



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

February 4, 2014
Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the Laconia Airport Authority (Vendor Code 156889), for SBG-09-07-2013, to construct a perimeter wildlife fence, Phase IIIA at the Laconia Municipal Airport. State and Federal participation in the amount of \$367,862.50 is effective upon Governor and Council approval through March 31, 2018. 94.74% Federal Funds, 5.26% General Funds.

Table with 2 columns: Description and FY 2014 amount. Rows include FAA Projects and Bonded Expenses for various grant numbers, totaling \$367,862.50.

EXPLANATION

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

Table with 2 columns: FAA Grant Number and FAA Grant Amount. Lists grants from 2010 to 2013 with amounts ranging from \$541,512.00 to \$1,960,512.00.

A total of \$348,501.00 (or 90% of the project cost) is proposed from the grants listed above for this airport development project (SBG-09-07-2013 copy attached) to construct a portion of the perimeter wildlife fence on the north and south end of the Laconia Municipal Airport. The airport contracted with the United States Department of Agriculture (USDA) Wildlife Service to perform a Wildlife Hazard Assessment in 2011. As a result of this assessment, it was determined that the entire airport would need to be fenced to minimize the wildlife in the vicinity of the active areas of the airport. A complete airport fence enclosure is critical to maintaining a safe environment for aircraft operations. The design of this project was completed under a separate FAA grant and was approved by Governor and Council on September 19, 2012, item #127 (letter attached). It is anticipated that a future grant will be issued to construct the remaining sections of the airport fence at the east end of the airport.

The cost breakdown of this project is as follows:

Administration and Wetland Mitigation	\$ 5,535.00
Engineering fees	\$ 5,738.00
Resident Engineering	\$ 49,839.00
Underground Utility and Material Testing	\$ 3,800.00
Construction (Hastie Fence)	<u>\$ 322,312.00</u>
Total	\$ 387,224.00

The Department of Transportation accepts the Federal Funds for this project as a pass through to the Laconia Airport Authority in accordance with RSA 422:15. State participation in the amount of \$19,361.50 (5% of this project) is also requested. The Laconia Airport Authority will participate in the amount of \$19,361.50 (5% of this project). The total cost of this airport improvement project is \$387,224.00.

In the event that the federal funds are no longer available, General Funds will not be requested to support this program.

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2011 253:1 XIV-A and 2009, 145:1, XII-A, Capital Budget.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

CDC/tlsl

Attachment:

Leconte Municipal Airport  
 10001 Leconte Blvd  
 Raleigh, NC 27617  
 BID CARVASS 89  
 December 8, 2013

ITEM NO.	CONTRACTOR'S NAME	DESCRIPTION	UNIT	QTY	ENGR ESTIMATE		HASTIE		ABEL		VRSE		FENCES UNIMATED		BROOKS		PREMIER	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Construction Cost Estimate - Base Bid																		
P-1314.1	Blank		AC	7		\$12,500.00		16,000.00										
P-1314.2	Vegetation Removal		LS	1		\$15,000.00		15,000.00										
P-1314.3	Gravel		CV	2,500		\$20,000.00		24,250.00										
P-1314.4	Gravel		CV	1,500		\$27,485.00		70.00										
P-1314.5	Chain Link Fence 4' H x 12' W x 1/2" Galvanized Steel Mesh		UF	10,450		\$281,250.00		24.00										
P-1314.6	Chain Link Fence 4' H x 12' W x 1/2" Galvanized Steel Mesh		UF	4,300		\$107,500.00		20.00										
P-1314.7	Chain Link Fence 4' H x 12' W x 1/2" Galvanized Steel Mesh		UF	400		\$8,000.00		10.00										
P-1314.8	Chain Link Fence 4' H x 12' W x 1/2" Galvanized Steel Mesh		UF	20		\$600.00		20.00										
P-1314.9	Top Soil (20' Free Soil)		CV	800		\$9,500.00		0.85										
P-1314.10	Top Soil (20' Free Soil)		CV	400		\$2,500.00		3.00										
P-1314.11	Gravel		CV	800		\$9,500.00		0.85										
P-1314.12	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.13	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.14	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.15	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.16	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.17	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.18	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.19	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.20	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.21	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.22	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.23	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.24	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.25	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.26	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.27	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.28	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.29	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.30	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.31	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.32	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.33	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.34	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.35	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.36	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.37	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.38	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.39	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.40	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.41	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.42	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.43	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.44	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.45	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.46	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.47	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.48	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.49	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.50	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.51	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.52	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.53	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.54	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.55	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.56	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.57	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.58	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.59	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.60	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.61	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.62	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.63	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.64	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.65	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.66	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.67	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.68	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.69	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.70	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.71	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.72	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.73	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.74	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.75	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.76	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.77	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.78	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.79	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.80	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.81	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.82	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.83	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.84	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.85	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.86	Gravel		CV	2,000		\$27,500.00		4.50										
P-1314.87	Gravel		CV	2,000		\$27,500.00		4.50		</								





U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

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

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Date of Offer: March 29, 2010

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-08-2010

DUNS No.: 80-889-1697

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 29, 2010, for a grant of Federal funds for a project at or associated with the State of New Hampshire Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

New Hampshire Block Grant (Phase I, FY2010), including discretionary funding in the amount of \$300,000 for a reimburseable agreement associated with Nashua-Boire Field Airport, Nashua, NH.

all as more particularly shown in the project application.

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

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

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,512,446.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.  

\$00.00	for planning
\$1,512,446.00	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before March 30, 2010, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

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

11. Trafficking Persons:

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

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

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

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

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

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either- February 19, 2008.

3. A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

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

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

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

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

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

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

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

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



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

*LaVerne F. Reed*  
Title: Manager, Airports Division,  
New England Region

Part II - Acceptance

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

Executed this 29<sup>th</sup> day of March, 2010.

State of New Hampshire

By *[Signature]*

Title: Jack W. Farns, Director  
Aeronautics, Field, and Transit

DIANE L. HARTFORD NHDOT  
Notary Public

My Commission Expires May 20, 2014

(SEAL)

Attest: *Diane Hartford*

Title: Admin. Asst. / Notary Public

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Concord, NH this 29<sup>th</sup> day of March, 2010.

*[Signature]*  
Signature of Sponsor's Attorney





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT  
Part 1 - Offer**

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Date of Offer: July 16, 2010

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-09-2010

DUNS No.: 80-889-1697

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 30, 2010,  
for a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein  
and made a part hereof; and

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

New Hampshire Block Grant (Phase II, FY2010),

all as more particularly shown in the project application.

