26

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CHRISTOPHER D. CLEMENT
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Aeronautics

July 1, 2014

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 Town of Whitefield, Vendor Code 177499, for SBG-17-05-2010, to conduct an Environmental Assessment (EA) for the Mt. Washington Regional Airport by extending the completion date to December 31, 2014 from the original grant end date of September 30, 2014. The original grant was approved by Governor and Council on October 20, 2010, Item # 106 (see attached). This request is for a time extension only, no additional funding is requested.

EXPLANATION

A time extension for this grant is needed to address the environmental agencies request to include information regarding wetland impacts for possible future runway extensions at the airport. This required that airport plans for the EA be altered to accurately compute the potential wetland impacts. Additional alternative analysis was added to the scope of work for the project. The airport needs additional time to facilitate the final public informational meeting, obtain public comments and incorporate public comments into the final document.

Your approval of this resolution is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

CDC/tlsl
Attachment

#106

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

RECEIVED
OCT 25 2010
NH AERONAUTICS

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

September 29, 2010
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 Town of Whitefield, Vendor Code 177499, for SBG-17-05-2010, to conduct an Environmental Assessment for the Mt. Washington Regional Airport. State and Federal participation in the amount of $267,474.00 is effective upon Governor and Council approval through September 30, 2014. 95% Federal Funds, 5% General Funds

Funding is available as follows:	FY'11
04-96-96-960030-1789 FAA Projects 034-500151 Bonded Expenses	$ 267,474.00

EXPLANATION

Two Federal Aviation Administration (FAA) State Block Grants have been awarded for $1,512,446.00 and $885,005.00 from which $254,100.00 (or 95% of the project cost) is proposed for this airport planning project (SGB-17-05-2010 copy attached) to conduct an Environmental Assessment for the Mt. Washington Regional Airport, Whitefield NH. The projects consist of the preparation of an Environmental Assessment to determine the potential environmental impacts resulting from various anticipated improvement projects at the airport. The development projects to be evaluated will consist of a full parallel taxiway, obstruction clearing at the approach end of Runway 10 and the installation of a full Instrument Landing System (ILS).

The Department of Transportation accepts the Federal Funds for this project as a pass through to the Town of Whitefield in accordance with RSA 422:15. State participation in the amount of $13,374.00 (5 % of this project) is also requested. The total cost of the Environmental Assessment project is $267,474.00.

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,

George N. Campbell, Jr.
Commissioner

GNC/tlsl

Attach:

New Hampshire DOT
Bureau of Aeronautics

New Hampshire Department of Transportation
Bureau of Aeronautics

GRANT AGREEMENT
PART I – OFFER

August 13, 2010

Date of Offer

Mt. Washington Regional Airport

Airport Name/Planning Area

SBG-17-05-2010

Project No.

96-858-0738

DUNS No.

TO: **Town of Whitefield, New Hampshire**
(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 28, 2010 for a grant of federal and state funds for a project at or associated with the Mt. Washington Regional 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 Mt. Washington Regional Airport (herein called the "Project") consisting of the following:

Prepare Environmental Assessment

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, 100 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 $ 267,474.00 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:

$267,474.00 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 September 13, 2010 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

Jack W. Ferns
Director of Aeronautics, Rail and Transit

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

9/30/10
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: OCT 20 2010

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 13th day of September, 2010.

Town of Whitefield
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(SEAL)

By: Duane Hall
(Typed Name of Sponsor's Designated Official Representative)

Title: Chairman Board of Selectmen
(Typed Title of Sponsor's Designated Official Representative)

Attest: Judith Ramsdell
(Signature of Witness)

Title: Administrative Assistant
(Typed Title of Witness)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Shawn M. Tanguay, 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 Lebanon NH this 16th day of September, 2010.

