

51



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
 Commissioner

William Cass, P.E.
 Assistant Commissioner

October 4, 2022
 Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the Laconia Airport Authority (Vendor 156889), for SBG 09-20-2022, to design, permit and bid the installation of a perimeter/wildlife fence and a gate at the Laconia Municipal Airport, Gilford, NH. Federal and State participation in the amount of \$159,181.44 is effective upon Governor and Council approval through July 28, 2025. 96.34% Federal Funds, 3.66% State Funds.

Funding is available as follows:

	<u>FY 2023</u>
04-96-96-960030-1335 FAA Projects 034-500161 New Construction	\$ 154,318.56
04-96-96-964010-2021 FAA ARPA Funding 072-509073 Grants Federal	\$ <u>4,862.88</u>
Total	\$ 159,181.44

A portion of the funds, \$148,500.00, 90% of the total project cost for this airport development project was budgeted in the Capital Budget, HB 25 2019, 146:1 XVI-A. An additional FAA share of \$4,862.88 (2.95% of the total project costs) is also being provided from the remaining funds available from ARPA. The Federal, State, and Local funding percentages are not the standard percentages for FAA projects because the State, through the Block Grant, was able to apply a small amount of available remaining Federal ARPA funding to this project.

EXPLANATION

One Federal Aviation Administration (FAA) State Block Grant was awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-38-2021	\$2,362,166.00

A total of \$153,362.88 (92.95% of the total project cost) is proposed from the FAA grant listed above for this airport development project (SBG 09-20-2022 copy attached), to design, permit and bid the installation of a perimeter/wildlife fence (approx.7,400 linear feet) and a gate (1) at the Laconia Municipal Airport, Gilford, NH.

Jacobs Engineering, the airport's on-call consultant, will be conducting the following tasks:

1. Data collection of Airport and the project location area
2. Design of the future east end fence alignment
3. Permitting
4. Complete Design documents
5. Bidding support and project administration

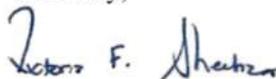
The Department of Transportation accepts the Federal Funds for this project as a pass through to the Laconia Airport Authority in accordance with RSA 422:15. State participation in the amount of \$5,818.56 (3.53% of the total project) is also requested. The Laconia Airport Authority will participate in the amount of \$5,818.56 (3.53% of the total project). Total cost of the project (including state and local matching shares) is \$165,000.00.

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

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

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments
VS/tlsl



U.S. Department
of Transportation
Federal Aviation
Administration

**FAA AIRPORT IMPROVEMENT PROGRAM (AIP)
FY 2021 AVIATION STATE BLOCK GRANT PROGRAM
GRANT AGREEMENT**

Part I - Offer

Federal Award Offer Date	July 26, 2021
Block Grant Number	N/A
FY 2021 AIP Grant Number	3-33-SBGP-038-2021
Unique Entity Identifier	808591697

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

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

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Improvement Program (AIP) Grant funds for airport planning, development, and noise program implementation projects conforming to 49 United States Code (U.S.C.) Chapters 471 and 475, as permitted under 49 U.S.C. § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIP Grant Funds, including Supplemental AIP Grant funds, for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA a Block Grant Project Application dated May 3, 2021, for a Grant of Federal funds at or associated with New Hampshire State Block Grant Program Airports, which is a covered airport in New Hampshire and is included as part of this FY 2021 State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer and the State has accepted the terms of FAA's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the State Block Grant Project Application to provide Fiscal Year 2021 AIP Grant funds

(herein called the "Grant") to the State for eligible and justified projects (herein called the "Projects") for the following covered airports:

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

NOW THEREFORE, pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Transportation, Housing, and Urban Development and Related Agencies Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); the representations contained in the State Block Grant Project Application for FY 2021 AIP Grant Funds, and in consideration of:

- (a) the State's acceptance of this Offer;
- (b) the State's participation in the SBGP;
- (c) the Sponsor's adoption and ratification of the Grant Assurance attached hereto; and
- (d) the benefits to accrue to the United States and the public from the accomplishment of the Projects at the covered airports and compliance with the Grant Assurances, terms, and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay a Federal share of 100 percent for costs incurred in accomplishing the Projects.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$ 2,362,166.