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

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

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$885,005.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$885,005.00	for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before July 26, 2010, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

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

11. Trafficking Persons:

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -
  1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either- February 19, 2008.
3. A. Associated with performance under this award; or  
B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

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

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

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Boyd A. Zella  
Title: Manager, Airports Division,  
ACTIVE New England Region

Part II - Acceptance

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

Executed this 19 day of July, 2010.

State of New Hampshire

By

Title:

Jack W. Ferns

Jack W. Ferns, Director  
Aeronautics, Rail, and Transit  
NH DOT

(SEAL)

Attest:

Title:

Diane L. Hartford  
Notary Public

DIANE L. HARTFORD  
Notary Public  
My Commission Expires May 20, 2014

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Concord, N.H. this 19<sup>th</sup> day of July, 2010.

Dr. Hitts  
Signature of Sponsor's Attorney



U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT**

**Part 1 - Offer**

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Date of Offer: September 2, 2011

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-13-2011

DUNS No.: 80-859-1697

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated Juen 14, 2011,  
for a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant Program which Project Application, as approved by the FAA, is hereby  
incorporated herein and made a part hereof; and

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

State Block Grant (FY2011, Phase III),

all as more particularly shown in the project application.



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

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

**Conditions**

1. The maximum obligation of the United States payable under this offer shall be \$541,512.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$541,512.00	for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 12, 2011, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

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

11. Trafficking Persons:

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

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

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

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

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

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

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

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

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

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

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

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

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

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

Boyd A. Reff  
Title: Manager, Airports Division,  
ACTING New England Region

**Part II - Acceptance**

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

Executed this 7<sup>TH</sup> day of SEPTEMBER, 2011.

State of New Hampshire

(SEAL)

By Michael P. Pillsbury  
Title: Deputy Commissioner

Attest: Diane Hartford  
Title: Administrative Asst.

DIANE L. HARTFORD  
Notary Public  
My Commission Expires May 20, 2014

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at Concord, N.H. this 7<sup>th</sup> day of September, 2011.

[Signature]  
Signature of Sponsor's Attorney



U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

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

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Date of Offer: May 29, 2012

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-016-2012

DUNS No.: 80-859-1697

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

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

**HEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 30, 2012,  
or a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein  
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2012),

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

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

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,960,512.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$1,960,512.00	for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 29, 2012, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. 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 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations'). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. Trafficking Persons:

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

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

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

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

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

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

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

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

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



13. It is understood and agreed that all sub-grants issued under this block grant agreement will be in accordance with the federal participation rate of up to 90%.

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

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

B. W. R. M.  
Title: Manager, Airports Division,  
ACTIVE New England Region

Part II - Acceptance

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

Executed this 31<sup>st</sup> day of May, 2012.  
State of New Hampshire

(SEAL)

By M. P. Kelly  
Title: Deputy Commissioner

Attest: J. Thomas Manseau  
Title: J. THOMAS MANSEAU, Notary Public  
My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Stephen G. LaBonte, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Concord, NH this 12 day of June, 2012.

Stephen G. LaBonte  
Signature of Sponsor's Attorney



U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

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

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Date of Offer: July 17, 2013

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-018-2013

DUNS No.: 80-859-1697

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 23, 2013,  
for a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein  
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2013),

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

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

#### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,102,793.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$4,102,793.00	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before August 19, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

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

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. 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 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. In accordance with Section 47108(b) of the Act, 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 projects.

13. **ELECTRONIC GRANT PAYMENT(S)**: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

a. **Grant Recipient Requirements.**

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

b. **System User Access.**

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:  
DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

c. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001,  
DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management  
will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy  
invoices directly to:

DOT/FAA  
PO Box 25082  
AMZ-110  
Oklahoma City, OK 73125

14. Trafficking Persons:

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

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

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

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

- i. Is determined to have violated a prohibition in paragraph a.1 of this award  
term; or
- ii. Has an employee who is determined by the agency official authorized to  
terminate the award to have violated a prohibition in paragraph a.1 of this award term  
through conduct that is either- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or the  
subrecipient using the standards and due process for imputing the conduct of an individual  
to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on  
Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at  
49 CFR Part 29.

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

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

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

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing  
the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB  
Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as  
implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

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

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

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

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

15. It is understood and agreed that all sub-grants issued under this block grant agreement will be in accordance with the federal participation rate of up to 90%.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

*B. H. Roll*

Title: <sup>ACTING</sup> Manager, Airports Division,  
New England Region

Part II - Acceptance

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

Executed this 15th day of July, 2013.

State of New Hampshire

(SEAL)

*[Signature]*  
Signature of Sponsor's Designated Official Representative

Patrick C. Herlihy  
Typed Name of Sponsor's Designated Official Representative

Director  
Typed Title of Sponsor's Designated Official Representative

Attest:

*[Signature]*  
J. THOMAS MANSEAU, Notary Public

Title: My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Brian Buonamano, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Concord NH this 24 day of July, 2013.

*[Signature]*  
Signature of Sponsor's Attorney





U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

GRANT AGREEMENT  
Part 1 - Offer

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Date of Offer: SEP 10 2013

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-019-2013

DUNS No.: 80-859-1697

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 13, 2013,  
for a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein  
and made a part hereof; and

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

New Hampshire Block Grant Program (FY2013) includes:

- Discretionary funding for Laconia Municipal Airport to install a wildlife perimeter fence in the amount of \$282,631;
- Discretionary funding for Concord Municipal Airport to construct a parallel taxiway in the amount of \$2,494,428;
- Discretionary funding for Portsmouth International at Pease Airport to rehabilitate apron pavement in the amount of \$1,178,901;

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

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

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$3,955,960.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$3,955,960.00	for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 17, 2013, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. 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 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. In accordance with Section 47108(b) of the Act, 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 projects.

13. **ELECTRONIC GRANT PAYMENT(S)**: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

a. **Grant Recipient Requirements.**

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

b. **System User Access.**

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:  
DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

c. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001,  
DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management  
will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy  
invoices directly to:

DOT/FAA  
PO Box 25082  
AMZ-110  
Oklahoma City, OK 73125

14. Trafficking Persons:

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either- February 19, 2008.
3. A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

15. It is understood and agreed that all sub-grants issued under this block grant agreement will be in accordance with the federal participation rate of up to 90%.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

B. H. Zell  
Title: Manager, Airports Division,  
New England Region

Part II - Acceptance

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

Executed this 1<sup>st</sup> day of September, 2013.

