time does not anticipate impacting the wetlands, the proximity of the existing wetlands would be a value to the project when discussing the project with the regulatory authorities. The Engineer will hire a wetland scientist to delineate the wetlands adjacent to the project work area. This task includes soliciting pricing and hiring the wetland scientist. The wetland scientist's proposal is attached.

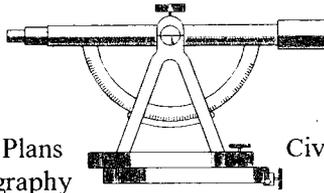
Fee:

<u>Description</u>	<u>Costs</u>
Steven J. Smith	\$10,605.00
TES Environmental	\$ 795.00
<u>Jacobs</u>	<u>\$ 550.00</u>
Total Fee	\$11,950.00

Attachments:

- Steven J. Smith Associates proposal
- TES Environmental Consultants proposal

Steven J. Smith



& Associates, Inc.

Land Surveying \* Site Plans  
Subdivisions \* Topography

Civil & Sanitary Engineering  
Highways \* Drainage

Steven J. Smith Sr.  
President  
LLS NH #598  
sjs@sjsincnh.com

Michael B. Bemis  
VP Surveying  
LLS NH #612  
mike@sjsincnh.com

William S. Stack  
VP Engineering  
PE NH #5390, ME #5902  
bill@sjsincnh.com

Peter W. Howard  
Engineering  
PE NH #7668  
peter@sjsincnh.com

Jacobs Engineering Group, Inc.  
C/o John Gorham, PE  
2 Executive Park Drive  
Suite 205  
Bedford, NH 03110

November 8, 2016

**In re:** RFP – Taxiway E Extension Survey Request

Dear Mr. Gorham:

The following is our proposal to provide surveying services in accordance with your request for survey 11.3.16, and the attached diagram indicating the limits of work.

## 1.0 SCOPE OF SERVICES

- Survey work shall be tied to the NH State Plane Coordinate System (1983) and NAVD 1988;
- Establish temporary control points (iron pins and PK nails) outside of but adjacent to the work area to assist with construction layout. (minimum of 4);
  - Establish 2 permanent benchmarks, 1 each on the north and south end of the survey limits, with elevation for construction layout;
  - Within the limits as indicated, the level of detail of surveyed information shall include;
    - a. All edges of pavement
    - b. Catch basins, drainage manholes, culverts, headwalls and outfalls including pipe size, flow direction, rim and invert elevations
    - c. Electrical manholes / handholds?
    - d. Under drain clean-out covers
    - e. Airfield lighting and/or markers
    - f. All building corners
    - g. All fence lines and gate locations
    - h. All paint markings
    - i. All aircraft tied owns
    - j. All utilities (gas, electric, water, sewer)

Pondside Place \* 6 Lily Pond Road \* Gilford \* New Hampshire \* 03249  
Phone (603) 524-1468 \* Fax (603) 524-4731

- k. All pavement seams between old and new pavements
- l. All grade breaks/swale lines/stream beds
- m. Wetland flagging to be delineated by others

- Survey information shall be provided in an AutoCAD 2014 and Autodesk Civil 3D 2014 on CD's or electronic transfer. This information shall include all pertinent surface files and a drawing file (fully contoured) containing all of the survey data, including the surveyed point information;
- Survey elevation data shall be to the nearest 0.01 ft. for all points on the paved surfaces and to the nearest 0.1 ft. for all points turf;
- Data shall include surveyed points taken on a 50' x 50' grid, parallel and perpendicular to the centerlines or established baselines, and any interval required to show the required level of detail outlined above;
- List of definitions for all points descriptions and copy of the survey field notes to be provided as part of the final deliverables

## **2.0 FEE SCHEDULE**

We will perform the work as listed above for a lump sum fee of **\$10,605.00**.

## **3.0 TIMELINES**

Weather permitting we will provide the deliverables by December 21, 2016.

## **4.0 PAYMENT**

We will submit a statement for services rendered upon submission of the deliverables. Payment is expected within 30 days of the statement.

## **5.0 ACKNOWLEDGMENT**

If the terms of the above letter are acceptable, we ask that you sign the Statement of Acknowledgment below and return a signed copy of this letter to us. If you have any questions please do not hesitate to contact me.

Sincerely,

Steven J. Smith Sr. LLS  
President

# TES Environmental Consultants, LLC

November 5, 2016

Re: TES JN TBD

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

RE: Environmental Services; Wetlands Delineation and Summary Report  
Laconia Airport Taxiway E Extension Project, Gilford, New Hampshire

Dear Mr. Gorham:

TES Environmental Consultants, L.L.C. (TES) is pleased to submit to you this proposal for environmental services associated with the above-referenced site in Gilford, New Hampshire. These services would consist of the delineation of wetland boundaries in the central portion of the airport property as depicted on a diagram provided by your office, showing three (3) sections of wetland boundaries requiring delineation to the east of an existing taxiway, with a combined wetland boundary length estimated to be approximately 2,800 linear feet.

Identification and delineation of wetland boundaries will be determined in accordance with the Technical Criteria of the Corps of Engineers Wetland Delineation Manual (Technical Report Y-87-1, January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0, January 2012, US Army Corps of Engineers. The wetland boundaries will be marked with pink and black striped surveyors flagging, numbered consecutively, for location by ground survey by others for depiction on site plans. General information on the delineated wetlands will be recorded, and representative photographs taken for inclusion in a summary letter report which will describe the wetland boundary identification and delineation standards utilized and the general characteristics of the subject wetlands. Site access will be coordinated with the airport manager, Marv Everson.

The field work described above will be completed by November 23, 2016, assuming winter conditions such as deep snow or frozen ground do not present unacceptable circumstances for accurate wetland delineation. A sketch map of the approximate wetland boundaries as delineated by TES will be prepared and provided to you by November 25, 2016 to guide field surveyors. The wetland summary letter report will be completed and submitted to you by December 7, 2016.

The not-to-exceed fee to complete these services will be \$795.00. Thank you for the opportunity to provide this proposal to you.

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



Thomas E. Sokoloski  
New Hampshire Certified Wetland Scientist #127

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

11/5/2016

## LACONIA AIRPORT AUTHORITY

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

### **NOTICE TO PROCEED**

December 15, 2016

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

John,

**The Proposal for the Taxiway E Extension – Data Collection, Design, Permitting and Bidding for Construct, Mark, Light, Sign and Drainage Improvements for 2,300+/- foot Extension to Taxiway E: Expand the Itinerant Aircraft Parking Apron by 6,135+/- square yards and improve Existing Runway 8 Drainage at Laconia Municipal Airport** provided by Jacobs Engineering Group Inc. to Laconia Airport Authority, dated **December, 2016**, which project having been approved by the Laconia Airport Authority, notice is hereby given to Jacobs Engineering Group Inc. that work may proceed with the **specific portion of work as described in the Proposal document as noted above.**

Upon receipt of this notice, you are approved to begin performing the services under the terms and conditions of the Proposal and in accordance with the terms of the Master Agreement, dated May 4, 2015, and applicable amendments.

Sincerely,

*Marv Everson*

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

**EXHIBIT A - SCOPE OF WORK  
DATA COLLECTION, DESIGN, PERMITTING AND BIDDING  
FOR  
CONSTRUCT, MARK, LIGHT, SIGN AND DRAINAGE IMPROVEMENTS FOR 2,300+/-  
FOOT EXTENSION TO TAXIWAY E; EXPAND THE ITINERANT AIRCRAFT PARKING  
APRON BY 6,135+/- SQUARE YARDS; AND IMPROVE EXISTING RUNWAY 8  
DRAINAGE  
at  
LACONIA MUNICIPAL AIRPORT (LCI)**

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**GENERAL**

The Laconia Airport Authority, hereinafter referred to as the "Owner", desires to undertake a Project to: 1) construct, mark, light, sign and implement drainage improvement for a 2,300+/- foot extension to Taxiway E to the east of the existing abandoned runway as generally shown on the 2014 Airport Master Plan Airport Layout Plan drawings, 2) expand the itinerant aircraft parking apron by 6,135+/- square yards and 3) improve the existing Runway 8 drainage. See attached Scoping Plan.

The 2014 Master Plan Airport Layout Plan drawings indicate the Taxiway E extension. Based on discussions at the Airport Authority meetings, the south end of the taxiway extension is to be modified to expand the itinerant apron. This modification aligns the Taxiway E extension in a manner that adds aircraft parking position(s) north of the existing Itinerant Apron. The northerly section of the Taxiway E extension follows the Master Plan layout.

The existing drainage, adjacent to and west of the Taxiway E extension, that drains the abandoned runway is exhibiting failure in the form of sunken catch basins. The project intends to remove and replace this drainage.