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

- \$ 0 for planning;
- \$ 2,362,166 airport development or noise program implementation; and,
- \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:
 - a. **Period of Performance:**

1. Shall start on the date the State formally accepts this Agreement and is the date signed by the last State signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1)
 3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall but subject to the Period of Performance defined in this Agreement.
- b. Budget Period:
1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall be subject to the Budget Period defined in this Agreement.
- c. Close Out and Termination:
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. Requirements for Subgrants. The State must incorporate all Federal contract provisions that apply to a Project funded with AIP funds, including but not limited to the following in all subgrants issued to Sponsors under this State Block Grant and require compliance by the Sponsors of the covered airports included in this State Block Grant Agreement:
- a. The terms and conditions attached to this Grant Agreement;
 - b. At least one of the following, as applicable:
 1. Assurances: Airport Sponsors (February 2020, as updated), or
 2. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
 3. Assurances: Planning Agency (March 2014); and
 - c. All information required by 2 CFR 200.332.
4. Nonprimary Entitlement Funds. \$1,350,000.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are apportioned under 49 U.S.C. § 47114(d), also known as nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by 49 U.S.C. Chapters 471 and 475:

*NHB, New Hampshire State Block Grant Program, Concord, NH, Nonprimary Entitlement Funds, \$1,350,000.00;

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

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

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

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

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

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

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

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

5B9, Dean Memorial Airport, North Haverhill, NH, \$150,000

*NHB, New Hampshire State Block Grant Program, Concord, NH, COVID Relief KA Funds, \$236,216.00;

*NHB, New Hampshire State Block Grant Program, Concord, NH, State Apportionment Funds, \$775,950.00

5. **Discretionary Funds.** \$0.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are discretionary funds.
6. **State Apportionment.**
\$775,950.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by 49 U.S.C. Chapters 471 and 475.
7. **Ineligible or Unallowable Costs.** The State and Sponsor must not include any costs in the projects funded with this Grant that are ineligible or unallowable in accordance with 49 U.S.C. Chapters 471 and 475.
8. **Indirect Costs – State and Sponsor.** The State may allow a Sponsor to charge indirect costs under this award by applying the indirect cost rate, as approved by a Federal cognizant agency and as identified in the subgrant, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the Projects. The State may charge indirect project costs under this Grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
9. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies and procedures of the Secretary, and the Act(s) referenced above, as may be applicable. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
10. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure, and must require the Sponsor to assure, that projects are carried out and completed

without undue delays and in accordance with this Grant Agreement, applicable laws, statutes, regulations, and policies and procedures of the Secretary. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report to the State or FAA any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months and request prior approval from FAA. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3(b).

11. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
12. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 23, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
13. **Improper Use of Federal Funds.** The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any projects upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State and Sponsor, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary.
14. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
15. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the Sponsor review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
16. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

17. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA or the State determines that the maximum grant obligation of the United States exceeds the expected needs of the State or Sponsor, as applicable, by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the State unilaterally reducing the maximum obligation.

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

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

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

18. **Air and Water Quality.** The State and Sponsor are required to comply with all applicable air and water quality standards for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.
19. **Financial Reporting and Payment Requirements.** The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
20. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The State and Sponsor will include a provision implementing Buy American in every contract.
21. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following, land project if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the State or Sponsor requests an increase, the additional funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided under the original terms of this Grant for any amount increased over the initial grant amount.

22. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at

<http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

23. Suspension or Debarment. The State must:

- a. Immediately disclose to the FAA whenever the State:
 1. Learns a Sponsor has entered into a covered transaction with an ineligible entity; or
 2. Suspends or debar a contractor, person, or entity.
- b. Include a provision in all subgrants that requires Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
- c. The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Grant.

