23

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CHRISTOPHER D. CLEMENT
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

July 1, 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 amend a grant to the Laconia Airport Authority, Vendor Code 156889, for SBG-09-05-2011, to conduct an Airport Master Plan Update (AMPU) Study-Phase II by extending the completion date to February 28, 2015 from the original grant end date of August 31, 2014. The original grant was approved by Governor and Council on August 24, 2011, Item #79 (see attached). This request is for a time extension only, no additional funding.

EXPLANATION

Per the Federal Aviation Administration, the AMPU is required to be vetted by the general public. The airport held several information meetings to solicit feedback from the Airport Authority and the general public. Feedback was received, but before it can be incorporated into the AMPU, additional time is needed to analyze and develop supplementary alternative improvements for subsequent review by the general public and Airport Authority. The project will be completed by February 28, 2015.

Your approval of this resolution is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

CDC/tlsl

Attachment

#79

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

July 29, 2011
Bureau of Aeronautics

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the Laconia Airport Authority, Vendor Code 156889, for SBG-09-05-2011, to conduct an Airport Master Plan Update (AMPU) Study-Phase II for the Laconia Municipal Airport. State and Federal participation in the amount of $142,410.00 is effective upon Governor and Council approval through August 31, 2014. 97.44% Federal Funds, 2.56% General Funds

Funding is available as follows:	FY'12
04-96-96-960030-1789 FAA Projects 034-500151 Bonded Expenses	$ 142,410.00

EXPLANATION

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

FAA Grant Number	FAA Grant Amount
3-33-SBGP-09-2010	$ 885,005.00
3-33-SBGP-11-2011	$ 792,769.00

A total of $138,759.00 (or 95% of the project cost) is proposed from the grants listed above for this airport planning project (SBG-09-05-2011 copy attached) to conduct an Airport Master Plan Update (AMPU) Study-Phase II for the Laconia Municipal Airport.

The last AMPU was completed in 2003. Since that time the majority of short-term capital improvements have been implemented, new opportunities for development and improvements at the airport have emerged and the FAA and other regulatory agencies have issued new regulations and

standards. As part of this project, the airport is required by FAA to update the Airport Layout Plan (ALP) depicting future improvements to the airport to remain eligible for Federal funding of airport development projects determined through the master planning process. Due to funding availability, this project was phased utilizing funding over two years. This is the second phase of this project.

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 $3,651.00 (2 ½ % of this project) is also requested. The Laconia Airport Authority will contribute $3,652.00 (2 ½% of this project). The total cost of this airport improvement project is $146,062.00.

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

In the event that the Federal Funds become 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 Capital Budget.

Sincerely,

David J. Brillhart
Assistant Commissioner

DJB/tlsl

Attach:

New Hampshire DOT
Bureau of Aeronautics

New Hampshire Department of Transportation
Bureau of Aeronautics

GRANT AGREEMENT
PART I – OFFER

July 7, 2011

Date of Offer

Laconia Municipal Airport

Airport Name/Planning Area

SBG-09-05-2011

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 April 11, 2011 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:

Prepare Airport Master Plan Update – Phase II

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, 97.5 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 $142,410.00. 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:

$142,410.00 for planning

$0.00 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 August 5, 2011 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. <u>BUY AMERICAN REQUIREMENT</u>: 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.

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

Michael P. Pillsbury
Deputy Commissioner

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

8/2/11
Dated

By: _____
Assistant Attorney General
David M. Hilts

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

Dated: AUG 24 2011

Attest: _____

By: _____
Secretary of State

Title: _____

DEPUTY SECRETARY OF STATE

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 25th day of July, 2011.

City of Laconia
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(SEAL)

By: Scott Myers
(Typed Name of Sponsor's Designated Official Representative)

Title: City Manager
(Typed Title of Sponsor's Designated Official Representative)

Attest: Diane J Cooper
(Signature of Witness)

Title: Airport Manager
(Typed 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, NH this 25th day of July, 2011.

By:
(Signature of Sponsor's Attorney)

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 Scott Myers is the City Manager of the City of Laconia 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: July 25, 2011.

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 25th day of July, 2011.

Mary A. Reynolds

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 July 25, 2011, appeared before me Diane J. Cooper, 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.

Diane J Cooper

Signature of Notary

Diane J. Cooper

Name of Notary or Justice of the Peace

SEAL

9/5/2012

Date of Expiration of Commission)

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/11

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
Melcher & Prescott-Laconia
426 Main Street
Laconia, NH 03246
603-524-4535
603-528-4442

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: STEVE-6

INSURED
Steven J. Smith & Assoc. Inc.
6 Lily Pond Road
Gilford, NH 03249

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Union Insurance Company	25844
INSURER B: Continental Western Ins. Co.	10804
INSURER C: S & H Underwriters, Inc.	
INSURER D: Acadia Insurance Company	31325
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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		CPA 0018224-25	08/30/10	08/30/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAA 0018225-25	08/30/10	08/30/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $ $ $
D	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			TBA	07/27/11	08/30/11	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA 0018226-24	08/30/10	08/30/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Professional			LHR729586	03/20/11	03/20/12	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
States in which statutory coverage is provided: NH. No executive officers are excluded under workers' compensation coverage.

CERTIFICATE HOLDER

STATE-8

State of New Hampshire
Dep 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

H Thomas Voler

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NOTEPAD:	HOLDER CODE STATE-8	STEVE-6	PAGE 2
	INSURED'S NAME Steven J. Smith & Assoc. Inc.	OP ID: CO	DATE 07/27/11

Grant: SBG 09-05-2011, Prepare Airport Master Plan Update, Phase II. State of NH Department of Transportation, Town of Gilford, Belknap County, City of Laconia & Laconia Airport Authority are listed as Additional Insureds with respect to General Liability per Acadia Form CG2004 02/06 Additional Insured-Owners, Lessees or Contractors-Automatic Status When Required In Agreement With You.

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

ace usa

July 22, 2011

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 008
Policy period:	From: March 5, 2011 to: March 5, 2012 (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 $5,000,000 each occurrence/offense, subject to the following limitations: Products-Completed Operations Aggregate Limit..... ..... $5,000,000 Personal Injury and Advertising Injury Aggregate Limit . ..... $5,000,000 Malpractice Aggregate Limit..... .... $5,000,000 Hangarkeepers Limit Any One Occurrence..... .... $5,000,000 Hangarkeepers Limit Any One Aircraft.. .... $5,000,000
Deductible:	$1,000 applicable ONLY to Hangarkeepers Liability

Additional Agreement: With respect to **Project #SBG-09-04-2010 Prepare Airport Master Plan Update, Phase I** WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the **Certificate Holder** shown on Page 2 of 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

July 22, 2011

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

Only with respect to: SBG09-05-2011 (Prepare Airport Master Plan Update, Phase II)

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverages afforded by the policy described above. 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.