State of New Hampshire

[Signature]  
Signature of Sponsor's Designated Official Representative

(SEAL)

Patrick C. Hertling  
Printed/Typed Name of Sponsor's Designated Official Representative

Director of Aeronautics, Rail and Transit  
Printed/Typed Title of Sponsor's Designated Official Representative

Attest: J. Thomas Manseau  
Title: J. THOMAS MANSEAU, Notary Public  
My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Brian Buonamano, acting as Attorney for the Sponsor do hereby certify:  
(Attorney's Name Printed)

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

Dated at Concord this 13 day of September, 2013.

[Signature]  
Signature of Sponsor's Attorney





New Hampshire Department  
of Transportation  
Bureau of Aeronautics

**GRANT AGREEMENT  
PART I – OFFER**

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December 26, 2013

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

Laconia Municipal Airport

\_\_\_\_\_  
Airport Name/Planning Area

SBG-09-07-2013

\_\_\_\_\_  
Project No.

86-856-4758

\_\_\_\_\_  
DUNS No.

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

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

**WHEREAS**, the Sponsor has submitted to the State a Project Application dated May 14, 2013 for a grant of federal and state funds for a project at or associated with the Laconia Municipal Airport, which Project Application, as approved by the State, is hereby incorporated herein and made a part hereof; and

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

Construct Only: Perimeter/Wildlife Fence – Phase IIIA (approx. 9,500LF)

all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the 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, as the United States' and State's shares of the allowable costs incurred in accomplishing the Project, 95 per centum thereof.

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

### **CONDITIONS**

1. The maximum obligation of the United States and State payable under this Offer shall be \$618,224.50. For the purposes of any future grant amendments which may increase the foregoing maximum obligations of the United States and State under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$0.00 for planning

\$367,862.50 for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under the Act.

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

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

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

6. This offer shall expire and the United States and the State shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before January 31, 2014 or such subsequent date as may be prescribed in writing by the State.

7. The Sponsor shall 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" mean funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. It shall obtain the approval of the State as to any determination of the amount of the Federal and State shares of such funds. It shall return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. It shall 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 shall be approved in advance by the State.

8. Neither the United States nor the State shall be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. The Sponsor shall defend,

indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Sponsor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

9. 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 or 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.

10. 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.

11. 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.

12. 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.

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

- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

14. 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, RSA 31:95-b.

**15. Central Contractor Registration and Universal Identifier Requirements:**

**A. Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make subawards under this award, you:

- 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

### C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. 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 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

16. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

17. **ENVIRONMENTAL PERMITS:** The Sponsor shall not proceed with any construction activities in areas where environmental permits are required unless the environmental permits have been issued and copies of same provided to the State. No grant reimbursements under this grant will be made by the United States and State to the Sponsor for any eligible work under this grant until all environmental permits, if any, have been issued and copies of same provided to the State.

18. **IMPROVEMENTS NOT ON AIRPORT-OWNED OR CONTROLLED LAND:** No grant reimbursements under this grant agreement will be made by the United States and State to the Sponsor for any improvements on land not owned or controlled by the Sponsor.

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**



Patrick C. Herlihy  
Director  
Division of Aeronautics, Rail & Transit

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

2/21/14  
Dated

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.

Executed this 27<sup>th</sup> day of January, 2014.

(SEAL)

City of Laconia/Laconia Airport Authority  
(Name of Sponsor)

  
(Signature of Sponsor's Designated Official Representative)

By: Edward Engler  
(Typed Name of Sponsor's Designated Official Representative)

Title: Mayor, City of Laconia & chair, Laconia Airport Authority  
(Typed Title of Sponsor's Designated Official Representative)

Attest:   
(Signature of Witness)

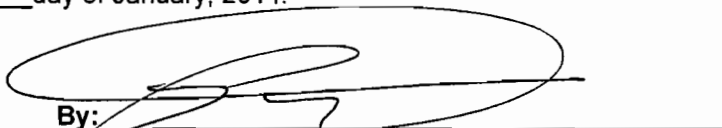
By: Diane Terrill, Airport Manager  
(Typed Name and Title of Witness)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of 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, New Hampshire this 27<sup>th</sup> day of January, 2014.

By:   
(Signature of Sponsor's Attorney)  
Paul T. Fitzgerald



**CERTIFICATE OF VOTE**

I, Mary Reynolds, do hereby certify that I am the City Clerk of the City of Laconia, a municipality in the state of New Hampshire, county of Belknap, in the United States of America.

I do further certify that Edward Engler is the Mayor of the City of Laconia and Chair of the Laconia Airport Authority and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality any 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 27, 2014.

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 27<sup>th</sup> day of January, 2014.



*Signature*

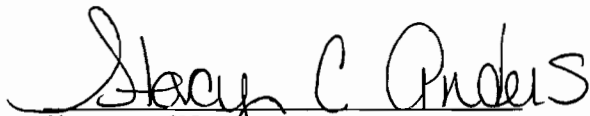
City Clerk

*Title of Signatory*

SEAL

**NOTARY STATEMENT**

As Notary Public, registered in the state of New Hampshire, county of Belknap upon this date 1-27-2014 2014, appeared before me Stacy Anders, the above signed officer personally appeared Mary Reynolds, who acknowledged herself to be the City Clerk of the City of Laconia, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the City of Laconia, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

  
Signature of Notary

**STACY C. ANDERS**, Notary Public  
**My Commission Expires March 30, 2016.**

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

SEAL

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



**ace usa**

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

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

February 3, 2014

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**

**CERTIFICATE OF INSURANCE (PAGE 1 OF 2)**

**THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY, AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.**

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

**DESCRIPTIVE SCHEDULE**

**Named Insured:** Laconia Airport Authority  
**Address:** 65 Aviation Drive, Gilford, New Hampshire 03249  
**Policy Number:** AAP N00975655.010  
**Policy period:** From: March 5, 2013 to: March 5, 2014 ( both dates at 12.01 am LST)  
**Location:** Laconia Municipal Airport (FAA Identifier: LCI), Laconia, New Hampshire  
**Type:** Airport Owners and Operators Liability insurance  
**Limits of insurance:** Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined  
\$10,000,000 each occurrence/offense, subject to the following limitations:  
Products-Completed Operations Aggregate Limit..... \$10,000,000  
Personal Injury and Advertising Injury Aggregate Limit . ..... \$10,000,000  
Malpractice Aggregate Limit..... \$10,000,000  
Hangarkeepers Limit Any One Occurrence..... \$10,000,000  
Hangarkeepers Limit Any One Aircraft.. ..... \$10,000,000

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

**Additional Agreement:** With respect to **Project #SBG-09-07-2013** WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the **Certificate Holder** shown on Page 2 of this Certificate of Insurance as an insured, but only with respect to liability to which the insurance provided under the above Policy applies that is caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "airport operations".