By:
(Signature of Sponsor's Attorney)

NOTARY STATEMENT

As Justice of the Peace, registered in the State of New Hampshire, county of Coos, upon this date September 13, 2010, appeared before me Judith Ramsdell, the above signed officer personally appeared Duane Hall, who acknowledged himself to be the Chairman of the Board of Selectmen of the Town of Whitefield, New Hampshire, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the municipality of Whitefield, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Judith Ramsdell
Signature of Justice of the Peace

JUDITH A. RAMSDELL, Justice of the Peace
My Commission Expires April 5, 2014

Judith Ramsdell
Justice of the Peace

CERTIFICATE OF VOTE

I, Judith Ramsdell, do hereby certify that I am the Administrative Assistant of the Town of Whitefield, a municipality in the state of New Hampshire, county of Coos, in the United States of America.

I do further certify that Duane Hall, is Chairman of the sponsor's governing body and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for and on behalf of the sponsor's governing body and contracts with the State of New Hampshire. This authority was given during an official meeting of the Whitefield Board of Selectmen on the following date: September 13, 2010.

I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESSWHEREOF, I have hereunto set my hand and attached the seal of the Town of Whitefield on this 13th day of September, 2010.

Judith A. Ramsdell

Judith A. Ramsdell
Administrative Assistant
Town of Whitefield

CHARTIS AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Producer:	Named Insured:
NATIONAIR INSURANCE 85 PERMIETER ROAD, STE 2, NASHUA MUNICIPAL AIPORT, NASHUA, NH 03063-1311	TOWN OF WHITEFIELD MOUNT WASHINGTON REGIONAL AIRPORT 7 WHITEFIELD ROAD WHITEFIELD, NH 06598

General Liability			
Insurer Name:	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA		
Policy Number:	AP 082826922-01		
Policy Effective Date:	AUGUST 26, 2010	Policy Expiration Date:	AUGUST 26, 2011
Limits of Insurance	$ 2,000,000.	Each Occurrence Limit	
	$ 50,000.	Damage To Premises Rented To You Limit (any one premises)	
	$ 5,000.	Medical Expense Limit (any one person)	
	$ 2,000,000.	Personal & Advertising Injury Aggregate Limit	
	$ NOT APPLICABLE	General Aggregate Limit	
	$ 2,000,000.	Products/Completed Operations Aggregate Limit	
		Hangarkeepers Limit	
	$ NOT COVERED	Each Aircraft Limit	
	$ NOT COVERED	Each Loss Limit	
	$ NOT APPLICABEL	Hangarkeepers Deductible (each aircraft)	
General Aggregate Limit applies per:		☒ Policy ☐ Project ☐ Location	

Description of Operations/Locations/Endorsements/Special Provisions

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

THE COMPANY AGREES TO PROVIDE CERTIFICATE HOLDER WITH THIRTY (30) DAYS (TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM) NOTICE OF CANCELLATION.

Additional Insured Status YES

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Cancellation

In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Certificate Holder: STATE OF NEW HAMPSHIRE	Certificate No. 1
Authorized Representative:	AUGUST 2, 2010 MS Date of Issue

CGL309 (3/05)

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ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
STATE OF NEW HAMPSHIRE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

All other provisions of this policy remain the same.

This endorsement becomes effective AUGUST 26, 2010 to be attached to and hereby made a part of Policy No. AP 08286922-01 issued to TOWN OF WHITEFIELD

By National Union Fire Insurance Company of Pittsburgh, Pa.

Endorsement No. 2

Date of Issue SEPTEMBER 15, 2010 MS

By _____
(Authorized Representative)

CGL191 (3/05)

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COUNTERSIGNATURE ENDORSEMENT

State for which this endorsement is issued is NEW HAMPSHIRE

The countersignature hereto is to be considered the valid countersignature to the undermentioned policy insofar as concerns that portion of the risk located in the state named above.

COUNTERSIGNATURE AGENT DAVE BAKER

ADDRESS 1175 PEACHTREE STREET, N.E., SUITE 1000
ATLANTA, GA 30361

SIGNATURE

All other provisions of this policy remain the same.