By _____
Roddy McMullen, Executive Underwriter
(Authorized Representative)

COPY

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☑ New	
☑ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:

4. Application Identifier: SGB-09-05-2011

5a. Federal Entity Identifier:

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier: SBG-09-05-2011

8. APPLICANT INFORMATION:

* a. Legal Name: City of Laconia/Laconia Airport Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-0443324

*c. Organizational DUNS: 868564758

d. Address:

* Street1: 65 Aviation Drive
Street 2:
* City: Gilford
County: Belknap
* State: NH
Province:
Country: United States
*Zip/ Postal Code: 03249

e. Organizational Unit:

Department Name: Laconia Airport Authority

Division Name: Airport Manager

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

Prefix: Ms.
First Name: Diane
Middle Name: J.
* Last Name: Cooper
Suffix:

Title: Airport Manager

Organizational Affiliation:

* Telephone Number: 603-524-5003
Fax Number: 603-528-0428

* Email: laa@metrocast.net

OMB Number: 4040-0004
Expiration Date: 03/31/2012

\pplication 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: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* 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:

Laconia Municipal Airport (LCI), Master Plan Update Phase II

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant 1st. * b. Program/Project: 1st.

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

17. Proposed Project:

* a. Start Date: August 2011 * b. End Date: August 2012

18. Estimated Funding ($):

*a. Federal	$138,759.00 ✓ mp
*b. Applicant	~~$3,651.50~~ $3,652.00 ✓ mp
*c. State	$3,651.50 $3,651.00 ✓
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	$146,062.00 ✓ mp

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

☑ a. This application was made available to the State under the Executive Order 12372 Process for review on 4-13-2011 ✓ mp
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
☐ c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)
☐ Yes ☑ No

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

☑ **I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Michael

Middle Name:

*Last Name: Seymour

Suffix:

*Title: Mayor City of Laconia

*Telephone Number: 603-527-1270 Fax Number: 603-528-2325

*Email: seymour@sfbnh.com

*Signature of Authorized Representative: Michael Seymour Date Signed: 4/11/2011

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

PART II
PROJECT APPROVAL INFORMATION

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?

wl ☒ 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 proposed project covered by an approved comprehensive plan?

☒ Yes ☐ No

Check one:

State	☐
Local	☒
Regional	☐

Location of Plan: LAA wl

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 III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function Or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. A.I.P.	20.106	$	$	$ 138,759	$ 7,303	$ 146,062
2.						
3.						
4.						
5. TOTALS		$	$	$ 138,759	$ 7,303	$ 146,062

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	$ 46,816	$	$	$	$ 46,816
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	87,780.00				87,780.00
g. Construction					
h. Other (I.E. & Audit)	10,066				10,066
i. Total Direct Charges	1,400				1,400
j. Indirect Charges					
k. TOTALS	$ 146,062	$	$	$	$ 146,062.
l. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. A.I.P.	$ ~~3,651.50~~	$ ~~3,651.50~~	$ 138,759	$ 146,062
9.	$3,652.00	$3,651.00	✓ wp	
10.				
11.	$3,652.00	$3,651.00	✓ wp	
12. TOTALS	$ ~~3,651.50~~	$ ~~3,651.50~~	$ 138,759	$ 146,062

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 138,759	$ 34,689.75	$ 34,689.75	$ 34,689.75	$ 34,689.75
14. Non-Federal	7,303	1,825.75	1,825.75	1,825.75	1,825.75
15. TOTAL	$ 146,062	$ 36,515.50	$ 36,515.50	$ 36,515.50	$ 36,515.50

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

(Attach additional sheets if necessary)

21 Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE *(Attach per instruction)*

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT :Master Plan Update Phase II

AIRPORT :Laconia Municipal Airport, (LCI)

1. Objective:

The last Master Plan was completed for Laconia Municipal Airport (LCI) in 2003. A majority of the short term capital improvements have been completed. New regulations and standards have been issued by the FAA and other agencies which effect operations of the Airport, Aditionally the (LCI) must maintain an up-dated A.L.P. depicting future improvements to the Airport inorder to remain eligible for Federal and State funding of such projects developed throught the master plan process.

2. Benefits Anticipated:

The Master Plan update will guide (LCI) through the next 10 to 20 years. Assist the Airport Authority in maintaining its facility to meet FAA Safety standards. Provide long term development plans and inhance the economic viability of the Airport by anticipating aviation demands while avoiding adverse impacts to the surrounding community and the environment.

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

In addition to the typical aspects of updating an ALP, this project will involve detailed evaluation of airfield and landside improvements, as well as incorporating and refining previously approved projects. The project goal is to keep (LCI) current with Airport Master plan and Airport Layout Plan Updated requirements and safety requirements. Improvements must be implemented in a manner that satisfies existing and anticipated aviation demand while minimizing the impact to the ongoing operation of the Airport and avoiding impacts to surrounding off-airport uses. SJS proposes to identify, quantify, and locate the necessary improvements to the Airport in order to meet FAA criteria as well as meet current and future demands of the aviation community.

4. Geographic Location:

This study will focus on Airport Property encompassed by NH Rte 11, NH Rte 11C (Lily Pond Rd.) and NH Rte 11B consisting of approximately 512 Acres, and the overall Lakes Region area.

5. If Applicable, Provide Additional Information:

Categorical Exclusion (Environmental)

"FAA Order 1050.1E", This project is categorically excluded from further review under NEPA per FAA Order 1050.1E, paragraph 307o." There are no extraordinary circumstances per paragraph 304 that would deny the categorical exclusion

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

Steven J. Smith Sr. LLS

Steven J. Smith & Associates, Inc., 6 Lily Pond Road, Gilford, NH 03249

603-524-1468ph., 603-524-4731 fax, sjs@sjsincnh.com

MASTER PLAN UPDATE PHASE II

PROJECT ORGANIZATIONAL CHART

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

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

Laconia Municipal Airport (LCI)
(Airport Sponsor)

Steven J. Smith & Associates, Inc.
(Prime Consultant)

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

4-11-2011
Date

SCOPE OF SERVICES

A. GOALS AND OBJECTIVES

The last Master Plan Update was completed for Laconia Municipal Airport (LCI) in 2003. Since that time, new opportunities for development and improvements at the Airport have emerged. In addition, new regulations and standards have been issued by the Federal Aviation Administration (FAA) and other public agencies. Furthermore, the Laconia Airport Authority (hereafter referred to as the Authority) must maintain an up-to-date Airport Layout Plan (ALP) depicting future improvements to the Airport to remain eligible for Federal and State funding of such projects developed through the master planning process.