24. Ban on Texting While Driving.

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

25. Trafficking in Persons.

- a. Sponsors under this Agreement that are private entities and their employees may not—
 1. Engage in severe forms of trafficking in persons during the period of time that this agreement, including subgrants under this Agreement, are in effect;
 2. Procure a commercial sex act during the period of time that this Agreement, including subgrants under this Agreement, are in effect; or

3. Use forced labor in the performance of this Agreement, including subgrants under this Agreement.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you, a Sponsor, or subcontractor that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Agreement to have violated a prohibition in paragraph a.1 of this Condition through conduct that is either –
 - i. Associated with performance under this Agreement; or
 - ii. Imputed to the Sponsor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
 - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Condition, including subgrants under this agreement.
 - d. Our right to terminate unilaterally that is described in paragraph a. of this Condition:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and
 2. Is in addition to all other remedies for noncompliance that are available to us under this Agreement.
 - e. You must include the requirements of paragraph a. of this Condition in any subgrant you make to a Sponsor or private entity.
26. **Exhibit "A" Property Map.** The State and Sponsor will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
27. **Employee Protection from Reprisals.**
- a. Prohibition of Reprisals —
 1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered - The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- b. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.

28. Reporting Subgrants and Executive Compensation.

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

assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and

- c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. The State must report its executive total compensation:

- i. As part of the State's registration profile at <http://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. State Reporting of Subrecipient Executive Total Compensation.

1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—

- i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and
 - b) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act ; and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. The subrecipient must report subrecipient executive total compensation:

- a. to the State.
- b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

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

Subgrants, and

The total compensation of the five most highly compensated executives of any subrecipient.

SPECIAL CONDITIONS

29. Buy American Executive Orders. The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The State's acceptance of this Offer and ratification and adoption of the State Block Grant Project Application incorporated herein shall be evidenced by execution of this instrument by the State, 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 United States and the State with respect to the accomplishment of the Projects funded under this Grant and compliance with the grant assurances, terms, and conditions as provided herein. Such Grant Agreement will become effective upon the State's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated July 26, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Gail Lattrell

Gail Lattrell (Jul 26, 2021 15:51 EDT)

(Signature)

Gail Lattrell

(Typed Name)

Director

(Title of FAA Official)

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Executed this day of July 27, 2021

State of New Hampshire

(Name of Sponsor)

Patrick C. Herlihy

Patrick C. Herlihy (Jul 27, 2021 14:21 EDT)

(Signature of State's Designated Official Representative)

By: Patrick C. Herlihy

(Typed Name of State's Designated Official Representative)

Title: Director of Aeronautics, Rail and Transit

(Title of State's Designated Official Representative)

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

CERTIFICATE OF STATE'S ATTORNEY

I, Allison Greenstein, acting as Attorney for the State do hereby certify:

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated this day of July 29, 2021

Allison B. Greenstein
By: _____
(Signature of State's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department of Transportation
Federal Aviation Administration



GRANT AGREEMENT

PART I – OFFER

Date of Offer August 17, 2022

Airport/Planning Area Laconia Municipal Airport

State Block Grant Number SBG 09-20-2022

Unique Entity Identification (UEI) Number DRQYZDZ1KDH9

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

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated March 25, 2022, for a grant of Federal and State funds for a project at or associated with the Laconia Municipal Airport, which as approved by the State, is included as part of this Grant Agreement; and

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

Install Perimeter/Wildlife Fence (approx. 7,400± LF); Install Gate (1 each) – Phase I (Design, Permit, Bid)
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES to pay ninety-six and 47/100 (96.47) percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

Assistance Listings Number (formally CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is **\$159,181.44.**

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

- \$0.00 for planning
- \$159,181.44 for airport development or noise program implementation
- \$0.00 for land acquisition.

2. **Grant Performance. This Grant Agreement is subject to the following Federal award requirements:**

- a. Period of Performance:

- i. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is **July 28, 2025.**
- ii. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
- iii. The period of performance means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

- i. For this Grant is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
- ii. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

- i. Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance. If the Sponsor does not

submit all required closeout documentation within this time period, the State will proceed to close out the grant within 120 days of the period of performance end date with the information available at the end of 90 days. (2 CFR § 200.344).