**ace usa**

February 3, 2014

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

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

**State of New Hampshire, Department of Transportation  
P. O. Box 483  
Concord, New Hampshire 03302-0483**

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

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

By \_\_\_\_\_  
Roddy McMullen, Executive Underwriter  
(Authorized Representative)

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/22/2014

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

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

PRODUCER <b>Melcher &amp; Prescott-Laconia</b> 426 Main Street Laconia, NH 03246	Phone: 603-524-4535	CONTACT NAME:
	Fax: 603-528-4442	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		NAIC #
INSURED <b>Steven J Smith Assoc., Inc.</b> 6 Lily Pond Road Gilford, NH 03249	INSURER A: <b>Allmerica Financial Benefit</b>	41840
	INSURER B: <b>Citizen Insurance Company</b>	31534
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X		OBV9282067	08/30/2013	08/30/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			AWV9282059	08/30/2013	08/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WBV9282043	08/30/2013	08/30/2014	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

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

Project SBG-09-07-2013: Construction of Wildlife Perimeter Fence (approx. 15,000LF) State of NH, Laconia Airport Authority & the City of Laconia are listed as Additional Insured as respects General Liability per Hanover form 391-1448 12/09 Businessowners Deluxe Platinum Architects and Engineers Broadening Endorsement. States in which statutory coverage is provided: NH.

**CERTIFICATE HOLDER**

STATE29

State of NH  
Department of Transportation  
PO Box 483  
Concord, NH 03302-0483

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





Application for Federal Assistance SF-424	
<b>*1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
<b>*2. Type of Application</b> * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation      *Other (Specify) _____ <input type="checkbox"/> Revision	
<b>*3. Date Received:</b> <b>4. Applicant Identifier:</b> 09-07-2013 <b>RECEIVED</b>	
<b>5a. Federal Entity Identifier:</b> DEC 24 2013	<b>*5b. Federal Award Identifier:</b>
<b>State Use Only:</b> NH AERONAUTICS	
<b>6. Date Received by State:</b>	<b>7. State Application Identifier:</b>
<b>8. APPLICANT INFORMATION:</b>	
<b>*a. Legal Name:</b> City of Laconia/Laconia Airport Authority	
<b>*b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 02-0445324	<b>*c. Organization's DUNS</b> 868564758
<b>d. Address:</b>	
<b>*Street 1:</b> 65 Aviation Drive	
<b>Street 2:</b> _____	
<b>*City:</b> Gilford	
<b>County:</b> Belknap	
<b>*State:</b> NH	
<b>Province:</b> _____	
<b>*Country:</b> United States	
<b>*Zip / Postal Code</b> 03249	
<b>e. Organizational Unit:</b>	
<b>Department Name:</b> Laconia Airport Authority	<b>Division Name:</b> Airport Manager
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
<b>Prefix:</b> Ms. <b>*First Name:</b> Diane	
<b>Middle Name:</b> J	
<b>*Last Name:</b> Terrill	
<b>Suffix:</b> _____	
<b>Title:</b> Airport Manager	
<b>Organizational Affiliation:</b> Laconia Airport Authority	
<b>*Telephone Number:</b> 603-524-5003	<b>Fax Number:</b> 603-524-0428
<b>*Email:</b> diane.terrill@laconiaairport.com	

**Application for Federal Assistance SF-424**

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

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

Federal Aviation Administration

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

20.106

CFDA Title:

Airport Improvement Program

**12. Funding Opportunity Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

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

City of Laconia and Town of Gilford

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

Construction of Perimeter Wildlife Fencing Phase IIIA, Approximately 9,500LF

Attach supporting documents as specified in agency instructions.





**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

N/A

PART II

PROJECT APPROVAL INFORMATION  
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes  No

Name of Governing Body:  
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes  No

Name of Agency or Board:  
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes  No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes  No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes  No

Check one: State   
Local   
Regional

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

Yes  No

Name of Federal Installation:  
Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes  No

Name of Federal Installation:  
Location of Federal Land:  
Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes  No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes  No

Number of:  
Individuals:  
Families:  
Businesses:  
Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes  No

See instructions for additional information to be provided.

## 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:

Town of Gilford has adopted an Airport Overlay District which in addition incorporates FAA Part 77

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 Part V of this Application, 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

Yes

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

Yes

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

Yes

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.

N/A

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. N/A

N/A

**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":

With the exception of "b" below

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":

Airport Sponsor is acquiring fee title to Parcel 224-001-000 owned by Howe, and a license from the Society for the Protection of New Hampshire Forest for the Authority to construct, maintain, repair and/or replace a fence for Wildlife protection and public safety. No construction work will take place on the Howe parcel until the fee/easement has been recorded.

(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" N/A

None

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

**PART III - BUDGET INFORMATION - CONSTRUCTION**

**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. .... 20.106 .....

2. Functional or Other Breakout.....

**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense & Wetland Permit Fee	\$ 5,535.00	\$	\$ 5,535.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees	5,738.00		5,738.00
6. Project inspection fees (Const. Management)	49,839.00		49,839.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	322,312.00		322,312.00
12. Equipment			
13. Miscellaneous (UG-Location & Testing)	3,800.00		3,800.00
14. Total (Lines 1 through 13)	387,224.00		387,224.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	387,224.00		387,224.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	387,224.00		387,224.00
20. Federal Share requested of Line 19	348,502.00		348,502.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)	348,502.00		348,502.00
23. Grantee share	29,042.00		29,042.00
24. Other shares	9,680.00		9,680.00
25. Total Project (Lines 22, 23 & 24)	\$ 387,224.00	\$	\$387,224.00



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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT : Construction of Wildlife Fencing Phase IIIA, Approximately 9,500LF**

**AIRPORT : Laconia Municipal Airport (LCI)**

**1. Objective:**

The Laconia Municipal Airport (LCI) contracted with the United States Department of Agriculture (USDA) Wildlife Service to perform a Wildlife Hazard Assessment in 2011. As a result, the most critical recommendation for managing wildlife hazards at LCI was to finish installing a perimeter fence to completely enclose airport runways and taxiways. LCI's long term goal has been to fence the entire airport facility. This current proposal Phase IIIA will provide 9,500LF of perimeter wildlife fencing of non-wetland/upland areas which will assist in the management of wildlife, in conjunction with grass management and aggressive harassment.