Due to funding constraints the Master Plan Update has been divided into Two Phase's. Phase I currently under contract by Steven J. Smith & Associates, Inc. (SJS) consist of updating the overall base map relative to existing conditions, Tree Top and Obstruction Mapping, Environmental Evaluation, Wildlife Hazard Assessment, Archeological Assessment and Inventory, (Baseline Data, User Inventory, Airport Inventory, Community Inventory)

Phase II will include public involvement, refining of Aviation Forecasts, evaluation of Facility Requirements, Alternatives Analysis, Land Use, Environmental Overview, Airport Plans, Capital Improvements Plan, Final Report and Executive Summary.

The following describes SJS approach to the successful completion of the upcoming Master Plan and ALP update for LCI. In addition to the typical aspects of updating an ALP, this project will involve detailed evaluation of airfield and landside improvements, as well as incorporating and refining previously approved projects. Through ongoing discussions including a Scoping Meeting with LCI, SJS, and representatives from the New Hampshire Department of Transportation (NHDOT) Bureau of Aviation (BOA) on October 16, 2009, and September 15, 2010, SJS understands the project goal is to keep LCI current with Airport Master Plan and Airport Layout Plan Update requirements. These improvements must be implemented in a manner that satisfies existing and anticipated aviation demand while minimizing the impact to the ongoing operation of the Airport and avoiding impacts to surrounding off-Airport uses. Finally, the long-term development plan for the airport must focus on maintaining and enhancing the economic viability of the Airport while avoiding adverse impacts to the surrounding community and the environment.

B. PLANNING SERVICES

SJS proposes to provide the Authority with professional services to identify, quantify, and locate the necessary improvements to the Airport in order to meet FAA criteria as well as meet current and future demands of the aviation community. This effort will involve a look at the development of the Airport over a 20-year period, with particular emphases on the first five years. A specific focus will look at the next generation of aircraft LCI is expected to accommodate in the future and plan improvements accordingly. Upon receipt of the Authority's concurrence with the major elements of the plan, an ALP

set will be developed and submitted for NHDOT-BOA approval. The following is an outline of specific tasks anticipated for this project.

TASK 1: PROJECT INITIATION, SCOPING, MANAGEMENT AND PREPLANNING

This task will involve refinement of the Scope of Services for the project that is acceptable to the NHDOT-BOA and the Authority. Preparation of the FAA grant application will also be accomplished once the anticipated costs are identified. SJS will be responsible for providing the FAA grant application for submittal to the Authority for review and approval. SJS will be responsible for preparing NHDOT-BOA reimbursement requests for the Authority that reflect consultant fees and applicable administrative expenses incurred during that period.

The following is a list of anticipated subtasks as part of this effort:

- Preparation and distribution of all required documentation for the FAA Grant application that will partially fund this project.
- Preparation and submittal of all necessary documentation for NHDOT-BOA reimbursement of all eligible costs associated with this project.
- Overall project coordination with LCI, and NHDOT-BOA.

TASK 2: PUBLIC INVOLVEMENT PROGRAM

At the onset of the project, SJS will work with the Authority to develop a Public Involvement Program. The goal of this program will be to keep the public informed throughout the project and to allow for public input during key decision points.

SJS will assist in identifying the Airport stakeholders and recommend that the Authority establish a Technical Advisory Committee (TAC) to provide input throughout the process. The TAC should include a variety of representatives that may include a representative from the following groups: citizen of neighborhood association; Airport tenants; NHDOT; local officials; and off-airport business. The TAC should meet regularly and provide input and comment on various deliverables that SJS develops prior to them being made public.

In addition to the TAC coordination meetings, a series of four (4) informal public workshops shall be conducted to coincide with key milestones of this project. Recommended meeting milestones are as follows:

- Project kick-off to introduce the Master Plan/ALP process
- Upon completion of draft forecasts

- Upon completion of draft development alternatives
- Final presentation of Master Plan/ALP

SJS will prepare and distribute the appropriate presentation and informational materials for each workshop. SJS will chair each workshop and provide a means for the public attendees to voice their opinions in writing.

TASK 3: INVENTORY (COMPLETED AS PHASE I – MASTER PLAN UPDATE, WILL BE INCORPORATED INTO PHASE II, FINAL DRAFT)

This task will supplement the information in the 2003 Airport Master Plan (AMP) to document existing conditions at LCI and in order to establish the baseline conditions for the study. Baseline year will be the Authority's fiscal year (FY) 2009, which will remain constant throughout the study.

Task 3.1: Baseline Data (PHASE-I)

A three-step procedure will be used in completion of this task: Data Collection, Data Analysis and Coordination, and Data Reporting. The first step, Data Collection, refers to collecting available information. Data Analysis and Coordination involves the interpretation of the various data sources to determine baseline conditions. Finally, Data Reporting consists of the preparation of a report that will establish the baseline for the study.

Since establishment of the base project information is vital to the preparation of the plan, it is important that the most current information available be used. Therefore, collection efforts will first be directed at locating and reviewing previous reports and studies, which have been completed at LCI. After these are reviewed, more detailed efforts will be undertaken through additional inventories.

Task 3.2: User Inventory (PHASE-I)

A tenant survey will be developed by the Authority. The survey will serve to provide activity indicators including services offered, lease durations, fuel sales, types of based and itinerant aircraft, number of employees, and future plans. The survey will be conducted, analyzed, and a report prepared documenting the survey results. If possible, the Authority will help distribute and collect surveys from tenants. The tenant user inventory report will be included as an appendix to the Airport Layout Plan Report.

Task 3.3: Airport Inventory (PHASE- I)

The inventory will document conditions at LCI that have changed since the previous Master Plan and will include airside and landside facilities, airspace and navigation aids, and on-Airport land uses (aviation and non-aviation). The history of the Airport, Airport local and regional settings, and socioeconomic data section of the inventory will be referenced from the previous Master Plan. Details on the data assembled are as follows:

- **Airside Facilities:** Location, configuration, size, condition, and use characteristics will be updated for the following airside elements:

  - Runways
  - Taxiways
  - Run-up/Holding Areas
  - Visual Aids, (PAPI, VASI, REILS, LIGHTED WINDSOCK etc.)