This endorsement becomes effective AUGUST 26, 2010 to be attached to and hereby made a part of Policy No. AP 082826922-01 issued to TOWN OF WHITEFIELD

By National Union Fire Insurance Company of Pittsburgh, Pa.

Endorsement No. 3

Date of Issue SEPTEMBER 15, 2010 MS

By
(Authorized Representative)

UE38 (1/05)

SUPPLEMENTAL AGREEMENT No. 1

TO THE

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

FOR THE FOLLOWING:

MT. WASHINGTON REGIONAL AIRPORT COMMISSION
MT. WASHINGTON REGIONAL AIRPORT
WHITEFIELD, NEW HAMPSHIRE

ENVIRONMENTAL ASSESSMENT for DEVELOPMENT PROJECTS
At
MT. WASHINGTON REGIONAL AIRPORT

SBG 17-05-2010

WHEREAS, the OWNER and the ENGINEER entered into a contract dated December 11, 2009 to provide professional services for the preparation of an Environmental Assessment in connection with proposed developments at the Mt. Washington Regional Airport, referred to as the PROJECT; and

WHEREAS, it has become necessary to amend Article G. Insurance. The State of New Hampshire Department of Transportation requires that the limits of the consultant's General Liability insurance be $2,000,000.00 in the general aggregate as well as naming the State of New Hampshire as an additionally insured.

THEREFORE, this Supplemental Agreement No. 1 amends Article G to read as follows:

6. INSURANCE

The ENGINEER agrees that he will, before commencing the performance of this AGREEMENT, provide Worker's Compensation Insurance for the benefit of all persons employed under this AGREEMENT, and shall continue such insurance in full force and effect during the term of this AGREEMENT. In addition, the ENGINEER shall procure and maintain insurance during the term of this AGREEMENT in the amounts and for the coverage indicated below:

Public Liability with limits of $500,000 for bodily injury and $300,000 for property damage.

Automobile Liability, Bodily Injury and Property Damage with limits to $500,000 per occurrence.

In addition to the above stated limits, excess liability coverage in the amount of $1,000,000 per occurrence and aggregate shall be procured.

Architect's and Engineer's professional liability with limits to $1,000,000 for any one claim and in the annual aggregate.

General Liability with limits to $1,000,000 for each occurrence and in the general aggregate of $2,000,000 with the State of New Hampshire named as additional insured.

NOW THEREFORE, the ENGINEER and the OWNER agree to the aforesaid additions at no additional cost.

ARTICLE M - PRINCIPAL PARTIES SUPPLEMENTAL AGREEMENT NO. 1 APPROVAL SIGNATURES

OWNER:

By: _____
Dave Hill, Chairman
Mt. Washington Regional
Airport Commission

Date: 9/28/2010

ENGINEER:
FAY, SPOFFORD & THORNDIKE, LLC

By: _____ Date: 9.21.10

Name: DEAN L. GROVES

Title: President / CEO

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

OP ID AM

DATE (MM/DD/YYYY) 09/20/10

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

McLaughlin Insurance Agency
828 Lynn Fells Parkway
Melrose MA 02176
Phone:781-665-2775 Fax:781-665-0295

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: FAYSP-1

INSURED

Fay, Spofford & Thorndike, LLC
Fay, Spofford & Thorndike, Inc
FST Engineers, Inc.
5 Burlington Woods
Burlington MA 01803

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Company	
INSURER B: Peerless Insurance Co.	24198
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			08UUNRO9663	05/01/10	05/01/11	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		X					MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC						Emp Ben.	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
A	X SCHEDULED AUTOS			08MCPRO9447 - MA	05/01/10	05/01/11	PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS			08UENRO9345	05/01/10	05/01/11		$
	X NON-OWNED AUTOS			OUT OF STATE				$
A	UMBRELLA LIAB X OCCUR			08XHURO9389	05/01/10	05/01/11	EACH OCCURRENCE	$ 13,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 13,000,000
	DEDUCTIBLE							$
	X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WBLE0078	05/01/10	05/01/11	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	VAL PAPERS/RECORDS			IM8436262	05/01/10	05/01/11	Limit	$4,000,000

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

Project: Mt. Washington Regional Airport, Environmental Assessment, SBG No. 17-05-2010. Additional Insured is listed as follows for GL if required by written contract with Named Insured: State of New Hampshire.