**2. Benefits Anticipated:** Construction of the proposed wildlife fence in conjunction with grass management and aggressive harassment will provide an important tool for the management of wildlife and assist the airport in providing a safe environment for airport operations.

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

Fencing has been located to best facilitate wildlife management and provide maximum use of airport property. Additionally a 4-foot skirt of chain-link fence material, attached to the bottom of the fence and buried at a 45° angle on the outside of the fence will prevent animals from digging under the fence and reduce the chance for washout. All gates will be provided with a "Gate Back Stop".

**4. Geographic Location:**

The proposed fencing will provide perimeter wildlife fencing of non-wetland/upland areas of the airport to the north and west, along with the northeasterly and southerly portion, along NH Route 11 adjacent to Airport Drive.

**5. If Applicable, Provide Additional Information:**

LCI performed an EA/FONSI in 2003 during their Master Plan Update, Richard Doucette, Environmental Program Manager FAA New England Region, Airports Division has determined that we have fulfilled the requirement of an EA "re-evaluation" as described in FAA Order 1050.1e paragraph 410. Additionally paragraph 310f provides a "categorical exclusion" for accessory structures such as fence.

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



**Steven J. Smith & Associates, Inc.**

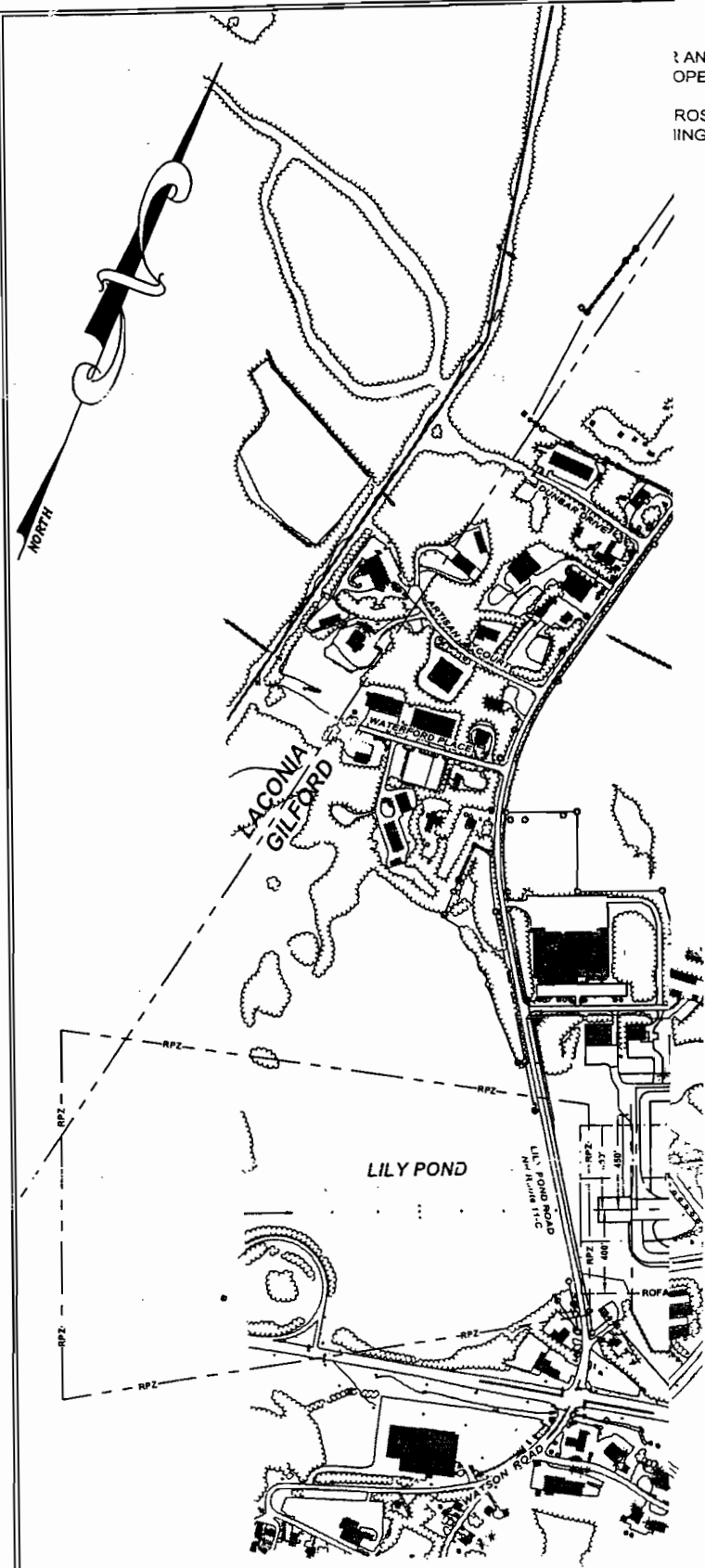
**Lily Pond Road**

**Gilford NH 03249**

**603-524-1468**



AND THE  
PROPERTY.  
ROSSINGS  
ING AIRCRAFT.



REVISIONS
11-27-13, REVISED LIMITS OF CONSTRUCTION

DATE: FEBRUARY 1, 2013  
 SCALE: 1" = 400'  
 FIELD BOOK: NA  
 SDSKPROJ NO.: 01004  
 SHEET NO.: 3  
 DWG NO.: 11068EC-A.dwg  
 TAB.: 11068GJLP-A



**GENERAL LAYOUT PLAN**  
 PERIMETER WILDLIFE FENCING PHASE III S.B.G. (9-06-2013)  
 For  
**LACONIA MUNICIPAL AIRPORT - LACONIA AIRPORT AUTHORITY**  
 GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE

6 LILY POND ROAD, GILFORD, N.H. 03249  
 PHONE (603) 532-1469  
 FAX (603) 532-7731

JOB NO.  
11058  
**SHEET 3**



Please mail the completed form and required material to:

New Hampshire Division of Historical Resources  
State Historic Preservation Office  
Attention: Review & Compliance  
19 Pillsbury Street, Concord, NH 03301-3570

RECEIVED

MAR 28 2012

DHR Use Only

R&C# 3689  
Log In Date 3/28/12  
Response Date 3/29/12  
Sent Date 4/2/12

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

- This Project is funded by the American Recovery and Reinvestment Act of 2009  
 This is a new submittal       This is additional information relating to DHR Review #:

### GENERAL PROJECT INFORMATION

Project Title Wildlife Fencing

Project Location Laconia Municipal Airport, 65 Aviation Drive, Gilford, NH 03249

Tax Map & Lot # 214-038-000

NH State Plane - Feet Geographic Coordinates: Easting 1049021      Northing 391426      WGS84 datum  
(see RPR Manual and R&C FAQ's for help accessing this data)

Lead Federal Agency FAA  
(Agency providing funds, licenses, or permits)

Permit or Job Reference # SGB #09-06-2012

State Agency and Contact (if applicable) NHDOT-Bureau of Aeronautics, Carol L. Niewola

Permit or Job Reference # SGB #09-06-2012

### APPLICANT INFORMATION

Applicant Name City of Laconia/Laconia Airport Authority

Street Address 65 Aviation Drive      Phone Number 603-524-5003

City Gilford      State NH      Zip 03249      Email laa@metrocast.net

### CONTACT PERSON TO RECEIVE RESPONSE

Name/Company Steven J. Smith Sr./Steven J. Smith & Associates, Inc.