- **Landside and Fixed Based Operator (FBO) Facilities:** Location, configuration, size, condition, and use characteristics will be updated for the following elements:

  - Terminal Building
  - Airport Administration & Maintenance Facilities
  - Airport Facilities
  - Access Roadway(s)
  - Non-Runway Dependent/Non-Aviation related areas
  - Based aircraft Apron
  - T-Hangar Area
  - Conventional Hangar Area
  - Fuel Farm
  - Automobile Parking Areas
  - Through-the-Fence operations

- **Airspace/Structure, Navigation Aid and Obstruction Identifications:** Airspace use in the LCI area will be documented and navigation aids and communication facilities will be identified. This includes consideration of all available facilities and operational procedures existing at the time of inventory data collection. From existing data and updated mapping, manmade and natural obstructions, which affect the use of the airspace, will be identified and documented. Existing flight patterns and designated approach procedures and airspace constraints will be identified. Data from FAA navigation aid studies, if available, will be obtained and documented.

- **Land Use:** On-Airport aviation-related land use and the relationship of the patterns of use will be documented to serve as the basis for completion of the Airport Land Use Plan. Included will be a determination of currently vacant or underutilized Airport property including aviation purposes or non-aviation purposes. Land available for future development will be documented, as will any developmental restrictions and existing demand for parcels.

- **Airport Activity Statistics:** - Existing records relative to aviation activity at LCI will be collected for a minimum of three (3) calendar years ending in December of the previous year (2009).

Task 3.4: Community Inventory (PHASE-I)

SJS will examine the zoning in the area of the Airport for consistency with Code of Federal Regulations (CFR) concerning imaginary surface heights, including *14 CFR Part 77*. The collection of data available for the area in the vicinity of the Airport will consist of the following subject areas:

- Existing land use
- Future land use
- Building codes
- Base maps
- Height zoning (restrictions)
- Roads, streets and airport access
- Noise mapping and local ordinance regulations

TASK 4: REFINING AVIATION FORECASTS

This task involves reviewing and refining the current approved (2003) aviation forecasts. The approved forecasts will form the basis of the other tasks in the master planning process including demand/capacity analysis, facility requirements, alternatives development, conceptual design and phasing, noise analysis, and financial planning. Specific elements of this effort will be reviewed and potential revisions to the aviation 20-year planning period forecasts will be documented. Elements to be reviewed include:

- Annual aircraft operations
- Number of based aircraft
- Itinerant Aircraft trends
- Fleet mix (by type of aircraft and ARC)
- Peak hour
- Peak day
- Annual operations per based aircraft
- Annual fuel flowage
- Terminal Area Forecasts (TAF)
- State Aviation System Plans
- Airport Role
- Instrument Landing Procedures (IFR)

Any revisions to the aviation forecasts will be prepared by employing standard statistical modeling techniques, such as simple regression analysis, multiple regression analysis, market share analysis, and socioeconomic analysis. A comprehensive review and assessment of existing studies and forecast materials will be conducted in conjunction with the independently produced projections. The final proposed forecast will then be submitted to NHDOT-BOA for review and approval.

TASK 5: FACILITY REQUIREMENTS

The objective of the facility requirements task is to compare existing on-Airport aviation related facilities and operations with demand projections and emerging facility trends. Through an unconstrained analysis, a determination will be made of what additional facilities will be required and when they should be anticipated.

Facility needs will be determined based on approved aviation activity forecasts. Facility needs will be developed corresponding to three factors, as follows.

- FAA design standards and criteria, as specified in various FARs, Orders, and Advisory Circulars.
- Facility needs associated with each phase of development. Based on the forecasts of demand, facilities will be recommended according to incremental needs.
- Rehabilitation and maintenance of existing pavements and structures based on the estimated life span of individual facilities.

This task will identify facility needs, as indicated by the examination of existing facilities, facility capacities, and the forecasts of demand. Improvements will be classified as short, intermediate, or long-term to allow the development of a phasing plan. The requirement areas identified below will be analyzed

The following is a list of the major areas of consideration to be included in the analysis.

Airside Facility Requirements: Based on the forecasts of based/transient aircraft, an analysis if the required space for aircraft tie-down, terminal apron and hangar areas will be conducted. Identify land use in the north south taxiway area. Investigate 'what if' options.

Approach Minimums: An analysis will be conducted to determine the lowest feasible approach minimums that can be achieved for Runway 8-26 with the installation of various navigational aids.

Airfield Design Criteria: FAA advisory Circular 150/5300-13, Change #16, *Airport Design,* will be used to establish design criteria for the established airport reference code. These criteria include, but are not limited to: runway/taxiway separations; runway and taxiway widths; building restriction lines; aircraft

hold lines; runway and taxiway safety areas; runway and taxiway object free areas; and runway protection zones (RPZ).

Radio Coverage: Hand held radio coverage is poor on the parallel taxiway east of the terminal area. URS will document the issue for investigation. Coordinate with NH DOT radio technician.

Landside Alternatives: Review possible alternatives for land use for 50 acre parcel on west side of Lily Pond Road. Document whether there are any opportunities for future commercial/industrial development.

Non-conforming Conditions: Review/identify non-conforming conditions. Include Runway 8-28 safety area determination (to be provided by FAA). Identify solutions to upgrade to conform to FAA standards or address equivalent level of safety. The plan will address and provide justification for non-conforming conditions.

Right-hand Traffic Analysis: Review/identify pros and cons for right hand traffic for both Runway 8 and 26. Incorporate FAA recommendations.

Runway Length: A review of previous planning efforts will be undertaken, as well as an evaluation of the established design aircraft, to confirm the required runway length.

Pavement Maintenance Plan: Based on pavement conditions and pavement life expectancies, a pavement maintenance plan will be developed identifying projected maintenance needs.

Support Facility Requirements: An analysis of the Airport support facilities including: vehicular parking and airport access and circulation; aircraft fueling storage; Airport maintenance/snow removal equipment, facilities and snow removal activities; Airport generator back up facilities; security fencing; and auxiliary equipment storage facilities will be conducted. On-Airport aviation related landside facilities, as defined previously, will be evaluated considering service levels, current use patterns, the functions being performed, and industry standards.

Terminal Building Assessment: A planning level assessment of the existing terminal building will be conducted to determine its condition, layout efficiency, code status, and life safety.

Airport Security Considerations: An unconstrained analysis will be conducted to evaluate current security levels at the Airport. The plan will cite current regulations and offer recommendations.