- ii. The State may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal or State regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.
 4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the State, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal and State Share of Costs.** The United States' and State's shares of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary") and State, and any superseding legislation. 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.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary and the State. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior State approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 17, 2022**, or such subsequent date as may be prescribed in writing by the State.
 9. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
 10. **United States and State Not Liable for Damage or Injury.** The United States and the State are not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be

deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

11. Required Federal Provisions. The Sponsor agrees to incorporate all required federal contract provisions that apply to this Project into contracts and subcontracts.

12. System for Award Management (SAM) Registration and Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, non-profit, or government entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

13. Electronic Grant Payment(s). Unless otherwise directed by the State, the State will make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees utilizing data provided by the Sponsor on forms acceptable to the State.

14. Informal Letter Amendment of AIP Projects. If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

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

15. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this Grant Agreement.

16. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

17. Buy American. Unless otherwise approved in advance by the FAA and State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

18. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

19. Maximum Obligation Increase for Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110 and State share, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA and State are not responsible for the same Federal and State share provided herein for any amount increased over the initial grant amount. The FAA and State may adjust the Federal and State share as applicable through an informal letter of amendment.

20. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or project-specific audit in accordance with 2 CFR § 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the State. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA, State, and other appropriate government agencies may request additional information to meet all Federal audit requirements.

21. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

22. Ban on Texting While Driving.

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

23. Trafficking in Persons.

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

Agreement.

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

25. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

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

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

27. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment, which was done on February 28, 2020. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA and the State shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent that there is a conflict between the assurances and the Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

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

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

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

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

- A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

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

SPECIAL CONDITIONS

33. Plans and Specifications Approval Based Upon Certification. The State and the Sponsor agree that the State's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA and/or State. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA and State approval for modifications to any AIP standards or to notify the State of any limitations to competition within the project;

- b. The FAA's and State's acceptance of a Sponsor's certification does not limit the FAA and State from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- c. If the FAA or State determines that the Sponsor has not complied with their certification statements, the FAA and State will review the associated project costs to determine whether such costs are allowable under this Grant.

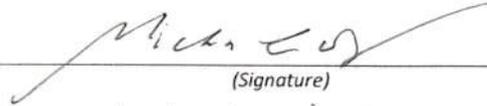
34. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal and State funding identified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

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, 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.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



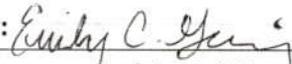
(Signature)
Michelle L. Winters

(Typed Name)
Director

(Title of NHDOT Official)

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

Dated: 11/3/2022 _____

By: 

Assistant Attorney General

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

Dated: _____

Attest: _____

By: _____

Secretary of State

(Title)

PART II - ACCEPTANCE

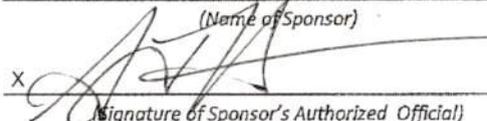
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with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

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this fifteenth (15th) day of September, 2022.

City of Laconia, NH/Laconia Airport Authority

(Name of Sponsor)

X 
(Signature of Sponsor's Authorized Official)

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

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. 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.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at Laconia, NH (location) this 15 day of September, 2022.

By: X 
(Signature of Sponsor's Attorney)

^{2,3} Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF VOTE

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

I do further certify that Andrew J. Hosmer is Mayor of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the city of Laconia on the following date: September 12, 2022.

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

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Laconia this 15th day of September, 2022.

Katie A. Gargano
Signature

SEAL

Katie A. Gargano
Name of Signatory

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Belknap upon this date, September 15, 2022, appeared before me, Nancy Brown, the abovesigned officer personally appeared Katie Gargano who acknowledged him/herself to be the City Clerk of the city of Laconia, New Hampshire, and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the city of Laconia, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Nancy Brown
Signature of Notary or Justice of the Peace