Mailing Address 6 Lily Pond Road      Phone Number 603-524-1468

City Gilford      State NH      Zip 03249      Email sjs@sjsincnh.com

Please refer to the Request for Project Review manual for direction on completing this form. Submit one copy of this project review form for each project for which review is requested. *Thank You* Include a 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, the Division of Historical Resources (DHR) may require additional information to complete our review. All items and supporting documentation submitted with a review request, including photographs and publications, must be retained by the DHR as part of its review records. Items to be kept confidential should be clearly identified. For questions regarding the DHR review process, please visit our website at: [www.nh.gov/nhdhr/review](http://www.nh.gov/nhdhr/review) or

LACONIA AIRPORT AUTHORITY DBE PROGRAM

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The Laconia Airport Authority has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Laconia Airport Authority has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Laconia Airport Authority has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Laconia Airport Authority to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, the Airport Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Laconia Airport Authority in its financial assistance agreements with the Department of Transportation.

This policy statement has been disseminated to the Laconia Airport Authority members and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.

  
Michael Seymour, Chair

12-20-13  
Date:

Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Date: 12-20-13

Lacónia Airport Authority  
Name of Airport Sponsor

[Signature]  
Signature of Authorized Official

Airport Manager  
Title of Authorized Official

**WILDLIFE FENCING**  
**PROJECT ORGANIZATIONAL CHART**

Federal Aviation Administration  
(FAA) New England Region  
(Funding)



New Hampshire Department of Transportation  
Bureau of Aeronautics (NH DOT-BOA)  
(Airport Block Grant Program Member)



Laconia Municipal Airport (LCI)  
65 Aviation Drive  
Gilford, NH 03249  
(Airport Sponsor)



Steven J. Smith & Associates, Inc.  
6 Lily Pond Road  
Gilford, NH 03249  
(Prime Consultant)



GB Hastie Fence Co. Inc.  
734 RTE 4 East, Unit 11  
Rutland, VT 05701  
(Contractor)







Contractor's Name	DESIGNATION	UNIT	Qty	ENGR ESTIMATE	Total Cost	Unit Cost	Handle	Total Cost	Unit Cost	Abel	Total Cost	Unit Cost	WFSF	Total Cost	Unit Cost	Fences Unlimited	Total Cost	Unit Cost	Brooks	Total Cost	Unit Cost	Premier	Total Cost
Construction Cost Estimate - Base Bid																							
P-151-4-1	Clearing	AC	2	\$4,800.00	\$9,600.00	6,250.00	\$12,500.00	18,000.00	\$33,000.00	18,700.00	\$37,400.00	6,600.00	\$13,200.00	6,500.00	\$13,000.00	12,120.00	\$24,240.00						
M-5-31	Modification/Reproduction	LS	1	\$5,000.00	\$5,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	56,650.00	\$56,650.00	32,500.00	\$32,500.00	39,999.50	\$39,999.50	55,033.00	\$55,033.00				
P-151-4-1	Underdrain Excavation & Embankment	CV	2,500	\$12,500.00	\$31,250.00	8.00	\$20,000.00	24.25	\$60,625.00	39.50	\$98,250.00	44.33	\$110,025.00	11.00	\$27,500.00	11.00	\$27,500.00	\$27,500.00	\$27,500.00				
304-3	Channel Gravel In-Outlet Specifications	CV	1,300	\$22.50	\$29,250.00	21.15	\$27,495.00	70.00	\$1,575.00	69.50	\$78,650.00	81.07	\$105,391.00	41.75	\$67,000.00	100.00	\$100,000.00	\$100,000.00	\$100,000.00				
F-182-5-12	Chain Link Fence 8' H w/White Burg & Barbed Wire Type A	LF	10,450	\$45.00	\$470,250.00	25.00	\$261,250.00	24.00	\$250,800.00	27.37	\$288,016.50	26.95	\$268,016.50	23.00	\$509,900.00	74.95	\$1,072,865.00	35.50	\$372,250.00	29.27	\$125,861.00		
F-182-5-11	Chain Link Fence 8' H w/White Burg & Barbed Wire Type A	LF	4,200	\$10.00	\$42,000.00	10.00	\$8,000.00	10.00	\$40,000.00	10.00	\$40,000.00	9.95	\$7,160.00	16.25	\$13,000.00	16.25	\$13,000.00	\$13,000.00	\$13,000.00				
F-182-5-13	Chain Link Fence Inough Concrete Headed Area Type D	LF	800	\$10.00	\$8,000.00	30.00	\$600.00	20.00	\$4,000.00	35.00	\$7,000.00	42.00	\$8,400.00	0.52	\$2,600.00	0.52	\$2,600.00	\$2,600.00	\$2,600.00				
T-901	Sealing	SV	9,500	\$0.50	\$4,750.00	0.10	\$950.00	0.65	\$8,075.00	0.28	\$2,660.00	11.00	\$5,500.00	50.00	\$25,000.00	50.00	\$25,000.00	\$25,000.00	\$25,000.00				
T-900	Top Soil (Coloured Gravel)	CV	500	\$20.00	\$10,000.00	5.00	\$2,500.00	31.00	\$8,075.00	0.28	\$2,660.00	0.25	\$2,375.00	1.10	\$2,420.00	0.25	\$2,420.00	\$2,420.00	\$2,420.00				
P-156-5-5	Granular Women Fabric Mat - 500X	SV	8,500	\$1.25	\$10,625.00	1.50	\$3,300.00	4.50	\$9,900.00	4.40	\$37,660.00	1.10	\$2,420.00	3.55	\$12,475.00	3.55	\$12,475.00	\$12,475.00	\$12,475.00				
P-156-5-6	Granular Men Fabric Mat - 500X	SV	2,200	\$1.25	\$2,750.00	1.50	\$3,300.00	4.20	\$9,240.00	4.20	\$34,440.00	2.80	\$27,060.00	2.80	\$27,060.00	4.63.00	\$24,870.00	\$24,870.00	\$24,870.00				
F-182-5-21	Concrete Gate H - 24' Wide Solid Gate	EA	17	\$3,000.00	\$51,000.00	1,500.00	\$25,500.00	1,600.00	\$27,200.00	1,833.00	\$31,181.50	1,783.00	\$34,191.00	1,395.00	\$26,317.50	1,395.00	\$26,317.50	\$26,317.50	\$26,317.50				
F-182-5-22	Concrete Gate H - 20' Wide Solid Gate	EA	1	\$5,000.00	\$5,000.00	1,300.00	\$1,300.00	1,550.00	\$1,550.00	1,550.00	\$1,550.00	1,783.00	\$1,783.00	1,395.00	\$2,172.50	1,395.00	\$2,172.50	\$2,172.50	\$2,172.50				
F-182-6	Fence Inpact Flood Gate w/Block Crossings	EA	5	\$2,500.00	\$12,500.00	1,000.00	\$5,000.00	1,200.00	\$6,000.00	1,100.00	\$5,500.00	1,500.00	\$7,500.00	547.00	\$2,735.00	547.00	\$2,735.00	\$2,735.00	\$2,735.00				
	Total Estimated Construction Cost, Base Bid				\$398,750.00		\$504,145.00		\$654,565.00		\$748,570.50		\$750,289.00		\$773,985.00		\$1,111,908.50						