Similarly, a 50+/- foot section of Runway 8's drainage has failed. The failure is located 525+/- feet east of Runway 8 and 50+/- feet south of Taxiway A. A video inspection conducted in 2016 indicates separated piping. The project removes and replaces the failed section of drainage.

The Project is anticipated to require preparation of a NHDES Alteration of Terrain (AoT) permit application. A NHDES Wetlands Dredge and Fill permit application is not included. The 2001 delineated wetlands, being re-delineated under a separate scope of work, are 28+/- feet from the edge of the new Taxiway E graded safety area at the nearest point. It is assumed that the wetlands impacts can be avoided.

It is anticipated, that the project will be constructed in two (2) phases based on the FAA funding available. Phase I construction is anticipated for fall 2017 or spring 2018. Phase II construction is anticipated for fall 2018 or spring 2019. It assumed that the project will be awarded to one (1) contractor for both phases.

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. REVIEW RECORD DRAWINGS AND REPORTS. The Engineer will collect and review as-builts drawings related to the project provided by the Owner.
2. GEOTECHNICAL COORDINATION. The Engineer shall contract for soil borings to support the project designs required by the FAA pavement design AC 150/5320-6E "Airport Pavement Design and Evaluation". The Engineer will prepare a scope of work and collect price comparisons from geotechnical firms for this task. In addition, the Engineer shall coordinate with the FAA facilities personnel to identify location of underground cables in relation to the borings. The Engineer will layout the field work locations under this task. The Engineer will coordinate the hiring of the subconsultant under this task.
3. PROJECT SURVEY VALIDATION. The Engineer will conduct a "plan-in-hand" site walk of the project areas to confirm the existing conditions depicted on the survey plans. Note that the project topographic survey and wetland delineations are included in a separate scope and fee.
4. BASE MAPPING. The Engineer will prepare a base plan from the collected as-built information and the project survey. This plan will serve as the base plan to advance the project design.
5. ARCHEOLOGICAL. It is assumed that DHR will require a Phase 1A archeological survey. The Engineer shall contract with a sub-consultant to conduct a Phase 1A archeological survey within the project limits.
6. DRAINAGE VIDEO INSPECTION. The Engineer shall contract with a sub-consultant to conduct drainage video surveys of approximately 2,000+/- feet of the Airport's closed drainage system that the project will be directing flows into. The drainage below the existing Itinerant Apron and outside the project limits will be considered. The survey will provide evidence of the condition of these drainage elements to which flows will be directed. The Engineer shall be on-site to provide the initial direction to the firm videoing the drainage.
7. RUNWAY 8 DRAINAGE SURVEY. The Engineer shall contract for surveying services related to the Runway 8 pipe failures. This area was not included in the original survey request for the Taxiway E extension project.
8. UTILITY INVESTIGATION. The as-builts for the abandoned runway are not available. The Engineer shall contract with a utility investigator to attempt to identify utilities within the project areas. The utility investigator will utilize magnetic sensing technology. The Engineer will visit the site to locate the utilities identified and add to the project mapping.

#### **ARTICLE B1 – PRELIMINARY DESIGN**

The Engineer will prepare a preliminary design in sufficient detail to be included in the application for the project's permit applications. The plans will also be used to evaluate

the preliminary design concepts for acceptance by the Owner and NHDOT. Note that the Electrical scope of work is included separately under scope Article B3. This subtask will include the following:

1. TAXIWAY AND APRON PAVEMENT. The Engineer will prepare a bituminous pavement design in accordance with FAA AC 150/5320-6E "Airport Pavement Design and Evaluation". Under this subtask, the Engineer will conduct the following:

1. Evaluate the soil boring data to determine the existing soil subgrade strengths in the Taxiway E extension areas.
2. Evaluate the existing asphalt pavement thicknesses and subbase materials within the Itinerant Apron pavement reconstruction areas.
3. Establish the 20-year aircraft fleet mix based on the Master Plan documents and input from the Owner.
4. Develop the pavement section utilizing the FAA FAARFIELD computer software.
5. Evaluate, based on the Geotechnical investigations, the suitability of the existing stockpile soils as fill and/or subbase material based percent finer than the No. 200 sieve obtained from the soils testing.

2. TAXIWAY AND APRON GEOMETRY. The Engineer will prepare the proposed taxiway & apron pavement alignments and profiles in accordance with FAA AC 150/5300-13 "Airport Design". Under this subtask, the Engineer will conduct the following:

1. Develop the Airport setback requirements (i.e. ROFA, TSA, FAR Part 77, etc...) that impact the Taxiway E extension and Apron geometry in accordance with Chapter 2 of "Airport Design" and FAR Part 77 criteria.
2. Develop the Taxiway E extension alignments, fillet radii and widths of the new taxiway in accordance with Chapter 4 of "Airport Design".
3. Develop three (3) alternatives such as hold aprons and turn off stub taxiways to minimize 'head on' conditions by 2 aircraft utilizing Taxiway E. This task will include developing alternatives, discussing the alternatives with the Airport Manager and presenting the preferred alternative with justification to the NHDOT for approval.
4. Develop the aircraft parking layouts, pavement geometries and centerline geometries related to the existing and expanded Itinerant Apron.

3. TAXIWAY AND APRON GRADING. The Engineer will prepare the proposed grading in accordance with FAA AC 150/5300-13 "Airport Design". Under this subtask, the Engineer will conduct the following:

1. Inside the Taxiway E extension safety area, the Engineer will establish the taxiway profiles and cross sections in accordance with Chapter 5 of "Airport Design".

2. Outside the Taxiway E extension safety area, the Engineer will develop a grading scheme based on selection of best-management-practices (BMP) from the NHDES Stormwater Manual (i.e. treatment swales, infiltration basins, etc...).
  3. Develop grading related to the pavement reconstruction for the expanded Itinerant Apron pavement.
  4. Develop grading plans related to the drainage replacements adjacent to the abandoned runway. The existing 2,050+/- feet abandoned runway's drainage is proposed to be placed 60+/- feet west of the existing runway adjacent to the existing western fence line. Drainage swales will be developed to capture the abandoned runway's west side drainage. The grading for the eastern 2,050+/- feet of drainage adjacent to the abandoned runway is anticipated to be included in the Taxiway E extension grading design.
  5. Prepare critical cross sections (approximately 10) will be identified and plotted as part of the preliminary review plans.
4. TAXIWAY AND APRON DRAINAGE\_ The Engineer will develop the drainage design in accordance with FAA Advisory Circular 150/5320-5 "Surface Drainage Design" and the NHDES Stormwater Manual: Volume 2. Under this subtask, the Engineer will conduct the following:
1. Evaluate the existing drainage network provided in the project survey and as-built drawings to identify existing conveyances and opportunities to manage the post-development flows.
  2. Calculate the flows from the 'pre-development' hydrologic conditions for the 2, 10 and 50-year events utilizing HydroCAD®. This task includes identification of the sub-watershed boundaries and times of concentration for approximately 10 existing sub-watersheds.
  3. Calculate the design criteria (water quality volume, water quality flows, groundwater recharge volumes, etc...) based on Chapter 2 of the NHDES Stormwater Manual: Volume 2. The Engineer anticipates these calculations being required in 12 proposed subwatersheds.
  4. Select BMP's based on the screening criteria in Chapter 3 of the NHDES Stormwater Manual: Volume 2.
  5. Design the BMP's based on Chapter 4 of the NHDES Stormwater Manual: Volume 2. The designs will include the following:
    - a. Size the BMP based on the design criteria provide in Chapter 4 of the NHDES Stormwater Manual: Volume 2. This step requires application of the Chapter 2 design criteria for each subwatershed to size the BMP. The Engineer anticipates this analysis being required in 12 proposed subwatersheds.



Engineer will associate a unit price for each payment item in order to develop the overall project costs.

10. PRELIMINARY PLANS: The Engineer will prepare at generally a 1:40 scale for preliminary review the following:

1. Title Sheet
2. Safety and Phasing Plan
3. Site Preparation and Erosion Control Plans
4. Typical Sections
5. Geometry and Marking Plans
6. Grading and Drainage Plans

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

12. SUBMITTAL PREPARATION/DISTRIBUTION: The Engineer will distribute the design plans and specification as follows: (Qty. of plans full size/ qty of specifications): NHDOT (8/2), Owner (1/1).

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

- Airport Authority project update meetings (2)
- Design review with NHDOT and the Owner (1)

#### **ARTICLE B2 – FINAL DESIGN**

Once all parties agree to the preliminary design elements to be utilized for this project, the Engineer will make any necessary or requested changes to the preliminary designs and then proceed toward the completion of the final design for the project. Note that the Electrical scope of work is included under Article B3.