CERTIFICATE HOLDER

TOWNOW1

Town of Whitefield
Airport Commission
7 Jefferson Road
Whitefield, NH 03598

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

John McLaughlin

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RECEIVED

MAY 07 '10

APPLICATION FOR FEDERAL ASSISTANCE

F.S.&T.

Version 7/03

TYPE OF SUBMISSION: Application ☐ Construction ☑ Non-Construction	Pre-application ☐ Construction ☐ Non-Construction	2. DATE SUBMITTED: January 28, 2010	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier SBG-17-05-2010
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

RECEIVED MAY 13 2010 NH AERONAUTICS

5. APPLICANT INFORMATION

Legal Name: Mt. Washington Regional Airport Commission	Organizational Unit:
Organizational DUNS: 96-858-0738	Department: Mt. Washington Regional Airport Commission
Address:	Division: N/A
Street: 7 Jefferson Road	Name and telephone number of person to be contacted on matters involving this application (give area code)
City: Whitefield	Prefix: Mr. / First Name: David
County: Coos	Middle Name
State: New Hampshire / Zip Code 03598	Last Name: Hill
Country: USA	Suffix:
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 02-6000971	Email: davehill@pjnoyes.com
	Phone Number (give area code): 800 522-2469 / Fax Number (give area code)

8. TYPE OF APPLICATION: ☑ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐

Other (specify) N/A

7. TYPE OF APPLICANT: (See back of form for Application Types) "C" (Municipal)

Other (specify) N/A

9. NAME OF FEDERAL AGENCY: Federal Aviation Administration (FAA)

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 20-106

TITLE (Name of Program): Airport Improvement Program (AIP)

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Environmental Assessment for Airport Improvement Projects

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: Whitefield, Littleton, Jefferson, Lancaster, NH & Coos and Grafton Counties

13. PROPOSED PROJECT

Start Date: / Ending Date:

14. CONGRESSIONAL DISTRICTS OF: a. Applicant 2nd, NH / b. Project 2nd, NH

15. ESTIMATED FUNDING:

a. Federal	$ 254,100
b. Applicant	$ 0
c. State	$ 13,374
d. Local	$
e. Other	$
f. Program Income	$
g. TOTAL	$ 267,474

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. ☑ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE: January 28, 2010

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr.	First Name: David	Middle Name
Last Name: Hill		Suffix
b. Title: Chairman, Airport Commission		c. Telephone Number (give area code) 800 522-2469
Signature of Authorized Representative		e. Date Signed April 28, 2010

J. Rissland, P.E.

Previous Edition Usable
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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

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?

☒ 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:

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. AIP	20.106	$	$	$ 254,100.00	$ 13,374.00	$ 267,474.00
2.						
3.						
4.						
5. TOTALS		$	$	$ 254,100.00	$ 13,374.00	$ 267,474.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	AIP	(2)	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	265,268.00				265,268.00
g. Construction					
h. Other (Sponsor Admin.)	2,206				2,206
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	$ 267,474	$	$	$	$ 267,474.00
l. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. SBG	$ 0	$ 13,374.00	$ 0	$ 13,374.00
9.				
10.				
11.				
12. TOTALS	$ 0	$ 13,374.00	$ 0	$ 13,374.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 246,500	$ 63,525	$ 63,525	$ 63,525	$ 63,525
14. Non-Federal	13,374	3,343	3,343	3,344	3,344
15. TOTAL	$ 267,474.00	$ 66,868	$ 66,868	$ 66,869	$ 66,869