Note: Due to detail of wellhead permit request, the project has been scaled back to just those areas that are in updates. The revised project items and costs are represented below.

CONTRACTOR'S NAME	DESIGNATION	UNIT	Qty	ENGR ESTIMATE	Total Cost	Unit Cost	Handle	Total Cost	Unit Cost	Abel	Total Cost	Unit Cost	WFSF	Total Cost	Unit Cost	Fences Unlimited	Total Cost	Unit Cost	Brooks	Total Cost	Unit Cost	Premier	Total Cost
Construction Cost Estimate - Base Bid Revised																							
P-151-4-1	Clearing	AC	1.5	\$4,800.00	\$7,200.00	6,250.00	\$9,375.00	16,000.00	\$24,000.00	18,700.00	\$28,050.00	6,600.00	\$9,900.00	6,500.00	\$9,750.00	12,120.00	\$18,180.00						
M-5-31	Modification/Reproduction	LS	1	\$45,000.00	\$45,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	56,650.00	\$56,650.00	32,500.00	\$32,500.00	39,999.50	\$39,999.50	55,033.00	\$55,033.00				
P-151-4-1	Underdrain Excavation & Embankment	CV	1,700	\$5.00	\$8,500.00	8.00	\$13,600.00	24.25	\$41,225.00	36.50	\$62,450.00	44.33	\$75,361.00	11.00	\$18,700.00	11.00	\$18,700.00	\$18,700.00	\$18,700.00				
304-3	Channel Gravel In-Outlet Specifications	CV	850	\$22.50	\$19,125.00	21.15	\$17,977.50	70.00	\$1,575.00	66.50	\$451,425.00	81.07	\$68,909.50	41.75	\$40,587.50	100.00	\$100,000.00	\$100,000.00	\$100,000.00				
F-182-5-11	Chain Link Fence 8' H w/White Burg & Barbed Wire Type A	LF	8,200	\$45.00	\$369,000.00	25.00	\$205,000.00	24.00	\$196,800.00	27.37	\$224,434.00	26.95	\$220,989.61	35.25	\$289,050.00	34.99	\$286,918.00	\$286,918.00	\$286,918.00				
F-182-5-12	Chain Link Fence 8' H w/White Burg & Barbed Wire Type A	LF	1,200	\$10.00	\$12,000.00	10.00	\$12,800.00	10.00	\$12,800.00	10.00	\$12,800.00	16.00	\$19,200.00	16.25	\$19,500.00	29.27	\$38,925.00	\$38,925.00	\$38,925.00				
F-182-5-13	Chain Link Fence Inough Concrete Headed Area Type D	LF	20	\$10.00	\$2,000.00	30.00	\$3,000.00	20.00	\$2,000.00	35.00	\$3,800.00	42.00	\$4,200.00	0.52	\$2,600.00	0.52	\$2,600.00	\$2,600.00	\$2,600.00				
T-901	Sealing	SV	4,800	\$0.50	\$2,400.00	0.10	\$480.00	0.65	\$4,080.00	0.28	\$3,700.00	11.00	\$12,100.00	50.00	\$25,000.00	50.00	\$25,000.00	\$25,000.00	\$25,000.00				
T-900	Top Soil (Onsite gravel)	CV	250	\$32.00	\$8,000.00	5.00	\$1,250.00	31.00	\$7,790.00	0.23	\$3,744.00	1.07	\$2,750.00	0.75	\$1,725.00	0.75	\$1,725.00	\$1,725.00	\$1,725.00				
P-156-5-5	Granular Women Fabric Mat - 500X	SV	4,800	\$2.25	\$10,800.00	1.50	\$3,600.00	4.50	\$21,600.00	4.40	\$21,120.00	1.10	\$2,420.00	3.55	\$12,500.00	3.55	\$12,500.00	\$12,500.00	\$12,500.00				
P-156-5-6	Granular Men Fabric Mat - 500X	SV	1,300	\$2.25	\$2,925.00	1.50	\$3,375.00	4.20	\$10,500.00	4.20	\$10,500.00	2.80	\$7,840.00	2.80	\$7,840.00	4.63.00	\$24,870.00	\$24,870.00	\$24,870.00				
F-182-5-21	Concrete Gate H - 24' Wide Solid Gate	EA	17	\$3,000.00	\$51,000.00	1,500.00	\$16,500.00	1,600.00	\$17,600.00	1,833.00	\$31,181.50	1,783.00	\$34,191.00	1,395.00	\$26,317.50	1,395.00	\$26,317.50	\$26,317.50	\$26,317.50				
F-182-5-22	Concrete Gate H - 20' Wide Solid Gate	EA	1	\$5,000.00	\$5,000.00	1,300.00	\$1,300.00	1,550.00	\$1,550.00	1,550.00	\$1,550.00	1,783.00	\$1,783.00	1,395.00	\$2,172.50	1,395.00	\$2,172.50	\$2,172.50	\$2,172.50				
F-182-6	Fence Inpact Flood Gate w/Block Crossings	EA	2	\$3,500.00	\$7,000.00	1,000.00	\$2,000.00	1,200.00	\$2,400.00	1,100.00	\$4,400.00	1,500.00	\$3,000.00	547.00	\$2,735.00	547.00	\$2,735.00	\$2,735.00	\$2,735.00				
	Total Estimated Construction Cost, Base Bid				\$602,880.00		\$322,312.50		\$413,135.00		\$496,480.00		\$486,635.11		\$491,046.00		\$720,091.50						



EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT "A" PROPERTY MAP  
DATED April 1, 2008, AND ATTACHED TO THE GRANT  
AGREEMENT FOR AIP PROJECT NO. #3-33-0009-15-2000 REFLECTS  
THE CURRENT INFORMATION AS OF THIS DATE.