1. CONSTRUCTION PLANS. The Engineer will prepare the final construction plans at generally a 1:40 scale to include the following:

1. Title Sheet
2. General Plan
3. General Notes
4. Existing Conditions Plans
5. Site Preparation and Erosion Control Plans
6. Site Preparation and Erosion Control Details and Notes
7. Safety and Phasing Plan
8. Safety and Phasing Plan Notes
9. Typical Sections
10. Pavement Details
11. Marking Details
12. Miscellaneous Details
13. Drainage Details
14. Demolition Plans
15. Geometry and Marking Plans
16. Grading and Drainage Plans

- 17. Pipe Profiles
- 18. Cross Sections

2. TECHNICAL SPECIFICATIONS. The Engineer will finalize the written technical specifications in accordance with FAA AC 150/5370-10E "Standards for Specifying Construction of Airports". The Engineer anticipates thirty (30) technical specifications for the project.

3. FRONT END SPECIFICATIONS. The Engineer will prepare the project's FAA front end specifications and bidding documents.

4. QUANTITIES AND OPINION OF PROBABLE COSTS. Prepare final construction cost estimates for each bid package based upon the final bid items and quantity take-offs.

5. PREPARE JUSTIFICATION FOR SOLE SOURCE ITEMS. If necessary, the Engineer will prepare a justification for sole source items to be included in the specifications. This generally occurs when the Owner desires to match the manufacturers of the existing electrical equipment in order to ease the ordering of replacement parts.

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

7. CONSTRUCTION SAFETY AND PHASING PLAN WITH CHECKLIST. The Engineer will prepare the FAA's checklist, narrative descriptions and accompanying plans for the project. The Engineer anticipates one initial submittal with one revision based on the FAA's comments on the initial plan. The Engineer will submit electronically the items under this subtask via the FAA's 7460 website.

8. DESIGN NARRATIVE. The Engineer will document in the narrative format the technical components of the project. The narrative will provide the criteria references, calculations and correspondence used to develop the project design.

9. QUALITY ASSURANCE. The Engineer will conduct an independent review of all technical material prior to submittal. Items to be reviewed are the plans, specifications, design narrative and project quantities/estimate.

10. SUBMITTAL PREPARATION/DISTRIBUTION: The Engineer will distribute the final design plans and specification lists to the NHDOT and Owner electronically by email. See Conformed Set preparation in Article C for the final hard copy sets.

11. DESIGN CONSULTATION MEETINGS. The Engineer assumes the meetings under this phase will include the following:

- Airport Authority update meeting (1 meeting)
- Design review with the Owner and NHDOT (1)

12. ALP UPDATE. The Engineer will update the Airport Layout Plans (ALP) based on the proposed improvements. The ALP was recently updated in 2014. Therefore, the

update will include the specific changes to this project reflected on the appropriate drawings.

### **ARTICLE B3 – ELECTRICAL DESIGN**

The electrical scope of work includes lighting the new 2300+/- foot Taxiway E extension. New LED elevated taxiway edge lights and lighted LED guidance signs will be installed. The Engineer anticipates that the electrical portion of the project shall include the following:

1. ELECTRICAL SITE VISITS. The Engineer anticipates that one site visit will be required during the design to establish existing conditions.
2. ELECTRICAL CALCULATIONS. The Engineer will perform load calculations on the existing airfield circuits to confirm the load requirements on the existing taxiway Constant Current Regulator (CCR). A new CCR will be installed if warranted by load calculations.
3. LIGHTING AND GUIDANCE SIGNAGE LOCATIONS. The Engineer will locate the new elevated taxiway edge lights to conform to FAA AC 150/5340-30 "Design and Installation Details for Airport Visual Aids". The Engineer will locate the new airfield signage to confirm conformance to FAA AC 150/5340-18 "Standards for Airport Sign Systems".
4. ELECTRICAL VAULT WORK. The Engineer will prepare a plan drawing and details for connections in the lighting vault. Plans and details showing location, power and control connections will be provided.
5. OPINION OF PROBABLE COSTS. The electrical items will be quantified and the Engineer will prepare a cost estimate.
6. CONSTRUCTION PLANS. The Engineer will prepare the electrical construction plans to include the following:
  1. Electrical Layout Plans
  2. Electrical Vault Plan
  3. Guidance Sign Details
  4. Electrical Details
  5. Fixture and Sign Schedules
  6. Circuit Plan
7. SPECIFICATIONS. The Engineer will prepare the specifications for the project.
8. QUALITY ASSURANCE. The Engineer shall conduct quality assurance review of the project documents.

### **ARTICLE B4 – PERMITTING**

Related to project permitting, the Engineer anticipates the following:

1. NHDES ALTERATION OF TERRAIN PERMIT APPLICATION. The project has been identified as requiring a NHDES Alteration of Terrain (AoT) permit because the land

disturbance will exceed 100,000 square feet. The Engineer's activities under this task include the following:

1. NHDES MEETINGS. The Engineer anticipates two (2) meeting with NHDES. The first meeting will be the Natural Resource Agency coordination meeting and the second meeting will be to discuss the AoT permit application. The Engineer shall prepare agenda, presentation materials and minutes for the meetings.
  2. PERMIT APPLICATION. The Engineer will compile the AoT permit application required by the NHDES permit application. This will include compiling and organizing the following: 1) application and checklist, 2) USGS map, 3) design narrative, 3) NHDES Web GIS print outs (surface water impairments and AOT screen layer), 4) NHB letter, 5) web soil survey map, 6) aerial photograph, 7) site photographs, 8) ground water recharge volume calculations, 9) BMP worksheets, 10) PE stamped drainage analysis, 11) energy dissipation calculations, 12) Site Specific Soil Survey report, 13) infiltration feasibility report, 14) registration for storm water infiltration to groundwater, 15) inspection/maintenance manual, 16) design plans, 17) pre & post development soil plans, and 18) pre & post development drainage area plans and 19) 100-year flood plain report.
  3. DISTRIBUTION. A draft copy of the permit application will be submitted by email for review and comment to the Owner. Upon completion of the review, the Engineer will update the application with any comments, coordinate Owner signatures and submit to NHDES and Town of Gilford (as required by the AoT permit).
2. AMENDED SITE PLAN APPLICATION. The Engineer anticipates that an Amended Site Plan Application is required in accordance with Article 13 of the Town of Gilford Zoning Ordinance. The following tasks are anticipated.
1. Attend preliminary meeting with Town of Gilford Planning Board to review the project features and gather feedback from the Board.
  2. Prepare and submit project to include: completed application and checklist (13 copies), abutters list, and design plans (5 full size and 13 half size).
  3. Attend meeting with Planning Board.
  4. Update and submit final plans to the Planning Board.
3. EXECUTIVE ORDER 12372 COORDINATION. The project limits reside within the Airport owned land, therefore no state intergovernmental review is required. However, coordination with the below agencies is required.
1. The Engineer will coordinate with US Fish and Wildlife Service (USF&W) for the project by submitting the project location to the USF&W endangered species data check website.
  2. The Engineer shall prepare the NH Department of Historical Resources (DHR) Request for Project Review form and submit the form to the NHDOT for processing with DHR. Completion of the form requires a historical projects file review at the NHDHR office's data files in Concord, NH.

4. NEPA DOCUMENTATION. FAA Order 1050.1F categorically excludes taxiway construction. Under this task the Engineer shall evaluate the extraordinary environmental circumstances related to the project. The USF&W has identified the Northern Long Eared Bat (NLEB) and the Small Whorled Pogonia as threatened species within the project area. The NLEB will be mitigated by tree clearing during the available fall-winter times defined by the USF&W. The Service recommends consultation by preparation of a Biological Assessment for the Pogonia. The Engineer will hire a consultant to prepare the Assessment. The Engineer will conduct consultation with the USF&W under this task. As part of the analysis of the extraordinary environmental circumstances, it is anticipated that the FAA CATEX checklist will be prepared under this task by the Engineer. At the time of this scope preparation, the Pogonia has been killed off by the frost. The Assessment will need to occur in the spring-summer of 2017.

### **ARTICLE C – BIDDING**

The Engineer will support the Owner with the project bidding. The specific items of work shall include:

1. PREPARE LEGAL NOTICE. Prepare and provide a legal notice for the advertisement in local paper.
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 (at a minimum) to the prospective bidders:
  - A meeting agenda describing the elements of the project and its requirements in accordance with the FAA - New England Region's established criteria.
  - A project location plan depicting the area of the proposed work.
  - A project safety and phasing plan depicting requirements for the proposed work.
  - A plan depicting a summary of the proposed work involved in the project.
  - A Sign-in sheet recording the attending parties.
  - Meeting minutes for internal records will be prepared.
4. RESPOND TO RFI'S. The Engineer shall field and respond to inquiries regarding general and/or specific issues pertaining to the bidding process, the scope of the project, and specific technical questions about the plans or specifications.
5. PREPARE AND DISTRIBUTE ADDENDA. If necessary, prepare, and distribute any addenda issued for the purpose of clarification, deletion, addition, or correction to the bid plans or specifications. Two (2) addenda with preparation of sketches has been assumed.