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)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569

PROJECT : Environmental Assessment for Airport Improvement Projects

AIRPORT : Mt. Washington Regional Airport, Whitefield, New Hampshire

1. Objective: See Attached Part IV Narrative

2. Benefits Anticipated: See Attached Part IV Narrative

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

4. Geographic Location:
Whitefield, New Hampshire

5. If Applicable, Provide Additional Information:
See Attached Part IV Narrative

6. Sponsor's Representative: *(include address & telephone number)*
Fay, Spofford & Thorndike, LLC.
5 Burlington Woods
Burlington, Massachusetts 01803

PART IV

PROGRAM NARRATIVE
APPLICATION FOR FEDERAL ASSISTANCE

MT. WASHINGTON REGIONAL AIRPORT
WHITEFIELD, NEW HAMPSHIRE

Environmental Assessment for Airport Improvement Projects

SBG-17-05-2010

Project Purpose:

This project consists of the preparation of an Environmental Assessment to determine the potential environmental impacts resulting from various anticipated improvement projects at the airport. The development projects will consist of a full parallel taxiway (Approximately 2,300' x 35'), Obstruction Clearing Runway 10 approach to a clear 34:1, and the installation of a full Instrument Landing System consisting of a localizer, distance measuring equipment (DME), Glide Slope Antenna, and an approach lighting system (MALSR) at the Mt. Washington Regional Airport.

Project Benefits:

The airport will benefit from this project by identifying environmental effects of the proposed actions and its alternatives. The EA will include as appropriate a Finding of no Significant Impact (FONSI).

Project Location:

This project is located at the Mt. Washington Regional Airport in Whitefield, New Hampshire.

Environmental Action:

There will be no direct environmental impacts resulting from the preparation of this EA.

Categorical Exclusions for Facility Siting, Construction and Maintenance

In accordance with 1050.1E, this project is categorically excluded for FAA actions in accordance with paragraph 307O.

Disadvantaged Business Enterprise Program:

The Town of Whitefield has an approved DBE program on file with the FAA/Civil Rights Division in Burlington, Massachusetts. The Town of Whitefield has established

an overall goal of 0.6 percent for DBE participation for all federally funded projects. We recognize the importance of including all DBE/MBE participation in Federally funded projects and will make efforts to include DBE/MBE participation in projects at Whitefield as those firms become available in this area.

Airport User Coordination

A copy of a **"Notice to Airport Users"** will be posted at Town Hall and at the Airport Terminal Building. It will also be distributed to airport users and related businesses on the airport as necessary and as required. Any comments that are received will be kept on file by the Airport Commission and will be addressed in the project construction when applicable.