SEAL

Nancy Brown
Name of Notary or Justice of the Peace

5/16/2023
Date of Expiration of Commission



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2022

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

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

PRODUCER Grohs Schragger Hampson Aviation Insurance LLC 288 Christian Street, Box #12 KOXC Airport, Hangar C Oxford CT 06478	CONTACT NAME: Jamie Bruno PHONE (A/C, No, Ext): (203) 262-1552 E-MAIL ADDRESS: jamie@planeinsurance.com	FAX (A/C, No): (203) 262-1556
	INSURER(S) AFFORDING COVERAGE	
INSURED Laconia Airport Authority and the City of Laconia 65 Aviation Drive Gilford NH 03249	INSURER A: Ace Property & Casualty Ins Co / CHUBB Aerospace	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL2291600618 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		AAP N00975655 013	03/05/2020	03/05/2023	EACH OCCURRENCE \$ 10,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ OCC BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER State of New Hampshire Department of Transportation P.O. Box 483 Concord NH 03302	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 
--	--

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/12/2022

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

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

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 78
Policy Symbol HDO	Policy Number G72496176	Policy Period 07/01/2022 TO 07/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 23
Policy Symbol ISA	Policy Number H25568230	Policy Period 07/01/2022 TO 07/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

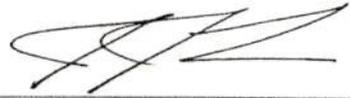
Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BLVD, STE 1140 LOS ANGELES CA 90017	Endorsement Number
Policy Period 07-01-2022 TO 07-01-2023	Policy Number Symbol: WLR Number: C6891453A
Issued By (Name of insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 07-01-2022
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

All other terms and conditions of this Policy remain unchanged.

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



Authorized Representative

View Burden Statement

Application for Federal Assistance SF-424

NH AERONAUTICS

* 1. Type of Submission: <input type="radio"/> Preapplication <input checked="" type="radio"/> Application <input type="radio"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
---	---	--

* 3. Date Received: 03/25/2022	4. Applicant Identifier: <input type="text"/>
-----------------------------------	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: NH SBG-09-20-2022
--	--

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: Laconia Municipal Airport	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-0443324	* c. Organizational DUNS: 3685647580000

d. Address:

* Street1:	65 Aviation Drive
Street2:	<input type="text"/>
* City:	Gilford
County/Parish:	Belknap
* State:	NH: New Hampshire
Province:	<input type="text"/>
* Country:	USA: UNITED STATES
* Zip / Postal Code:	03249-6808

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

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

Prefix: Mr.	* First Name: Marv
Middle Name: <input type="text"/>	
* Last Name: Everson	
Suffix: <input type="text"/>	

Title: Airport Manager

Organizational Affiliation: Laconia Municipal Airport

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

* Email: marv.everson@laconiaairport.com

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

20.106

* Title:

Airport Improvement Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Install Perimeter/Wildlife Fencing Approx. 1,400 Feet and 1 Gate - Phase 1 (Design, Permitting & Bidding)

Attach supporting documents as specified in agency instructions.

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="148,500.00"/>	<input checked="" type="checkbox"/>
* b. Applicant	<input type="text" value="0.00"/>	
* c. State	<input type="text" value="8,250.00"/>	<input checked="" type="checkbox"/>
* d. Local	<input type="text" value="8,250.00"/>	<input checked="" type="checkbox"/>
* e. Other	<input type="text" value="0.00"/>	
* f. Program Income	<input type="text" value="0.00"/>	
* g. TOTAL	<input type="text" value="165,000.00"/>	<input checked="" type="checkbox"/>

AWZ

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

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

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

Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

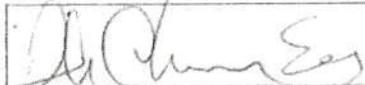
Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

Email:

* Signature of Authorized Representative: 

*A.C. Eddy
For: A. Hosmer*

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

None.

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

None.

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

None.

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

Yes, Airport CIP.

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

Not applicable. This project does not affect community.

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

The Laconia Airport Authority has been notified about the project.

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

Not applicable.

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

Not applicable.

PART II – SECTION C (Continued)

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

None.

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

The sponsor owns fee title, without adverse interests, of all land in the project.

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

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

Not applicable. No land acquisition required for the project.

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

Not applicable. No land acquisition required for the project.