6. REVIEW BID PROPOSALS and PREPARE 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 of 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 shall develop the bid tabulation to compare the contractor pricing the contract pay items.

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

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

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

1. SCOPING MEETINGS. The Engineer will attend a scoping with NHDOT and the Owner. The Engineer will prepare minutes of all meetings.

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

3. PROJECT SCHEDULE. The Engineer will prepare a project schedule at the project start up.

4. NHDOT GRANT APPLICATIONS. The Engineer will prepare the Federal Grant Application with accompanying attachment for the project and distribute to the Owner for signatures. It is anticipated that the project will have 2 grant applications, one for each phase of the project.

5. PREPARE PROJECT INVOICES. The Engineer shall collect subconsultant invoices, review and evaluate project charges and prepare the project invoices. The Engineer anticipates six (6) invoices.

6. PREPARE REIMBURSEMENT REQUESTS. The Engineer will prepare the necessary grant reimbursement paperwork for the project. The Engineer anticipates six (6) reimbursements.

7. AIP DBE PLAN (2018-2020). The Engineer will prepare the federal fiscal year 2018-2020 AIP DBE plan. The plan is due August 2017. The Engineer anticipates one (1) draft and one (1) revision plan to be submitted. The Engineer will convene a meeting with interested parties as part of the DBE consultation process recommended by the FAA DBE program managers.

8. DOORS REPORTING. Under this subtask the Engineer will also prepare the DOORS reporting for fiscal year 2017.

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

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

10. 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 (See separate document)

ARTICLE F – RESIDENT ENGINEERING (See separate document)

#### ASSUMPTIONS

- All NHDES permit application fees will be paid for by the Owner (fees are AIP eligible). Fee is based on land disturbance area which will be defined with the project design. The fee is estimated to \$4,000+/-.
- Town of Gilford application and abutter fees will be paid for by the Owner (fees are AIP eligible). The Amended Site Plan fee is \$200. Abutter fees are \$8 each.
- NHDES Water Quality permit is not required. The Engineer does not need to prepare the NHDES Simple Method calculations.
- A NHDES Shoreland Protection Permit is not required.
- There are no rare or endangered species existing within the project limits that would require special studies and mitigation.
- Contaminated soils investigation and/or remediation are not required.

- Existing electrical vault building does not require modifications to the structure to accommodate new regulators and equipment.
- Existing lighting and signage location and legends will not be reviewed.
- Underground utility locator services outside those indicated shall be provided the project contractor.

#### PROPOSED PROJECT SCHEDULE

- Scope and Blank Fee to IFE: 11.11.16
- IFE Returned: 11.28.16
- NTP – 12.7.16
- Wetland Delineation & Survey Completed – 12.21.16
- Soils, Pipe Inspection & Archeological Completed – 1.21.16
- 60% Design – 2.1.17
- Permitting Applications – 2.15.17
- Final Design/Advertisement for Bidders – 3.7.17
- Pre-bid Meeting: 3.14.17
- Bid Opening: 3.28.17
- Grant Application #1 (Phase 1) – 4.1.17
- Biological Assessment – Spring/Summer 2017
- DBE Plan – 8.1.17
- Construction Phase 1 – Fall 2017/Spring 2018
- Grant Application #2 (Phase 2) – 3.1.18
- Construction Phase 2 – Fall 2018/Spring 2019

#### END OF PROJECT SCOPE

#### Appendices

- Geotechnical Appendix: Subconsultant Scope and Fee
- Archeological Appendix: Subconsultant Scope and Fee
- Drainage Video Appendix: Subconsultant Scope and Fee
- Runway 8 Drainage Repair Survey and Utility Investigations are estimated
- Biological Assessment: Subconsultant Scope and Fee

Scoping Plan (separate attachment)

Exhibit B – Estimate of Staff Effort (separate attachment)

EXHIBIT B - ESTIMATE OF STAFF EFFORT

FOR  
 CONSTRUCT, MARK, LIGHT, SIGN AND DRAINAGE IMPROVEMENTS FOR 2,300+/- FOOT EXTENSION TO  
 TAXIWAY E; EXPAND THE ITINERANT AIRCRAFT PARKING APRON BY 6,135+/- SQUARE YARDS; AND  
 IMPROVE EXISTING RUNWAY 8 DRAINAGE

at  
 LACONIA MUNICIPAL AIRPORT  
 LACONIA, NH

SUMMARY		
ARTICLE A	Data Collection	\$38,039
ARTICLE B1	Preliminary Design	\$62,900
ARTICLE B2	Final Design	\$51,218
ARTICLE B3	Electrical Design	\$23,395
ARTICLE B4	Permitting	\$16,632
ARTICLE C	Bidding	\$11,726
ARTICLE D	Project Administration	\$15,483
ARTICLE E	General Construction Administration	Not Included
ARTICLE F	Resident Engineering	Not Included
	<b>TOTAL</b>	<b>\$219,393</b>



**TAXIWAY E EXTENSION, ITINERANT APRON EXPANSION & RUNWAY 8 DRAINAGE IMPROVEMENTS  
ARTICLE B1**

Tasks:	Principal Engineer	Senior Project Engineer/Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
B1.1.1 Pavement - Evaluate soil boring data			4			4
B1.1.2 Pavement - Existing asphalt thicknesses and subbase materials			2			2
B1.1.3 Pavement - Fleet Mix		2	2			4
B1.1.4 Pavement - FAARFIELD Computations			6			6
B1.1.5 Pavement - Stockpile material analysis			4			4
B1.2.1 Geometry - Setback requirements			2			2
B1.2.2 Geometry - Taxiway Alignments/fillets		2	4			6
B1.2.3 Geometry - Alternatives for 'head on' operations		2	10			12
B1.2.4 Geometry - Apron Parking and centerline geometry layouts			4	2		6
B1.3.1 Grading - Profiles and Cross Sections		2	40			42
B1.3.2 Grading - BMP Grading		2	24			26
B1.3.3 Grading - Apron grading		2	12			14
B1.3.4 Grading - Drainage replacements		2	16			18
B1.3.5 Grading - Critical Cross Sections			2			2
B1.4.1 Drainage - Evaluate Existing Drainage		2	16	4		22
B1.4.2 Drainage - Pre-development flows		2	24	8		34
B1.4.3 Drainage - NHDES Chapter 2 Calcs			12			12
B1.4.4 Drainage - NHDES Chapter 3 Criteria			8			8
B1.4.5.a Drainage - NHDES Chapter 4 BMP Sizing			12			12
B1.4.5.b Drainage - NHDES Chapter 4 Post Development Flows		2	24	8		34
B1.4.5.c Drainage - NHDES Chapter 4 NHDES AoT Meeting		2	6			8
B1.4.6 Drainage - Calculations for Conveyances			12	4		16
B1.4.7 Drainage - Inlet Flow Capacities			4			4
B1.4.8 Drainage - Energy Dissipation Calculations		2	8			10
B1.4.9 Drainage - Closed system replacement calculations			16	4		20
B1.5 Temporary Erosion Control Measures			8	4		12
B1.6 Pavement Markings			4	2		6
B1.7 Runway 8 Drainage Improvements		2	8	2		12
B1.8 Draft Technical Specifications			24			24
B1.9 Opinion of Probable Construction Costs		4	12	4		20
B1.10.1 Title Sheet (1 sheet)				1		1
B1.10.2 Safety and Phasing Plan (1)			2	8		10
B1.10.3 Site Preparation and Erosion Control Plans (4)			4	16		20
B1.10.4 Typical Sections (1)		2	4	4		10
B1.10.5 Geometry and Marking Plans (3)			8	16		24
B1.10.6 Grading and Drainage Plans (4)		2	16	24		42
B1.11 Quality Assurance	8	8	8			24
B1.12 Submittal Preparation/Distribution		4	4	16	4	28
B1.13 Design Consultation Meetings (6 hours per meeting)		16	6			22
<b>TOTAL HOURS</b>	<b>8</b>	<b>62</b>	<b>382</b>	<b>127</b>	<b>4</b>	<b>583</b>
<b>RATES</b>	<b>\$95.00</b>	<b>\$63.15</b>	<b>\$47.50</b>	<b>\$33.00</b>	<b>\$20.00</b>	
<b>PAYROLL</b>	<b>\$760.00</b>	<b>\$3,915.30</b>	<b>\$18,145.00</b>	<b>\$4,191.00</b>	<b>\$80.00</b>	<b>\$27,091.30</b>

**Expenses**

Travel: 3 trips from/to Bedford office (108 miles/trip @ \$0.54/mile)	\$175	PAYROLL	\$27,091
Meals/Lodging:		OVERHEAD (109.46%)	\$29,654
Printing, Postage, etc.: 3 specs @ \$25/spec, 9 plan sets @ \$20/set + \$50 postage	\$305	TOTAL PAYROLL FEE	\$56,745
Total Expenses:	\$480	PAYROLL PROFIT (10%)	\$5,675
		EXPENSES	\$480
		SUBCONSULTANTS	\$0
		<b>TOTAL FEE:</b>	<b>\$62,900</b>