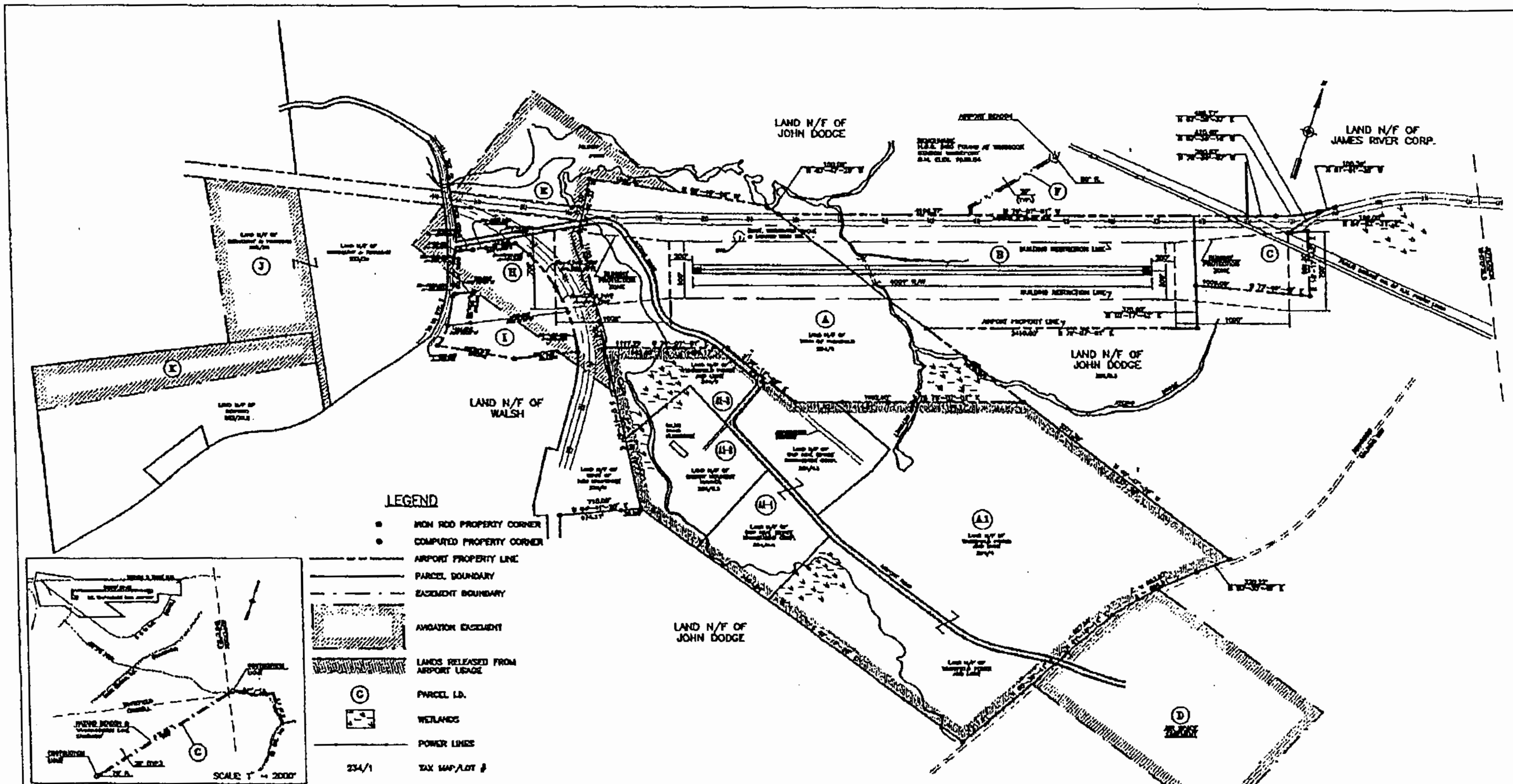
Intergovernmental Coordination (Executive Order 12372)

A copy of this application for Federal Assistance has been forwarded to the State of New Hampshire Office of Energy and Planning for review under Executive Order 12372. Any comments received will be forwarded to the FAA and the State of New Hampshire Department of Transportation/Aviation and will be incorporated into the project to the maximum extent possible as the project progresses. A copy of this application will also be forwarded to the U.S. Fish & Wildlife Service. The State Historical and Preservation Offices (SHPO) was contacted for a Request for Project Review. SHPO reviewed the proposed project and determined that an archaeological Phase I assessment needs to be included in the scope.

Project Schedule:

This construction of this project will begin in the Fall of 2008 and be completed this year subject to whether conditions. Following is a tentative schedule associated with this project:

Submit Draft Scope	12/08/09
Submit Final Scope and Fee	01/26/10
Submit Contract for Approval	02/23/10
Submit Grant Application	03/01/10
Execute Contract	07/27/10
Receive Notice to Proceed	07/27/10
Submit DRAFT EA	03/01/11
Review (Two months)	05/01/11
Submit Final EA	06/01-11
FONSI	07/01/11
Project Close-out	08/01/11