THE ABOVE MENTIONED EXHIBIT "A" IS, THEREFORE,  
INCORPORATED INTO THIS PROJECT APPLICATION BY REFERENCE AND  
MADE A PART HEREOF.

DATE: 12-20-13

City of Laconia/Laconia  
Airport Authority  
NAME OF SPONSOR

BY

  
Diane J. Terrill

TITLE: Airport Manager

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
SELECTION OF CONSULTANTS

City of Laconia/Laconia Airport Authority

Laconia Municipal Airport (LCI)

SBG-09-07-2013

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Construct Wildlife fencing Phase IIIA, Approx. 9500LF

Title 49, United States Code, section 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 standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

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

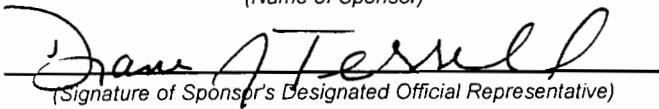
	Yes	No	N/A
1. Solicitations were made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

City of Laconia/Laconia Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Diane J. Terrill

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

12-20-13

(Date)

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
PROJECT PLANS AND SPECIFICATIONS

City of Laconia/Laconia Airport  
Authority

Laconia Municipal Airport (LCI)

SGB-09-07-2013

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Construct Wildlife Fencing Phase IIIA, Approx. 9,500LF

Title 49, United States Code, section 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). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

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

	Yes	No	N/A
1. The plans and specifications were prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

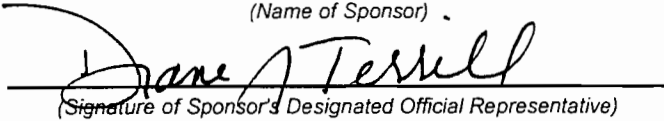


	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The project was (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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Laconia/Laconia Airport Authority

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Diane J. Terilli

*(Typed Name of Sponsor's Designated Official Representative)*

Airport Manager

*(Typed Title of Sponsor's Designated Official Representative)*

12-20-13

*(Date)*

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
EQUIPMENT/CONSTRUCTION CONTRACTS

City of Laconia/Laconia Airport Authority

Laconia Municipal Airport (LCI)

SGB-09-07-2013

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Construct Wildlife fencing Phase IIIA, Approx. 9,500LF

Title 49, United States Code (USC), section 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 standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One—General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

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

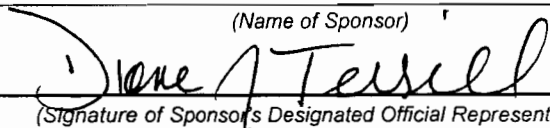
	Yes	No	N/A
1. A code or standard of conduct is in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding \$100,000 require the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT United List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Laconia/Laconia Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Diane J. Terrill

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

12-20-13

(Date)

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
REAL PROPERTY ACQUISITION

City of Laconia/Laconia Airport  
Authority

Laconia Municipal Airport (LCI)

SGB-09-07-2013

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Construct Wildlife Fencing Phase IIIA, Approx. 9,500LF

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

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

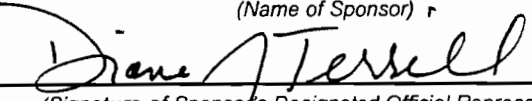
	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. If property for airport development is (will be) leased, the following conditions have been met:			
a. The term is for 20 years or the useful life of the project,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The lessor is a public agency, and			
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:			
a. The right of flight,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The right of ingress and egress to remove obstructions, and			

	Yes	No	N/A
c. The right to restrict the establishment of future obstructions.			
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Supporting documents for settlements included in the project files.			
11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Supporting documents for awards included in the project files.			
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

City of Laconia/Laconia Airport Authority

(Name of Sponsor)

  
 (Signature of Sponsor's Designated Official Representative)

Diane J. Terrill

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

12-20-13

(Date)

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Laconia/Laconia Airport  
Authority

Laconia Municipal Airport (LCI)

SGB-09-07-2013

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Construct Wildlife Fencing Phase IIIA, Approx. 9,500LF

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

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

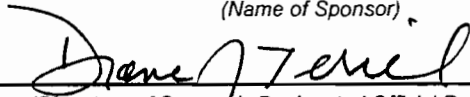
	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing will be determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records will be kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications will be performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions will be taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor will be made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection will be conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement will be physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan will be submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports will be submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Laconia/Laconia Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Diane J. Terrill

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

12-20-13

(Date)

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE

City of Laconia/Laconmia  
Airport Authority

Laconia Municipal Airport (LCI)

SGB-09-07-2013

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Construct Wildlife Fencing Phase IIIA, Approx. 9,500LF

Title 49, United States Code, section 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 Title 49, Code of Federal Regulations, Part 29. 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.

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

	Yes	No	N/A
1. A statement has been published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.			
3. Each employee to be engaged in the performance of the work will be given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

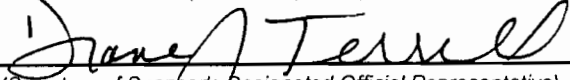


	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Laconia/Laconia Airport Authority

(Name of Sponsor)

  
(Signature of Sponsor's Designated Official Representative)

Diane J. Terrill

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

12-20-13

(Date)

Site for performance of work: **Laconia Municipal Airport**  
**65 Aviation Drive**  
**Belknap County**  
**Gilford, NH 03249**



FAA  
Airports

## Grant 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, 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.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

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

#### **Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<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. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

#### **Executive Orders**

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

### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 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>
- f. 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>
- g. 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>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1,2</sup>
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 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.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

**Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<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 OMB Circular A-87 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.

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.

**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. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
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 comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where 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: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

**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 April 16, 2013 (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.** (1) 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. (2) 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. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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 1986 (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.