**Subconsultants**

Total Subconsultants \$0

**Trips**

Airport Authority update meetings 2  
Design review 1



**TAXIWAY E EXTENSION, ITINERANT APRON EXPANSION & RUNWAY 8 DRAINAGE IMPROVEMENTS  
ARTICLE B3**

Tasks:	Principal Engineer	Electrical Supervisor	Electrical Designer	CADD Tech	TOTAL
B3.1 Site Visits			12		12
B3.2 Load Calculations		1	4		5
B3.3 Lighting and Guidance Signage Locations		1	8		9
B3.4 Electrical Vault Work		1	2		3
B3.5 Cost Opinion		2	8		10
B3.6.1 Electrical Layout Plan (4)		6	24	30	60
B3.6.2 Electrical Vault Plan (1)		2	8	10	20
B3.6.3 Guidance Sign Details (1)		1	4	4	9
B3.6.4 Electrical Details (2)		2	8	8	18
B.3.6.5 Fixture and Sign Schedules (1)		2	8	8	18
B3.6.6 Circuiting Plan (1)		1	8	10	19
B3.7 Specifications		2	24		26
B3.8 Quality Assurance	2	8	4	4	18
TOTAL HOURS	2	29	122	74	225
RATES	\$95.00	\$75.00	\$45.00	\$33.00	
PAYROLL	\$190.00	\$2,175.00	\$5,490.00	\$2,442.00	\$10,297.00

<b>Expenses</b>		PAYROLL	\$10,107
Travel: 1 trips from/to Boston office (200 mile @ \$0.54/mile) - Engineer in Boston	\$108	OVERHEAD (109.46%)	\$11,063
Meals/Lodging:		TOTAL PAYROLL FEE	\$21,170
Printing, Postage, etc.:		PAYROLL PROFIT (10%)	\$2,117
Total Expenses:	\$108	EXPENSES	\$108
		SUBCONSULTANTS	\$0

**Subconsultants** **TOTAL FEE: \$23,395**

Total Subconsultants \$0

**Trips**  
Site Visit 1









November 28, 2016

Jacobs Engineering Group, Inc.  
2 Executive Park Drive, Suite 205  
Bedford, NH 03110

Attn: Mr. John Gorham, PE  
P: (603) 518 1773  
E: John.Gorham@jacobs.com

Re: Proposal for Geotechnical Investigation, Laboratory Testing and Engineering Services  
Laconia Municipal Airport – Taxiway E Extension Project  
Laconia, New Hampshire  
Terracon Proposal No. PJ1165147

Dear Mr. Gorham:

Terracon Consultants, Inc. (Terracon) is pleased to present this proposal for geotechnical drilling, laboratory testing and engineering services for the above-referenced project. Our services are discussed herein, in response to a Request for Proposal dated 11/17/2016 (RFP). The RFP specified the boring locations and minimum depths.

## 1.0 PROJECT INFORMATION

Jacobs is in the process of designing Taxiway E extension at the Laconia Municipal Airport. Jacobs requires soil borings, soil infiltration rate testing, material testing and backfill and dewatering recommendations for the above referenced project. We understand Jacobs will perform pavement analysis and design.

## 2.0 SCOPE OF SERVICES

Per your email request, we propose to provide the following subsurface investigation services.

**Dig Safe Coordination:** We plan to visit the site to pre-mark the proposed boring locations in preparation for us to notify Dig Safe Systems, Inc. (Dig Safe). In accordance with state law, explorations must be marked in the field before contacting Dig Safe. Drilling cannot start before utility clearance has been obtained. Terracon will retain a private utility locator and clear all underground utilities at the test locations.

**Test Borings and Infiltration Tests:** The scope of services as requested in the RFP has been summarized below. Based on our site visit we propose completing stockpile borings on stable ground. The explorations are summarized as follow:

**Proposal for Geotechnical Investigation and Laboratory Testing Services**

Laconia Municipal Airport ■ Laconia, New Hampshire  
November 28, 2016 ■ Proposal No: PJ1165147



Boring ID	Depth (ft.)	Pavement Core	Sampling Interval	Infiltration Test
Borings B-1 through B-4, B-7, B-9 through B-13, B-17 through B-20	10	no	Continuous	no
Soil Borings B-5, B-6 and B-8	25 <sup>(1)</sup>	no	Top 15 feet - sample @ 2 feet. Bottom 10 feet - continuous.	no
Pavement Borings B-14 through B-16	6	Yes	Continuous	no
Infiltration Borings IR-1 through IR-9	8 to 15	no	5 feet	9 ea
Note: (1) Due to limited space on top of stockpiles proposed boring locations are unsafe for the drill rig. Therefore borings B-5, B-6 and B-8 will be completed at ground surface with grab samples collected from stockpiles. All three borings will be advanced to 10 feet deep with continuous sampling.				

**Alternative 1:** As an alternate approach we propose to complete one long day of investigation to characterize the site subgrade soils. We estimate approximately 12 to 14, 10 feet deep borings will be completed in addition to the three pavement borings. The remaining borings will be completed with infiltration borings after infiltration test depths are finalized. This will allow cost savings by reducing field investigation time and remobilization costs as well as allow us to address data gaps from the initial investigation by adjusting locations for remaining boring.

Our field engineer/geologist will provide monitoring during drilling to review and visually classify soil samples and modify the exploration program depending upon the conditions encountered. We will observe and record groundwater levels during and after drilling; we will also attempt to identify signs of seasonal high groundwater table, such as mottling in the soil samples, which will be used to establish depths of subsequent infiltration testing in the IR borings.

Sampling will be in general accordance with industry standard procedures wherein split-barrel samples are obtained. Sampling frequency will be as requested in the RFP. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transportation to our laboratory.

Elevations at exploration locations will be interpolated from available topographic plans, and will be used in our report. Locations and elevations of explorations should be considered accurate to the degree implied by the method used.

Our fee is based on the site being accessible with a truck-mounted rig. Our fee does not include services for tree-clearing, snow clearing, permitting, wet ground conditions, damage of existing landscaping. If such conditions exist at the site, Terracon should be notified so we may adjust our scope of service and fee. We understand snow removal, if required, will be performed by airport staff.

**Proposal for Geotechnical Investigation and  
Laboratory Testing Services**

Laconia Municipal Airport ■ Laconia, New Hampshire  
November 28, 2016 ■ Proposal No: PJ1165147



For safety purposes, borings will be backfilled immediately after their completion. Excess cuttings will be disposed and tamped with the auger in the borehole. We will also cap the boreholes in pavement core locations with at least 4 inches of cement grout. Note that backfill material can settle below the surface over time; we recommend the boreholes be checked periodically and leveling grout applied if necessary.

**Laboratory Testing:** Based on the scope of work, we have budgeted the following laboratory tests on samples obtained from the subsurface investigation program. However, we will contact Jacobs to review the boring logs and discuss the scope prior to completion of laboratory services. If subsurface conditions suggest differently, we may need to increase or reduce the assumed level of laboratory testing.

Description	Quantity
Sieve Analysis with Hydrometer	25
Atterberg Limits	12

**Engineering Data Report:** The results of our field and laboratory program will be evaluated by a professional geotechnical engineer licensed in the State of New Hampshire. Based on our evaluation, an engineering data report will be prepared and will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- A brief review of our test procedures and the results of infiltration testing conducted;
- Anticipation of groundwater control, if needed; and
- Backfill placement recommendations.

We understand geotechnical recommendations other than backfill and dewatering recommendations are not requested at this time. A pdf copy of the final report will be submitted.

Items to be provided by the client include the right-of-entry to conduct the exploration and an awareness or location of private subsurface utilities existing in the area. We will contact Dig Safe for location of utilities in public easements.

Terracon will make reasonable efforts to reduce damage to the property, however, it should be understood that in the normal course of our work disturbance will occur. We have not budgeted to restore the site beyond backfilling boreholes and capping pavement core locations with cement grout. If there are restrictions or special requirements regarding this site, these should be made known before commencing fieldwork.