PARCEL	GRANTOR	GRANTEE	INST.	ACQUISITION DATE	AREA	FILED AT COOS COUNTY REG. OF DEEDS	REMARKS
A	FRANK S. DODGE	TOWN OF WHITEFIELD	FEE	4/26/48	325 AC.	VOL. 361, P. 59	–
A1	TOWN OF WHITEFIELD	WHITEFIELD POWER AND LIGHT	FEE	8/17/88	234 AC.	–	EASEMENT RETAINED
A-1	WHITEFIELD ECONOMIC DEVELOPMENT CORPORATION	DWP REAL ESTATE MANAGEMENT, LLC	FEE	12/5/01	38.81 AC.	VOL. 979, P. 908	EASEMENT RETAINED
A-2	WHITEFIELD ECONOMIC DEVELOPMENT CORPORATION	CHERRY MOUNTAIN LUMBER	FEE	11/8/04	26.28 AC.	VOL. 1104, P. 857	EASEMENT RETAINED
A-3	TOWN OF WHITEFIELD	WHITEFIELD POWER AND LIGHT	FEE	8/17/88	234 AC.	–	EASEMENT RETAINED
B	W.F. DODGE & SON	TOWN OF WHITEFIELD	FEE	7/8/65	75 AC.	VOL. 490, P. 172	FAA PROJ. # 9-27-010-C502
C	BROWN COMPANY	TOWN OF WHITEFIELD	FEE	8/4/65	16 AC.	VOL. 490, P. 121	FAA PROJ. # 9-27-010-C502
D	FRANK S. DODGE	TOWN OF WHITEFIELD	EASEMENT	4/26/48	65 AC.	VOL. 361, P. 59	AVIGATION EASEMENT
E	FRANK S. DODGE	TOWN OF WHITEFIELD	EASEMENT	4/26/48	38 AC.	VOL. 361, P. 59	AVIGATION EASEMENT
F	JOHN DODGE	TOWN OF WHITEFIELD	EASEMENT	6/25/68	0.8 AC.	–	FAA PROJ. # 9-27-010-C803
G	JOHN DODGE	TOWN OF WHITEFIELD	EASEMENT	6/25/68	3.7 AC.	–	FAA PROJ. # 9-27-010-C803
H	WILLIAM & HELEN SALES	TOWN OF WHITEFIELD	FEE	7/27/01	10.84 AC.	VOL. 968, P. 732	AIP # 3-33-0017-08
I	THOMAS FOLEY & MICHAEL BIZOKAS	TOWN OF WHITEFIELD	FEE	8/11/01	8.02 AC.	VOL. 972, P. 496	AIP # 3-33-0017-08
J	SANDRA BERGQUIST / MYLES & CAROL-ANNE FINNEGAN	TOWN OF WHITEFIELD	AVIGATION EASEMENT	4/25/05	23.5 AC.	VOL. 1123, P. 564	AIP # 3-33-0017-13-2005
K	CARROLL & MARION REXFORD	TOWN OF WHITEFIELD	AVIGATION EASEMENT	5/03/05	18.7 AC.	VOL. 1124, P. 449	AIP # 3-33-0017-13-2005

SOURCES:
SURVEY BY COLIN F. SUTHERLAND, FEBRUARY, 1965 AND RECORDS ON FILE AT FAA—NEW ENGLAND REGION, BURLINGTON, MA.

GRAPHIC SCALE
1" = 400'

FAY, SPOFFORD & THORNDIKE, INC.
ENGINEERS · PLANNERS · SCIENTISTS
5 BURLINGTON WOODS, BURLINGTON, MA 01803

PROJECT NO. 18802
FILE NAME Exhibit A1
SCALE 1" = 400'
DATED AUG. 2008

MOUNT WASHINGTON REGIONAL AIRPORT
WHITEFIELD, NEW HAMPSHIRE

EXHIBIT 'A'

DRAWING NO. 1
SHEET 1 OF 1

Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to tile 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: Jan 28, 2010

Town of Whitefield
Name of Airport Sponsor

Signature of Authorized Official
By: Dave Hill

Chairman Airport Commission
Title of Authorized Official

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

Town of Whitefield	Mt. Washington Regional Airport	SBG Program 17-05-2009
(Sponsor)	*(Airport)*	*(Project Number)*

(Work Description) Environmental Assessment for Airport Improvement Projects

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 (will be) 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 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 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 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 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.