Airport Utilities: An unconstrained analysis of Airport utilities will be conducted to develop overall utilities location plan, evaluate their current use, capacity, and function. Recommendations will be made for improvements to meet proposed facility requirements.

Airport Maintenance Considerations: An analysis of airport maintenance equipment, labor, and other needs will be conducted to include an evaluation of costs associated with contracting maintenance services versus hiring a full/part time maintenance personnel. Recommendations will be made to the authority.

Wildlife Hazards

A detailed evaluation of wildlife hazard conditions at the airport is being documented in a formal written report under Phase I of the Master Plan Update. Phase II of the Master Plan Update will evaluate this report and provide recommendations for facility needs to address issues as a result of the study.

TASK 6: ALTERNATIVES ANALYSIS

This section examines the existing and projected airport deficiencies that were identified under Task 5 Facility Requirements. To determine the optimum use of existing airport facilities as well as new development, an analysis will be undertaken to determine alternatives for airfield facilities, general aviation facilities, service support areas, navigational aids and other related commercial areas. Surface transportation and parking alternatives evaluation will be incorporated into the overall alternatives analyses scenarios.

A preferred airport development alternative will be proposed for review. Upon receipt and incorporation of Authority comments, a preferred airport development alternative will be prepared for the Master Plan Update.

Using a multi-level evaluation approach, the identification of viable airport development scenarios can be prepared and systematically analyzed. Following is a description of the process that will lead to selection of the preferred development alternative for the airport master plan update. It is anticipated that meetings with the Authority and airport staff will be held to explore alternatives that address the facility requirements.

Task 6.1: Level I Analysis - Develop Short List of Alternatives

The Level I analysis will entail creation of up to five conceptual alternatives. These alternatives will be developed for each of the following components:

- Airfield and NAVAIDS
- Terminal Building
- Hangar Facilities
- Access and Parking
- Tie-Down Facilities
- Support Facilities

Conceptual-level diagrams will be supported by a combination of qualitative and quantitative assessments of each alternative. Criteria for this analysis may include items such as the following:

- Capacity increase and/or delay reduction
- Level-of-service
- Flexibility
- Expandability
- Environmental compatibility
- Order-of-magnitude cost comparison
- Ease of construction
- Phasing considerations

A short list of viable alternatives will be identified from the conceptual level alternatives. It is anticipated that three alternatives for each airport component (airfield, terminal, etc.) will be identified and selected by airport management for more detailed and intensive assessment in Level II.

Task 6.2: Level II Analysis – Evaluation of Three Best Alternatives

In the Level II analysis, the short list of up to three viable airport development alternatives will be analyzed in detail and be explored during a scheduled second one-day workshop held with the Authority and airport management. The Level II analysis will reduce the short list to a preferred development option. Evaluation of alternative airport development options will include an analysis of runway/taxiway requirements, terminal and approach aids; aircraft demand levels, terminal requirements, and general aviation landside facilities. Various potential issues and constraints (land use, environmental, approaches, obstructions, cost, airspace, etc.) will be considered on a qualitative basis.

Evaluation of the impacts associated with the alternatives will include all of the factors mentioned in the Level I analysis. However, more detailed measurements will be made for each component being examined such as comparative cost assessments of each of the Alternatives. The overall goal of the analysis is to provide sufficient information for key decision makers to evaluate the costs and benefits of each alternative in detail and decide on an optimum course of action.

Task 6.3: Level III Analysis – Selection of a Preferred Alternative

At the conclusion of the Level II analysis, the Authority and airport management will select a preferred airport development alternative for further analysis (Level III).

Following development of conceptual alternative development plans for the airport, a public meeting will be conducted so that sufficient documentation is available for public review and comment. Based on comments from the Authority, airport staff and the public, a feasible and practical development

alternative or a combination of features of several alternatives will be selected. Selection of a preferred alternative will be based on the effectiveness of alternatives in terms of operational efficiency and flexibility, capital costs, environmental compatibility, and input resulting from the public information process. This input will also serve as a guide in review and final selection of a developmental strategy. Coordination during the selection process will be maintained with the airport, FAA, and NHDOT.

Procedural requirements associated with implementing the preferred alternative -- such as development of an Environmental Assessment (EA) in accordance with FAA Order 5050.4B, *Airport Environmental Handbook* and meeting the necessary federal, state and local permitting requirements -- would be discussed.

TASK 7: LAND USE/RE-USE

The objective of the Land Use/Re-Use Analysis is two fold: to evaluate the impacts that the alternative airfield and landside improvements will have on the use of land within the Airport's boundary, on contiguous parcels, and on the community as a whole and to assist in selection of all alternatives including a preferred land use/land acquisition plan; and to determine the highest and best use for recently acquired properties and properties that may become expendable (non-aviation related property which may have a higher economic value as a different land use) as a result of implementation of the preferred airfield and landside alternative. The plan will also reveal compatible and possible incompatible land uses in the vicinity of the Airport.

Our efforts will focus on developing a plan based on the following goals:

- Maximize the revenue-generating capabilities of those properties that are not necessarily "fixed by function" in terms of aviation related development.

- Allow for phased and coordinated development so that landside facilities (such as T- and corporate hangars) can be constructed in a manner where existing revenue-generating facilities will not be compromised during, or as a result of construction.

- In addition, possible alternatives for land use for 50 acre parcel on west side of Lily Pond Road will be investigated. Document whether there are any opportunities for future commercial/industrial development or is the highest and best use limited to conservation.

TASK 8: ENVIRONMENTAL OVERVIEW

An analysis of potential environmental impacts caused by the proposed development projects will be undertaken to assist in the development of alternatives. The purpose of the Environmental Overview is to identify potentially "significant" impacts in general conformance with the National Environmental Policy

Act of 1969 (NEPA). While this inventory is not intended to fully satisfy NEPA requirements, it may be used as a preliminary review of environmental considerations that would need to be analyzed in more detail within the NEPA process. It is assumed that an Environmental Assessment would be required prior to implementation of the preferred actions associated with this Master Plan/ALP Update.

The objectives of the Environmental Overview will be:

- To evaluate potential environmental impacts of the selected plan to allow refinement of the preferred airfield, landside, and land use strategies, as needed.

- To assess the potential magnitude and significance of the impacts.

- To identify and briefly discuss, as necessary, possible abatement and mitigation measures which may reduce or eliminate any potentially significant adverse impacts.

All preliminary examinations of the environmental impact categories will be done in conformance with FAA Orders 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*, and 1050.1E, *Policies and Procedures for Considering Environmental Impacts*, and all current applicable federal, state and local regulations.