### 3.0 COMPENSATION

\$18,710

We propose to complete the above services for an estimated fee of ~~\$20,810~~, as follows:

Description	Cost
<del>Original Scope</del>	
<del>Borings, Inspection and Report</del>	<del>\$10,400</del>
<del>Infiltration Testing (9 locations including drilling and testing)</del>	<del>\$5,300</del>
<del>Laboratory Testing</del>	<del>\$4,650</del>
<del>Utility Locating</del>	<del>\$460</del>
<del><b>Total</b></del>	<del><b>\$20,810</b></del>
<b>Alternative 1</b>	
One day of Borings, Inspection and Report	\$7,800
Infiltration Testing (9 locations including second day of drilling and testing)	\$5,800
Laboratory Testing	\$4,650
Utility Locating	\$460
<b>Total for Alternative 1</b>	<b>\$18,710</b>

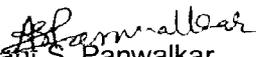
Terracon  
 OK with  
 \$18,710  
 per Anant P.  
 on 12/2/16

Notes:

1. We have assumed borings will be completed within two 8-hr days and infiltration test borings will be completed within one 8-hr day.
2. We have not budgeted for snow clearing. We understand snow removal will be done by airport staff
3. The estimated quantities used for our cost estimate are based on your email request.

You may formally enter into an agreement with us by issuing a contract that incorporates our previously agreed upon terms and conditions. We thank you for the opportunity to offer our services and look forward to working with you. If you have questions, please contact the undersigned.

Sincerely,  
**Terracon Consultants, Inc.**

  
 Anant S. Panwalkar  
 Senior Project Engineer

  
 Lawrence J. Dwyer, PE  
 Principal

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

Phase IA Archaeological Sensitivity Assessment  
 Laconia Airport

November 30, 2016

Objective: Evaluate addition of new taxiway		# Hours	Hourly Rate	Total Cost
Background research & GIS prep	Principal Investigator	6	\$60.00	\$360.00
Site Inspection & Testing	Principal Investigator	8	\$60.00	\$480.00
Site Inspection & Testing	Archaeological Technician	8	\$48.00	\$384.00
Report Preparation	Project Manager	2	\$140.00	\$280.00
Report Preparation	Senior Researcher	2	\$105.00	\$210.00
Report Preparation	Principal Investigator	8	\$60.00	\$480.00
Report Preparation	Archaeological Technician	6	\$48.00	\$288.00
Mileage	240 miles x \$0.54/mile	240	\$0.54	\$129.60
<b>Total for Phase IA Archaeological Sensitivity Assessment</b>				<b>\$ 2,611.60</b>

\*Pre-fieldwork prep includes collecting shape files and loading them into Trimble and flagging for Dig Safe and calling in ticket

The Phase IA scope consists of site file review at the New Hampshire Division of Historical Resources in Concord, as well as review of secondary historic sources, maps, and photographs 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 (mill races, cellarholes, stone walls, wells, or foundations). As part of the inspection, we excavate several 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 Area of Potential Effect, and whether a Phase IB intensive archaeological investigation is recommended.



John Gorham  
Jacobs  
Two Executive Park Drive  
Bedford, NH 03110

December 1, 2016

Greetings John,

RE: CCTV Inspection at Laconia Municipal Airport

Thank you for giving us the opportunity to provide you with a proposal for CCTV Inspection.

**Scope of work**

- Perform CCTV inspection of existing storm drain lines to assess the structural condition
  - Approximately 2000' total inspection
  - Unknown pipe sizes and material
  - Pipes are located approximately 2,100' downstream from the active drainage system

**Project Responsibilities**

Jacobs: To help achieve a smooth and successful project, you will be considered the engineer of the project and it will be your responsibility to perform the following:

- Provide a designated contact coordinator
- Provide all access to all drain structures.
- Provide coordination with the Laconia Municipal airport

Ted Berry Company, Inc.

- Provide a designated project manager
- Provide a written work plan prior to start of work
- Provide a CCTV Inspection team with all labor, materials, and equipment to complete the project.
- CCTV Operator will be NASSCO PACP and MACP certified.
- Perform confined space entry as needed
- Perform all inspections using IT pipes reporting software.
- Provide digital copies of all inspection in DVD format as well as hard copies of all line reports.

**Contingencies and Corrective Actions**

1. Inability to Access structures
2. Structural Deficiencies

# **TED BERRY**

**COMPANY Inc.**

3. Contaminated Flows and/or Debris
4. High Flows – More than 25% of the existing pipe ID

## **Ted Berry Company, Inc. Employees**

- Senior Project Manager (Off Site)
- CCTV Operator
- CCTV Technician
- Confined space entry technician

## **Ted Berry Company Inc. Equipment**

- Mainline CCTV Unit with studio style climate controlled control room onboard with room for owner representative.
- Aries TR 3300 Pathfinder steerable self-propelled transporter for pipe sizes 6" to 24"+.
- Aries TR3000 Badger large line wheeled transporter with pneumatic tire kit/storm drain kit for pipe sizes 8" to 48".
- Envirosight Halo optic zoom camera with reflective light capable of 300' of clear inspection
- Confined Space Equipment

## **Proposed Work Plan**

### Planning

- Proposal to customer
- Execute contract

### Day 1 through Duration

- Mobilization to Job Site
- Review Scope of Work & Safety
- Setup work zone
- Begin Inspections of drain structures
- QA/QC with Customer
- Restore job site
- Demobilization

### Post Planning

- Deliverables

## **Level 2 – Standard Reporting Package**

- Reporting at project completion
- Choose one of 3 options. 2 copy maximum.
- Data reviewed for quality assurance
- Delivered on external drive, upload to file sharing service (dropbox, google drive), or 3 ring binder with DVD. Size of project will determine practicality of these deliverable medium options.
- These options are sent via USPS regular mail excluding the upload option. Priority mail options available.

### **A.) 3 ring binder option - Content**

# **TED BERRY**

**COMPANY Inc.**

- 100 pages maximum (additional charges apply for larger binders)
- Small 3 ring binder with printed cover sheet
- 'Project summary' (printed)
- 'Defect Listing Plot with Images' for all inspected pipelines (printed)
- PACP condition grading report for all inspected pipelines (printed)
- DVD containing all video and pictures, the IT pipes viewer for end user viewing of CCTV inspections / reports, and digital copies of reports (Project Summary, Plot listing Image 4/page, PACP Condition Grading Report)
- Step by step how to guide for using the IT pipes viewer for CCTV inspections (printed).

**B.) External drive option - Content**

- IT pipes viewer software for easy viewing of video, pictures, and .pdf reports
- IT pipes .mdb database containing all asset and inspection data
- All video (.WMV) and pictures (.JPG) associated with CCTV inspections
- All .pdf line reports for inspected pipelines to include: Project Summary, Plot Listing Image 4/page, PACP Condition Grading Report
- Step by step how to guide for using the IT pipes viewer for CCTV inspections (.pdf format)

**C.) Upload to file sharing service option - Content**

- Due to storage restrictions, files will be uploaded for customer download and remain stored in online server for a limited time. Please download at your earliest convenience.
- IT pipes viewer software for easy viewing of video, pictures, and .pdf reports
- IT pipes .mdb database containing all asset and inspection data
- All video (.WMV) and pictures (.JPG) associated with CCTV inspections
- All .pdf line reports for inspected pipelines to include: Project Summary, Plot Listing Image 4/page, PACP Condition Grading Report
- Step by step how to guide for using the IT pipes viewer for CCTV inspections (.pdf format)
- Project Billing

**Billable Units**

Description	Lump Sum	Cost
Inspection of Storm water piping	1	\$4,500.00

**Terms and Conditions**

All quotes are good for 30 days from date of inquiry.

**Payment is due Net 30 from the date the project is completed.**

**Condition of Property:**

The parties acknowledge that the nature of the Work to be performed hereunder at the Property is such that the sewer line and other characteristics and conditions of the site and Property cannot be fully

# **TED BERRY**

**COMPANY Inc.**

assessed by Contractor until the Services identified have commenced. As such, the parties acknowledge that the condition of the Property including the storm line may necessitate and executing applicable Purchase Orders. Neither party, at this time, can satisfy itself as to coordination of such schedules and as to the existing condition of all parts of the Property and its location, including, without limitation, access to the Site, availability, location, and condition of the storm line, all necessary utilities, climatic conditions, surface and subsurface conditions, potential exposure to hazardous or toxic wastes and substances, gases and other hazardous conditions and the condition of all improvements in or on the Property. Once the actual condition of the Property or of any of the other items described above is determined and necessary modifications to Schedule A and/or Purchase Orders are mutually agreed upon, the Contractor shall be solely responsible for completing the Work.

**Benefits:** When the project is complete you will have (2) copies of I.T. Pipes Viewer in DVD format which includes all line reports, all .jpeg photos and videos taken during the inspection. I.T. Pipes Viewer includes a print manager option which allows you to print additional or future line reports.

We appreciate the opportunity to provide you with this proposal and we look forward to the chance to work with you. Please sign and return signed copy upon acceptance of this proposal.