Town of Whitefield
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. David Hill, Chairman Airport Commission
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

Jan 29, 2010
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

PROJECT PLANS AND SPECIFICATIONS

Town of Whitefield	Mt. Washington Regional Airport	SBG 17-05-2010
(Sponsor)	*(Airport)*	*(Project Number)*

(Work Description) Environmental Assessment for Airport Improvement Projects

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

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

	Yes	No	N/A
1. The plans and specifications were prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☐	☐	☒
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 in the plans is depicted on the airport layout plan approved by the FAA.	☒	☐	☐
4. Development that is ineligible for AIP funding 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 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 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 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.

Town of Whitefield

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. David Hill, Chairman Airport Commission

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

Jan 29, 2010

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

EQUIPMENT/CONSTRUCTION CONTRACTS

Town of Whitefield	Mt. Washington Regional Airport	SBG No. 17-05-2009
(Sponsor)	*(Airport)*	*(Project Number)*

(Work Description) Environmental Assessment for Airport Improvement Projects

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

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

	Yes	No	N/A
1. A code or standard of conduct is in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☐	☐	☒
2. Qualified personnel are engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☐	☐	☒
3. The procurement was publicly advertised using the competitive sealed bid method of procurement.	☐	☐	☒
4. The bid solicitation clearly and accurately describes :			
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 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 sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding $100,000 require the following provisions: a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent; b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach 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 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 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 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 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 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.

Town of Whitefield
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. David Hill, Chairman Airport Commission
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

Jan 29, 2010
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

REAL PROPERTY ACQUISITION

Town of Whitefield	Mt. Washington Regional Airport	SBG 17-05-2010
(Sponsor)	*(Airport)*	*(Project Number)*

(Work Description) Environmental Assessment for Airport Improvement Projects

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			
c. The right to restrict the establishment of future obstructions.			

	Yes	No	N/A
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.

Town of Whitefield
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. David Hill, Chairman Airport Commission
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

Jan 29, 2010
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

CONSTRUCTION PROJECT FINAL ACCEPTANCE

Town of Whitefield	Mt. Washington Regional Airport	SBG 17-05-2010
(Sponsor)	*(Airport)*	*(Project Number)*

(Work Description) Environmental Assessment for Airport Improvement Projects

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

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

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

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

Town of Whitefield
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. David Hill, Chairman Airport Commission
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

Jan 28, 2010
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

Town of Whitefield	Mt. Washington Regional Airport	SBG 17-05-2010
(Sponsor)	*(Airport)*	*(Project Number)*

(Work Description) Environmental Assessment for Airport Improvement Projects

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.

Town of Whitefield
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. David Hill, Chairman Airport Commission
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

Jan 29, 2010
(Date)

U.S. Department of Transportation
Federal Aviation Administration
Airport Improvement Program
Sponsor Certification

DRUG-FREE WORKPLACE

Documentation for Drug-Free Workplace may be found at the Whitefield Town Hall

Town of Whitefield
38 King Square
Whitefield, New Hampshire 03598

and at Fay, Spofford & Thorndike, LLC.
5 Burlington Woods Road
Burlington, Massachusetts

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 the grant offer by the sponsor, these assurances are incorporated in and become part of the 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 Disadvantage 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 (non-procurement) 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 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 the 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 the 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 the 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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

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

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

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

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

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

11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of 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:
   (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   (ii) 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 3-21-2007 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

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

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

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

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date