The environmental analysis will utilize the analysis in the existing AMP. This will be an abbreviated chapter identifying changed conditions from the existing AMP, as identified in FAA Orders 5050.4B and 1050.1E, there are up to 18 potential impact categories that might have to be addressed, (SJS) will update only those areas that require updating. SJS will produce new noise contours for the forecasted traffic on the current runway, and review new wetland regulations for possible impacts and develop a table that depicts the facility needs/project with possible required permits. Include timeline for permit acquisition.

Environmental categories that are anticipated to be of interest at the Airport include compatible land use, potential noise exposure changes, existing wetland and stream areas, and archaeological resources. We will use the recent Environmental Assessment (EA) completed for the Airport as a base.

Task 8.1: Noise and Compatible Land Use Analysis

Existing and ultimate noise exposure maps will be generated based on the aviation forecasts and recommended alternative using the latest versions of FAA's Integrated Noise Model (INM) program. In addition, maps of existing and planned land use (based upon information from the Authority, aerial photography, and other known sources) will be developed. In addition, site visits to ascertain existing and planned land uses in the vicinity of LCI will be made. The compatibility of existing and planned land uses in the vicinity of LCI with respect to noise impacts will be examined and discussed. Other existing and/or planned land uses, which are, or may be, incompatible with normal airport operations, will be identified and discussed. Also,

project impacts, which would, or might, have incompatible land use ramifications will be identified and discussed as applicable.

Task 8.2: Determination of Archaeological Issues

A request for project review was filed with the New Hampshire Division of Historical Resources, (NHDHR), in April of 2010 for Phase I of the Master Plan Update. A finding of No Historic Properties Affected was received by (NHDHR), 4-27-2010. A request for project review was filed with (NHDHR), in March of 2011 for Phase II of the Master Plan Update. A request for additional information by way of continued consultation during the development/analysis of alternative phase was requested. SJS will continue to consult with (NHDHR) during Phase II of the Master Plan and will address (NHDHR) findings/recommendations in the final Master Plan.

TASK 9: AIRPORT PLANS

This task takes the final selected alternatives identified previously to fully develop the Airport Plans for the Airport. The plans will provide for graphic depiction of the recommended development for LCI including the staged improvement of airfield and landside facilities as recommended. Included are a cover sheet and other separate plans (color as noted below), which together will comprise the ALP set itself.

- Cover/Title Sheet
- Existing Airport Plan
- Airport Layout Plan (color plan
- ALP Data Sheet (as needed)
- Terminal Area Plan(s)
- Airport Airspace Drawing
- Inner Portion of the Approach Surface Drawing
- On-Airport & Off-Airport Land Use Drawing
- Airport Property Map, (Exhibit "A")
- Utility Drawing

All plans will be on standard 22-inch x 34-inch sheets with border.

Previous work phases have concentrated on determining the needs of LCI and deciding upon the optimum way to meet those needs. In this task, the recommended improvements will be refined and presented graphically in the form of ALP drawings.

The ALP package will provide the physical details of the 20-year development plan. The primary drawing is the ALP, which is the overall development plan for the Airport showing both existing and proposed facilities. The total package consists of both the ALP and a series of backup drawings that are closely interrelated.

Aerial photogrammetry will be used to establish an overall master base drawing for use in developing the ALP set and other graphics for the Master Plan. The photographic-based drawing will be refined to remove extraneous elements and improve drawing efficiency. The complete base will be checked and verified for accuracy and integrity. During the process of developing the Airport Layout Plan, all mapping acquired for the project will be reviewed for obstructions to 14 CFR Part 77. In addition, we will research the National Geodetic Aeronautical Survey website (http://www.ngs.noaa.gov/AERO/aero.html) for existing mapped obstructions. All obstructions will be plotted and noted on the Part 77 Airspace Plan or the Runway and Approach Profile Plans.

For each type of ALP drawing that is required, the area of coverage, drawing limits and scale will be defined. In addition, standard sheet layout, title blocks, legends, line types and plotter line weights will be designated for consistency. A discussion of each of these drawings is presented below.

Task 9.1: Existing Airport Layout

The existing facilities drawings will have only enough detail to understand what facilities are located at the Airport at the time the inventory is taken. This will include pavement, buildings, structures, major tenants, and standard safety measurements. Limited labeling and dimensioning will be included. This is an exhibit that the Airport will be able to use for in-house planning and public relations use.

Task 9.2: Airport Layout Plan

The ALP for the Airport will depict the existing and future airport facilities. This drawing will include:

- Facility Identifications, Description labels
- Runway Protection Zones
- Runway Safety Areas
- Basic Airport and Runway Data Tables

The ALP will clearly identify existing and proposed facilities. Within the Airport boundary, it will also identify recommended land uses for aviation and non-aviation related categories, as appropriate. It will conform to standards as described in FAA Advisory Circular 150/5070-6B, Chg. #1 and FAA Advisory Circular 150/5300-13 and comply with the *FAA-New England Region Airport Layout Plan Checklist.*

Task 9.3: Terminal Area Plan(s)

This plan(s) will depict a detailed development plan for the general aviation terminal area as defined by existing FBO areas and future plan areas.

Task 9.4: Airport Airspace Drawing

14 CFR Part 77, Objects Affecting Navigable Airspace, defines this as a drawing depicting obstacle identification surfaces for the full extent of all airport development.

Task 9.5: Inner Portion of the Approach Surface Drawing

This drawing will contain the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surfaces penetrations. The drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77, Objects Affecting Navigable Airspace.

Task 9.6: On-Airport & Off-Airport Land Use Drawing

This drawing will depict land uses and zoning within the airport property and the area around the airport. At a minimum, the drawing will contain land within the 65 DNL noise contour.

Task 9.7: Airport Property Map

SJS will update the existing Airport property map (Exhibit A).

Task 9.8 Airport Utility Plan

This drawing will depict the location and capacity of major utilities on the airport and in the surrounding area.

TASK 10: CAPITAL IMPROVEMENT PLAN

A Capital Improvement Plan (CIP) will be prepared and supported by tabular data and narrative descriptions. Capital cost estimates (in current year dollars) will be developed for the proposed Airport improvements, and will be based on the recommended ALP. An implementation schedule will be prepared for the Airport for short- (0-5 years), intermediate- (6-10 years), and long-term (11-20 years) planning periods, according to the aforementioned forecasting projections. The Airport property map will delineate the acquisition of all real property interests necessary for Airport improvement purposes, including land for runway protection zones and Airport environs compatibility. Construction cost estimates will address the construction of required Airport facilities, including runways, taxiways, Airport lighting, Terminal building, hangars and apron areas, parking and Airport interior roadways. Estimates of Planning/Engineering/Administrative costs will be based on a percentage of the total construction and real

property assumption costs. It is understood that all phasing and recommendations will be based upon realistic and current funding expectations.