Sincerely,

Dave Beauchamp  
Senior Project Manager

**No job is so important and no service is so urgent that we cannot take the time out to perform or work safely.**

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

# TES Environmental Consultants, LLC

November 29, 2016

Re: TES JN 16-0124

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

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

Dear Mr. Gorham:

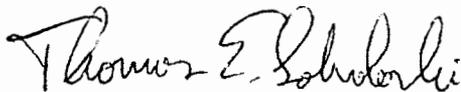
TES Environmental Consultants, L.L.C. (TES) is pleased to submit to you this proposal for environmental services associated with the above-referenced site in Gilford, New Hampshire. These services would consist of performing a biological assessment of the proposed work area for the possible presence of small whorled pogonia (*Isotria medeoloides*), a species of orchid identified as Threatened by the U.S. Fish and Wildlife Service and potentially occurring in the vicinity of Laconia Airport.

Due to seasonal considerations (small whorled pogonia is a relatively soft-stemmed wildflower that essentially disappears following frosts), conducting the biological assessment is not possible at the present. The biological assessment will proceed in mid-May 2017, and will consist of an exhaustive field survey to determine if the small whorled pogonia is present within the proposed project area. The survey will involve traversing the site, focusing on areas providing potential habitat for this species (generally mature forests having open understories, acidic upland soils, and accumulations of leaf litter/forest duff). Field notes on the physical and biological properties of the survey area will be taken, along with photographs to document site conditions.

Should this species be found, the plants will be photographed, the location(s) will be flagged, and following notification of the findings to Jacob's Engineering, consultations are expected to ensue with the U.S. Fish and Wildlife Service to determine appropriate mitigation measures. A letter report detailing the findings of the field survey, including photographs, will be prepared for submission to the U.S. Fish and Wildlife Service, regardless of the outcome of the field survey. This report will summarize the vegetative communities and soil properties within the project area, in order to document the favorability of the site for the occurrence of small whorled pogonia, or lack thereof.

The not-to-exceed fee to complete these services will be \$600.00, including the field survey, report preparation and consultations with the U.S. Fish and Wildlife Service should this plant be found within the survey area. Thank you for the opportunity to provide this proposal to you.

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



Thomas E. Sokoloski  
New Hampshire Certified Wetland Scientist #127

## Gorham, John

---

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

Marv and John,

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

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

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

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



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

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

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

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

*Supporting New Hampshire Aviation Since 1941*

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

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

RECEIVED

DEC 20 2016

RECEIVED

DEC 12 2016

NH AERONAUTICS

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

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

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

GENERAL PROJECT INFORMATION

DOT Project Name & Number Taxiway E Extension & Drainage Improvements (SBG 09-13-2017)

Brief Descriptive Project Title Construct, mark, light, sign & improve drainage to an extension to Taxiway E 2300 +/- foot long by 35' wide; Expand the Itinerant Apron 6135 +/- square yards; and Improve a 50 +/- foot portion of the Runway 8 drainage system.

Project Location Laconia Municipal Airport

City/Town Gilford

Lead Federal Agency and Contact (if applicable) FAA through NHDOT (Carol Niewola, PE, CM)  
(Agency providing funds, licenses, or permits)

Permit Type and Permit or Job Reference # SBG 09-13-2017

DOT Environmental Manager (if applicable)

PROJECT SPONSOR INFORMATION

Project Sponsor Name Laconia Airport Authority

Mailing Address 65 Aviation Drive Phone Number 603.524.5003

City Gilford State NH Zip 03429 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/nhdhrl/review>. Please refer to the Request for Project Review for Transportation Projects Instructions for direction on completing this form. Submit 2 copies of this project review form for each project for which review is requested. Include 1 self-addressed stamped envelope to expedite review response. Project submissions will not be accepted via facsimile or e-mail. This form is required. Review request form must be complete for review to begin. Incomplete forms will be sent back to the applicant without comment. Please be aware that this form may only initiate consultation. For some projects, additional information will be needed to complete the Section 106 review. All items and supporting documentation submitted with a review request, including photographs and publications, will be retained by the DOT and the DHR as part of its review records. Items to be kept confidential should be clearly

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

**PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION**

Project Boundaries and Description

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

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

Architecture

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

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

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

Archaeology

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

If yes, submit all of the following information:

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

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

**AGENCY COMMENT**

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

Sent to DHR; Authorized DOT Signature: Sheela Choudhary Date: 12/9/2016

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

Comments: No archaeological issues  
Lacoma Airport has not yet been surveyed so it is unknown whether the property as a whole constitutes an eligible historic district. For this town, at least one element - the runway in question - existed prior to 1942. A better understanding of the potential for the airport to be eligible - and what would contribute to it - would be helpful in an assessment of effect.

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



## United States Department of the Interior



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

Consultation Code: 05E1NE00-2017-SLI-0359

November 25, 2016

Event Code: 05E1NE00-2017-E-00423

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

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

### To Whom It May Concern:

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

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

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

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

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

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

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

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

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

Attachment



United States Department of Interior  
Fish and Wildlife Service

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

## Official Species List

### Provided by:

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

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

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

**Project Type:** TRANSPORTATION

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

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

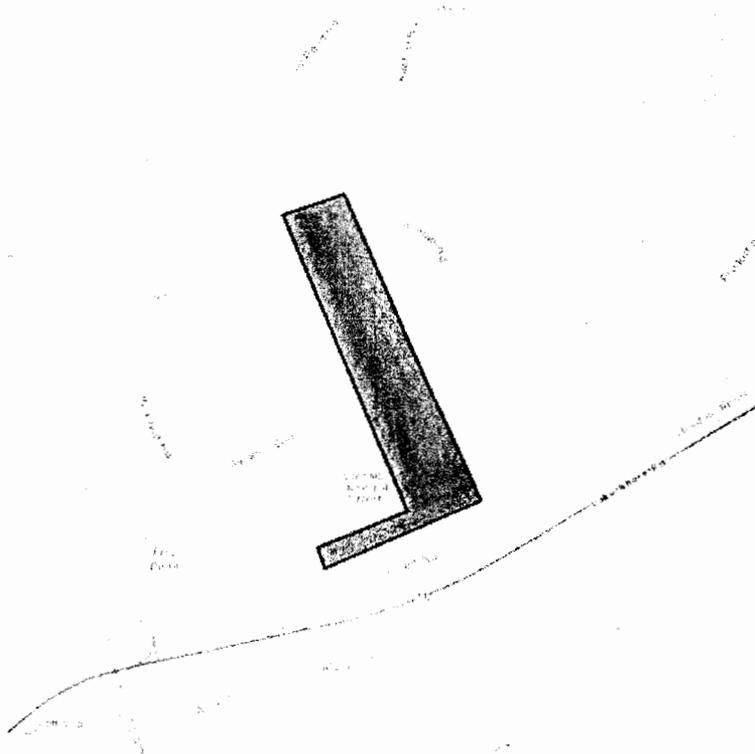
**Please Note:** The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your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



United States Department of Interior  
Fish and Wildlife Service

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

**Project Location Map:**



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

**Project Counties:** Belknap, NH



United States Department of Interior  
Fish and Wildlife Service

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

## Endangered Species Act Species List

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

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



United States Department of Interior  
Fish and Wildlife Service

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

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

There are no critical habitats within your project area.

# TES Environmental Consultants, LLC

July 15, 2017

Re: TES JN 16-0124

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

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

Dear Mr. Gorham:

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

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

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

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

# TES Environmental Consultants, LLC

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

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

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

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

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



Thomas E. Sokoloski  
New Hampshire Certified Wetland Scientist #127

# TES

TES ENVIRONMENTAL CONSULTANTS, L.L.C.

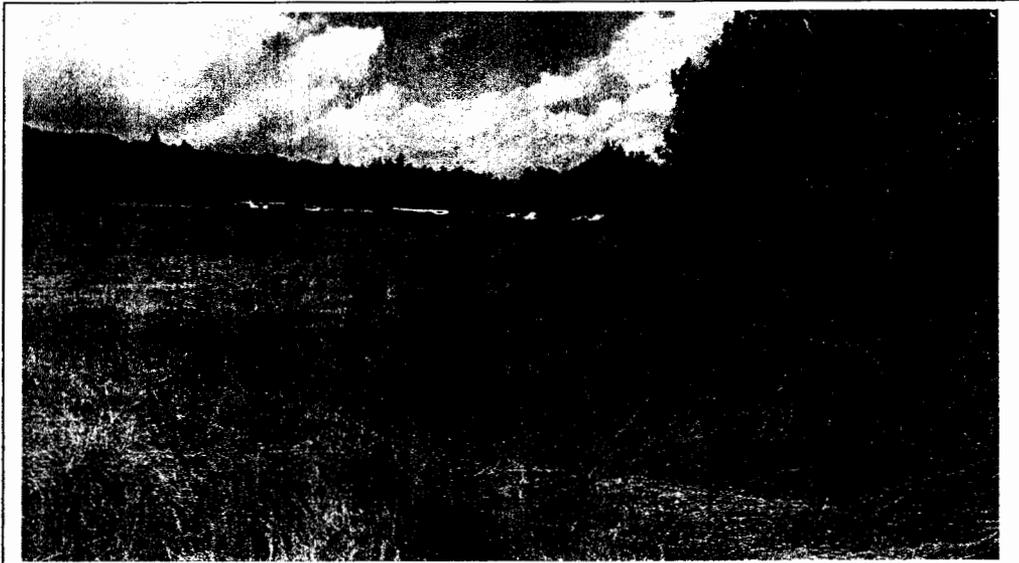


FIGURE 1  
Grassland Strip on East Side of Taxiway E, View North with Wooded Area  
to Right and Taxiway to Left (7/13/2017)



FIGURE 2  
Exposed Bare Subsoil on Overgrown Soil Pile in Northern Part of the Forest  
East of Taxiway E (7/13/2017)

*Environmental Planning & Permitting*

*Soil & Wetland Investigations*

# **TES**

**TES ENVIRONMENTAL CONSULTANTS, L.L.C.**



FIGURE 3

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



FIGURE 4

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

*Environmental Planning & Permitting*

*Soil & Wetland Investigations*

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1494 Route 3A, Unit 1 Bow, NH 03304 Phone 856-8925

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

# TES

TES ENVIRONMENTAL CONSULTANTS, L.L.C.