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 926
2. Preliminary expense			10,900
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			146,314
5. Other Architectural engineering fees			6,860
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 165,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			165,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 165,000
19. Federal Share requested of Line 18			148,500
20. Grantee share			8,250
21. Other shares			8,250
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 165,000

SECTION C – EXCLUSIONS

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Local	8,250
h. TOTAL - Grantee share	\$ 8,250
25. Other Shares	Amount
a. State	8,250
b. Other	
c. TOTAL - Other Shares	\$ 16,500
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: INSTALL PERIMETER/WILDLIFE FENCING APPROX. 7,400 FEET AND 1 GATE – PHASE 1

AIRPORT: Laconia Municipal Airport

1. Objective:

Complete a review of existing data from Airport's 2014 fence project, gather survey data regarding property lines and project location, complete design plans and specifications for fence construction, complete permitting process for future construction, assist Owner in bidding preparation and support, and general project administration tasks.

2. Benefits Anticipated:

Design and development of future fence alignment will support fence construction and wildlife exclusion, completing the fence on the east end of the airport.

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

The project will collect data on wetlands, adjacent property boundaries and wildlife movement patterns to inform the preliminary design. After preliminary design, the project will enter into state and local permitting. With permits in hand, the final design will be completed and the project publicly bid.

4. Geographic Location:

Gilford, NH

5. If Applicable, Provide Additional Information:

See Part IV - Supplemental Program Narrative Statement

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

Marv Everson, Airport Manager
65 Aviation Drive, Gilford, NH 03249 (603-524-5003)

Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT
Application for Federal Assistance

**INSTALL PERIMETER/WILDLIFE FENCING
APPROX. 7,400 FEET AND 1 GATE –
PHASE 1 (DESIGN, PERMITTING & BIDDING)
Laconia Municipal Airport
Gilford, NH**

SBG-09-20-2022

GENERAL PROJECT DESCRIPTION

The project will involve the following: 1) Data collection of Airport and project location area; 2) Design of future east end fence alignment; 3) Complete necessary project permitting tasks; 4) Completion of design documents; 5) Bidding support and project administration.

DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS

ADMINISTRATION EXPENSE:

The grant includes administrative expenses as follows: estimated shipping & legal review (if any) fees and 'rounding' monies added to bring the Federal share to a whole dollar value.

PRELIMINARY EXPENSE:

Permitting fees for the NHDES are included in Appendix 5.

ARCHITECTURAL ENGINEERING BASIC FEES:

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

OTHER ARCHITECTURAL ENGINEERING BASIC FEES:

Fees related to IFE by AID, USDA are included. See Appendix 6.

PROJECT INSPECTION FEES:

None.

EQUIPMENT ACQUISITION:

None.

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

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

Grant Assurances – See Appendix 2.

Sponsor Certification Forms – See Appendix 1.

TOTAL PROJECT COST

The project costs are summarized below:

Administration Expense	\$926.
Preliminary Expense (NHDES Permit Application Fees)	\$10,900.00
Architectural Engineering Basic Fees (Jacobs: Design and Bidding)	\$146,314.00
Other Architectural Engineering Basic Fees (IFE by AID, USDA)	\$6,860.00
Project Inspection Fees	\$0.00
Construction and project improvement.....	\$0.00
TOTAL	\$165,000.00

The project funding shall be broken out as described below:

Federal Share (90%)	\$148,500.00
Sponsor Share (5%).....	\$8,250.00
State Share (5%).....	\$8,250.00
TOTAL.....	\$165,000.00

PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)

Notice to Proceed.....	July 2022
Data Collection	August 2022
Design.....	September-October 2022
Permitting	November 2022 – February 2023
Bidding	March 20
Construction.....	Not Included

Statement on Disadvantaged Business Enterprise (DBE) Status:

The Airport has a 5.3% DBE goal for FFY '21-'23

Statement on User Coordination:

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

Intergovernmental Review:

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

Section 106 of The National Historic Preservation Act: This is a design only project. As part of this project, Section 106 coordination will be conducted.

USF&W Coordination: Not applicable. The project is a design project. The final construction is wholly located on the airport property.