Task 10.1: Cost Estimates

Cost estimates for recommended development will be prepared by phases. These estimates will be based on current year costs and will be sufficiently detailed to provide the basis for developing a phasing plan and a financial plan.

To ensure that the cost estimates are representative of local conditions, unit prices from recent construction projects at the Airport and other public work projects in the region will be obtained. The proposed unit prices will be reviewed with Airport and Authority personnel prior to preparing the cost estimates.

The cost estimates will present the unit prices and estimated quantities for all major items. The estimate will be performed at a conceptual level consistent with development of a capital improvement program. Soft costs for engineering, inspection, etc. will be added to the construction prices to arrive at total program costs. The percentages applied for soft costs (i.e., engineering, testing and inspection) will be reviewed with the Authority personnel prior to their use.

Task 10.2: Phasing of Development

Phasing plans will be prepared to establish the critical path for implementing projects. Phasing plans can be developed for three (3) forecasted demand levels or for calendar years, as desired by Authority personnel. It is anticipated that development of the phasing plan will occur in concert with a financial plan. As funding is typically a limiting factor in deciding the phasing of particular projects at general aviation airports, the Airport's existing CIP will be reviewed for comprehensive recommendations and decisions.

Three (3) tables, accompanied by staging drawings, depicting the proposed projects at each forecast demand level will be prepared for inclusion in the report and for use during meetings and presentations. A chart that depicts all projects will also be prepared.

TASK 11: DELIVERABLES

Task 11.1: Preparation of Reports

Throughout the study, a series of working papers will be prepared and submitted to the Authority, NHDOT-BOA and the FAA for review and comments. It is proposed that the following working papers be provided:

Working Paper A - Inventory
Working Paper B – Refining Aviation Forecasts

Working Paper C - Facilities Requirements
Working Paper D – Project Alternatives Development and Evaluation
Working Paper E - Environmental Overview
Working Paper F – Capital Improvement Plan

Upon conclusion of the studies, a Draft Master Plan Report shall be prepared including conclusions and recommendations, explanations and findings of the technical analysis, graphics illustrating the various planning elements, and appendices as appropriate. This draft report along with a draft set of the Airport Layout Plans shall be submitted to the Authority, and NHDOT-BOA for review and comments.

Upon receiving all comments and making appropriate changes, the Final Master Plan Report, which will include the Executive Summary, and Airport Layout Plans shall be submitted. URS will produce the Master Plan Report and Airport Layout Plans on compact disc in Adobe Acrobat format.

Task 11.2: Preparation of Presentation Materials

SJS will prepare materials required to support the various meetings throughout the master plan process, including presentation boards, color exhibits, etc.

Task 11.3: Executive Summary

An executive summary will be prepared that will provide a brief description of the master plan's findings and recommendations. The executive summary will be a stand-alone, full-color, glossy brochure that is suitable for distribution to the general public. It will be written in plain language to convey the primary elements of the master plan update to a wide audience.

Laconia Municipal Airport - Master Plan Update

Budget Fee Sheet: 4-07-11

	Principal - In-Charge	Project Manager/ Sr. Planner	Airport Planner	Environmental Planner	Design Engineer	CADD Tech/ Word Processing	Total
PLANNING SERVICES							
1. Project Initiation, Scoping, Management, and Preplanning	4	20	15	0	0	0	39
2. Public Involvement Program	8	48	24	12	0	0	92
3. Inventory							
Approach Completed Phase -I	0	0	0	0	0	0	0
User Inventory Completed Phase-I	0	0	0	0	0	0	0
Airport Inventory Completed Phase-I	0	0	0	0	0	0	0
Community Inventory Completed Phase-I	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0
4. Refining Aviation Forecasts	4	16	24				44
5. Facility Requirements	4	20	70		40		134
6. Project Alternatives Development and Evaluation							
Project Alternatives Evaluation and Analysis		10	20	0	0	8	38
Landside Alternatives - Airport Buildings	3	10	20	0	0	8	41
Landside Facilities - Surface	3	10	20	0	0	8	41
Landside Development Plan	3	10	20	0	0	8	41
Alternatives Recommendation	3	10	20	0	0	8	41
Subtotal	12	50	100	0	0	40	202
7. Land Use / Re-Use	2	8	16	12	0	12	50
8. Environmental Overview							
Noise and Compatible Land Use Analysis	3	8	0	40	0	16	67
Wetland and Stream Analysis	0	0	0	0	0	0	0
Determination of Archaeological Issues	3	4	0	24	0	16	47
Subtotal	6	12	0	64	0	32	114
9. Airport Plans							
Existing Airport Layout	3	2	8	0	0	28	41
Airport Layout Plan	3	8	16	0	0	64	91
Terminal Area Plan (s)	0	2	8	0	0	16	26
Approach Surface Drawings	3	2	8	0	0	28	41
Airport Airspace Drawing	0	2	8	0	0	28	38
On-Airport & Off-Airport Land Use Drawing	3	2	12	0	0	26	43
Airport Property Map (Exhibit "A")	0	0	0	0	0	12	12
Utilities Drawing	3	2			20	40	65
Subtotal	15	20	60	0	20	242	292
10. Capital Improvement Plan							
Cost Estimates	3	6	8	0	40	16	73
Phasing of Development	3	6	8	0	0	16	33
Subtotal	6	12	16	0	40	32	106
11. Deliverables							
Preparation of Reports	3	40	120	0	0	32	195
Preparation of Presentation Materials	3	0	0	0	0	62	65
Executive Summary	3	20	20	0	0	8	51
Subtotal	9	60	140	0	0	102	311
GRAND TOTAL (Hours)	70	266	465	88	100	460	1,384
Hourly Rate	$60.00	$40.00	$32.00	$42.00	$42.00	$20.00	
Cost	$4,200.00	$10,640.00	$14,880.00	$3,696.00	$4,200.00	$9,200.00	$46,816.00

Laconia Municipal Airport - Master Plan Update

Budget Fee Sheet

Expenses:		Total Salary Cost	$46,816.00
		Overhead @ 150.00%	$70,224.00
Printing:		Subtotal	$117,040.00
Master Plan Reports/Executive Summary (12 @ $60/Report)	$720.00	Profit @ 15%	$17,556.00
Airport Layout Plan Sets (12 @ $40/Set)	$480.00	Expenses	$1,400.00
Miscellaneous	$200.00	Grand Total	$135,996.00
Total Expenses	$1,400.00		