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



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

*Environmental Planning & Permitting*

*Soil & Wetland Investigations*

# TES

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

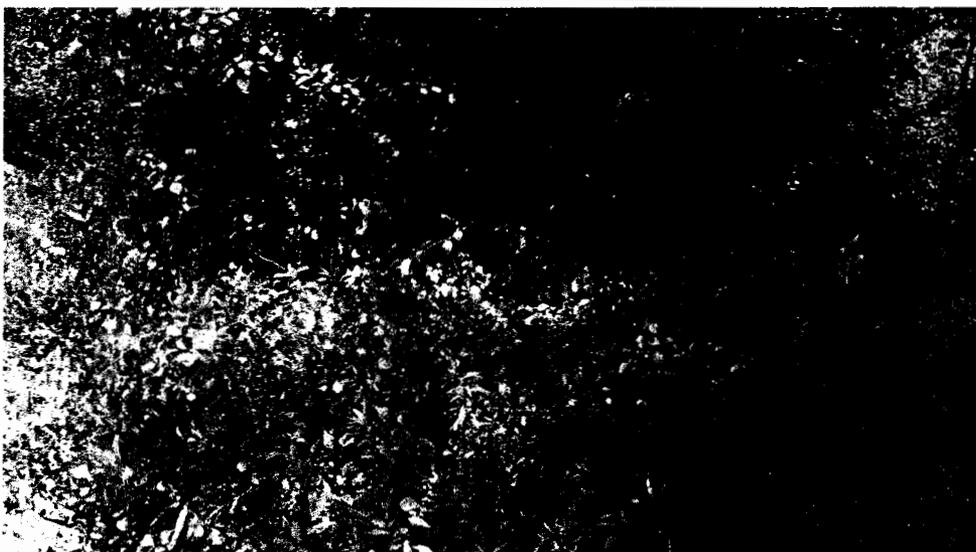


FIGURE 8  
Heavy Oriental Bittersweet Infestation at Edge of Forest and Grassland  
East of Taxiway E (7/13/2017)

*Environmental Planning & Permitting*

*Soil & Wetland Investigations*

## 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.

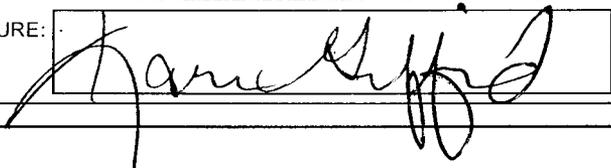
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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: Ms.	* First Name: Karmen Middle Name:
* Last Name: Gifford	Suffix:
* Title: Vice Chair, Laconia Airport Authority	
* SIGNATURE: 	* DATE: 10/04/2017

---

## 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-09-13-2017

Description of Work: Phase I Design Only for: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

### Application

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

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

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

### Certification Statements

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

Yes    No

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

Yes  No

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

Yes  No

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

### Sponsor's Certification

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

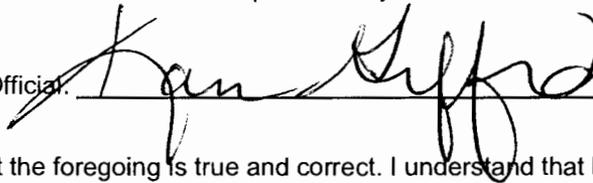
Executed on this 17th day of October, 2017.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Karmen Gifford

Title of Sponsor's Authorized Official: Vice Chair, Laconia Airport Authority

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



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

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-13-2017

Description of Work: Phase I Design Only for: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

### Application

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

### Certification Statements

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

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

Yes  No  N/A

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

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

Yes  No  N/A

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

Yes  No  N/A

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

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

Yes  No  N/A

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

Yes  No  N/A

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

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

Yes  No  N/A

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

Yes  No  N/A

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

**Location 1**

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

**Location 2 (if applicable)**

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

**Location 3 (if applicable)**

Name of Location:  
Address:

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

**Sponsor's Certification**

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

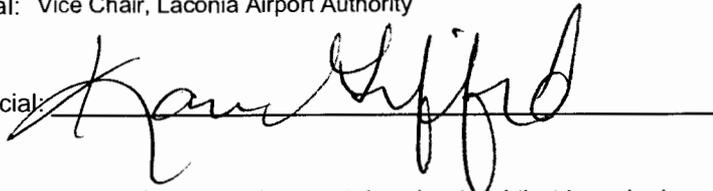
Executed on this *4th* day of October, 2017.

Name of Sponsor: Laconia Municipal Airport

Name of Sponsor's Authorized Official: Karmen Gifford

Title of Sponsor's Authorized Official: Vice Chair, Laconia Airport Authority

Signature of Sponsor's Authorized Official:

A handwritten signature in black ink, appearing to read "Karmen Gifford", is written over a horizontal line.

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

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-13-2017

Description of Work: Phase I Design Only for: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

### Application

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

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

### Certification Statements

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

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

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes  No  N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes  No  N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes  No  N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes  No  N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes  No  N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

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

Yes  No  N/A

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

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

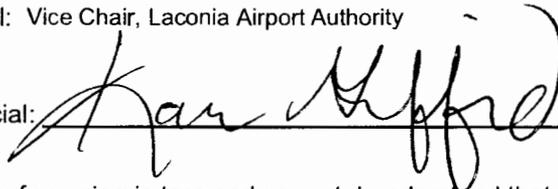
Executed on this 4th day of October, 2017.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Karmen Gifford

Title of Sponsor's Authorized Official: Vice Chair, Laconia Airport Authority

Signature of Sponsor's Authorized Official:



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

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-13-2017

Description of Work: Phase I Design Only for: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

#### Application

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

#### Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

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

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

Yes  No  N/A

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

Yes  No  N/A

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

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

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

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

Yes  No  N/A

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

Yes  No  N/A

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

**Sponsor's Certification**

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

Executed on this 4th day of October, 2017.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Karmen Gifford

Title of Sponsor's Authorized Official: Vice Chair, Laconia Airport Authority

Signature of Sponsor's Authorized Official:



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

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-13-2017

Description of Work: Phase I Design Only for: Construct Taxiway E Extension, Improve Taxiway E and Apron Drainage, & Expand Itinerant Apron Parking

#### Application

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

#### Certification Statements

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

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

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

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

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

Yes    No    N/A

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

Yes    No    N/A

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

### Sponsor's Certification

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

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

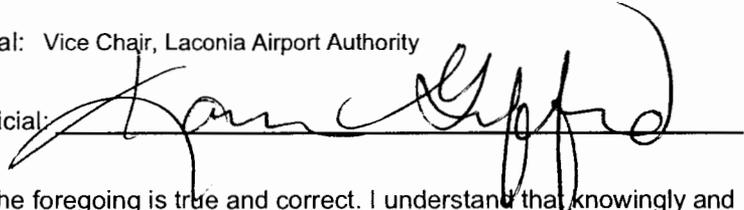
Executed on this 4th day of      October      , 2017      .

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Karmen Gifford

Title of Sponsor's Authorized Official: Vice Chair, Laconia Airport Authority

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.



## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

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

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

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### Federal Legislation

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

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

### **Executive Orders**

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

### **Federal Regulations**

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

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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### **Specific Assurances**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **Footnotes to Assurance C.1.**

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

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

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

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

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

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

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

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

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

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

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

**19. Operation and Maintenance.**

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

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

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

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

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

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

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

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

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

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

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

## **26. Reports and Inspections.**

It will:

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

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

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

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

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

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

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

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

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

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

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

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

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

**32. Engineering and Design Services.**

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

**33. Foreign Market Restrictions.**

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

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 1/24/17 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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