Independent Estimate Fee	$1,025.00
Audit Fee & Advertising	$9,041.00
Total Additional Expenses	$10,066.00
Total Salary & Expenses	$135,996.00
Total Project Cost	$146,062.00
Lump Sum	$146,062.00

April 7, 2011

SPONSOR CERTIFICATIONS

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#09-05-2011
(Sponsor)	*(Airport)*	*(Project Number)*

Master PLan Update Phase ii *(Work Description)*

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.	☒	☐	☐
2. Consultants were selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
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.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	☐	☐	☒
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.	☒	☐	☐
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.	☐	☐	☒
7. Mandatory contact provisions for grant-assisted contracts have been(will be) included in consultant services contracts.	☒	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not used.	☒	☐	☐

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

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)

Diane J Cooper
(Signature of Sponsor's Designated Official Representative)

Diane J. Cooper
(Typed Name of Sponsor's Designated Official Representative)

Airport Manager
(Typed Title of Sponsor's Designated Official Representative)

4-8-11
(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 Airpot (LCI)	SBG#09-05-2011
(Sponsor)	*(Airport)*	*(Project Number)*

Master Plan Update Phase II *(Work Description)*

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

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	☐	☐	☒
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.	☐	☐	☒

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)

Diane J Cooper
(Signature of Sponsor's Designated Official Representative)

Diane J. Cooper
(Typed Name of Sponsor's Designated Official Representative)

Airport Manager
(Typed Title of Sponsor's Designated Official Representative)

4-8-11
(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 #09-05-2011
(Sponsor)	*(Airport)*	*(Project Number)*

Master Plan Update Phase II *(Work Description)*

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 (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☐	☐	☒
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☐	☐	☒
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	☐	☐	☒
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	☐	☐	☒
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (will be) 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,	☐	☐	☒
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			

	Yes	No	N/A
sponsor's cost estimate.			
6. All contracts exceeding $100,000 require (will 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 contact terms; and	☐	☐	☒
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 (will 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.	☐	☐	☒
8. All construction contracts exceeding $2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	☐	☐	☒
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 (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☐	☐	☒
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☐	☐	☒
11. Appropriate checks have been (will be) 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 Unified List.	☐	☐	☒

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)

Diane J Cooper
(Signature of Sponsor's Designated Official Representative)

Diane J. Cooper
(Typed Name of Sponsor's Designated Official Representative)

Airport Manager
(Typed Title of Sponsor's Designated Official Representative)

4-8-11
(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 #09-05-2011
(Sponsor)	*(Airport)*	*(Project Number)*

Master Plan Update Phase II *(Work Description)*

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.	☐	☐	☒
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.	☐	☐	☒
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, **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.	☐	☐	☒
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.	☐	☐	☒
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, **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	☐	☐	☒
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.	☐	☐	☒
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.	☐	☐	☒
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	☐	☐	☒
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	☐	☐	☒
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.	☐	☐	☒
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.	☐	☐	☒

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)

Diane J. Cooper
(Signature of Sponsor's Designated Official Representative)

Diane J. Cooper
(Typed Name of Sponsor's Designated Official Representative)

Airport Manager
(Typed Title of Sponsor's Designated Official Representative)

4-8-11
(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)	SBG #09-05-2011
(Sponsor)	*(Airport)*	*(Project Number)*

Master Plan Update Phase II *(Work Description)*

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 were (will be) determined to be qualified as well as competent to perform the work.	☐	☐	☒
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows: a. Work in progress, b. Quality and quantity of materials delivered, c. Test locations and results, d. Instructions provided the contractor, e. Weather conditions, f. Equipment use, g. Labor requirements, h. Safety problems, and i. Changes required.	☐	☐	☒
3. Weekly payroll records and statements of compliance were (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).	☐	☐	☒
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	☐	☐	☒
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	☐	☐	☒
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	☐	☐	☒

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

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)

Diane J Cooper
(Signature of Sponsor's Designated Official Representative)

Diane J. Cooper
(Typed Name of Sponsor's Designated Official Representative)

Airport Manager
(Typed Title of Sponsor's Designated Official Representative)

4-8-11
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

City of Laconia/Laconia Airport Authority	Laconia Municipal Airport (LCI)	SBG #09-05-2011
(Sponsor)	*(Airport)*	*(Project Number)*

Master Plan Update Phase II *(Work Description)*

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 (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program (will be) established to inform employees about: **a.** The dangers of drug abuse in the workplace; **b.** The sponsor's policy of maintaining a drug-free workplace; **c.** Any available drug counseling, rehabilitation, and employee assistance programs; 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.	☒	☐	☐
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 **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.	☒	☐	☐

	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	☒	☐	☐
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.	☒	☐	☐

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)

Diane J. Cooper
(Signature of Sponsor's Designated Official Representative)

Diane J. Cooper
(Typed Name of Sponsor's Designated Official Representative)

Airport Manager
(Typed Title of Sponsor's Designated Official Representative)

4-8-11
(Date)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS--

ALTERNATE I. (GRANTEES OTHER THAN INDIVIDUALS)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) 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;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking 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

(2) Requiring 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

65 Aviation Drive, Gilford, Belknap County, NH 03249

6 Lily Pond Road, Gilford, Belknap County, NH 03249

Check ( ) if there are workplaces on file that are not identified here.

Signature/Authorized Certifying Official

Diane J. Cooper
Typed Name and Title

City of Laconia/Laconia Airport Authority
Applicant/Organization

4-8-11
Date Signed

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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material 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: April 8, 2011

City of Laconia/Laconia Airport Authority
Name of Airport Sponsor

Signature of Authorized Official

Airport Manager
Title of Authorized Official

AIRPORT SPONSORS ASSURANCES

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the 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 the 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 the 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.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act - 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. 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.[1]
r. Power Plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
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.[1]
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.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11988 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
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.[1]
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.[1]
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).[1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
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 Disadvantaged Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.[1] [2]
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.[1]

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.[1]

Office of Management and Budget (OMB) 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

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 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 the 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 the 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 the 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 the 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall ensure that such arrangement also requires compliance therewith.

g. It 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.

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 the 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 (60) 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 the grant, the total cost of the project in connection with which the 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 the 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 the 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 the 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 the 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 Veterans of the Vietnam era and 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 the 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. Provided, however, that 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.

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 the 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; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. 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.

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, 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, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or

property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

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 in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

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 6-2-2010 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 (6) month period prior to the applicable due date.