Environmental Status:

FAA Order 1050.1F Sections 5-6.4.f categorically excludes this project. In accordance with FAA Order 1050.1F, Section 5-2, there are no extraordinary circumstances that would require additional analysis.

Exhibit "A" Statement:

The Exhibit A Property Map dated April 24, 2017 and attached to the Grant Application for SBG-09-14-2018 reflects the current information as of this date. The above-mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.

Appendix 1
Sponsors Certifications

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-20-2022

Description of Work: Install Perimeter/Wildlife Fencing Approx. 7,400 Feet and 1 Gate - Phase 1 (Design, Permitting & Bidding)

Application

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

Certification Statements

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

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

Yes No N/A

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

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

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
- Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
- Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
- Yes No N/A

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

Location 1

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

Location 2 (if applicable)

Name of Location: Jacobs Engineering Group Inc.
Address: 2 Executive Park Drive, Bedford, NH 03110

Location 3 (if applicable)

Name of Location: GM2 Associates Inc.
Address: 197 Loudon Road, Concord, NH 03301

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

Sponsor's Certification

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

Executed on this 25 day of March, 2022.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official:



D.C. Eddy
For: A. Hosmer

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

Submit by Email

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-20-2022

Description of Work: Install Perimeter/Wildlife Fencing Approx. 7,400 Feet and 1 Gate - Phase 1 (Design, Permitting & Bidding)

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

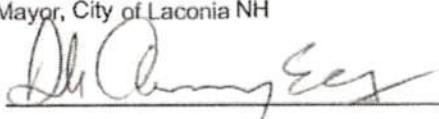
Executed on this 25 day of March, 2022.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official:


D.C. Eddy
For: A. Hosmer

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

Submit by Email

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

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-20-2022

Description of Work: Install Perimeter/Wildlife Fencing Approx. 7,400 Feet and 1 Gate - Phase 1 (Design, Permitting & Bidding)

Application

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

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

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

Executed on this 25 day of March, 2022.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official:



DC Eddy
For: A. Hosmer

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

Submit by Email

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-20-2022

Description of Work: Install Perimeter/Wildlife Fencing Approx. 7,400 Feet and 1 Gate - Phase 1
(Design, Permitting & Bidding)

Application

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

Certification Statements

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

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

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 25 day of March, 2022.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official:



D.C. Eddy
For: A. Hosmer

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

Submit by Email

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-20-2022

Description of Work: Install Perimeter/Wildlife Fencing Approx. 7,400 Feet and 1 Gate - Phase 1 (Design, Permitting & Bidding)

Application

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

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

Certification Statements

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

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

Yes No N/A

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

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

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

Yes No N/A

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 25 day of March, 2022.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official:



D.C. Eddy
For: A. Hosmer

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

Submit by Email

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: NH SBG-09-20-2022

Description of Work: Install Perimeter/Wildlife Fencing Approx. 7,400 Feet and 1 Gate - Phase 1 (Design, Permitting & Bidding)

Application

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

Certification Statements

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

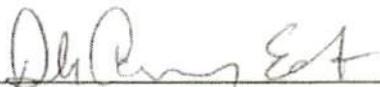
Executed on this 25 day of March, 2022.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Andrew Hosmer

Title of Sponsor's Authorized Official: Mayor, City of Laconia NH

Signature of Sponsor's Authorized Official:

 D.C. Eddy
For: A. Hosmer

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

Submit by Email

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION <input style="width: 90%;" type="text" value="Laconia Airport Authority"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 50px;" type="text" value="Mr."/>	* First Name: <input style="width: 200px;" type="text" value="Andrew"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 300px;" type="text" value="Hosmer"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 300px;" type="text" value="Mayor, City of Laconia NH"/>	
* SIGNATURE:	* DATE: <input style="width: 100px;" type="text" value="03/25/2022"/>
<i>D.C. Eddy For: A. Hosmer</i>	

Appendix 2

Grant Assurances for Airport Sponsors



**FAA
Airports**

ASSURANCES AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of March 25, 2022.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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



FAA
Airports

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

Updated: 1/31/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability – Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13A, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits

NUMBER	TITLE
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements

NUMBER	TITLE
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/31/2022

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

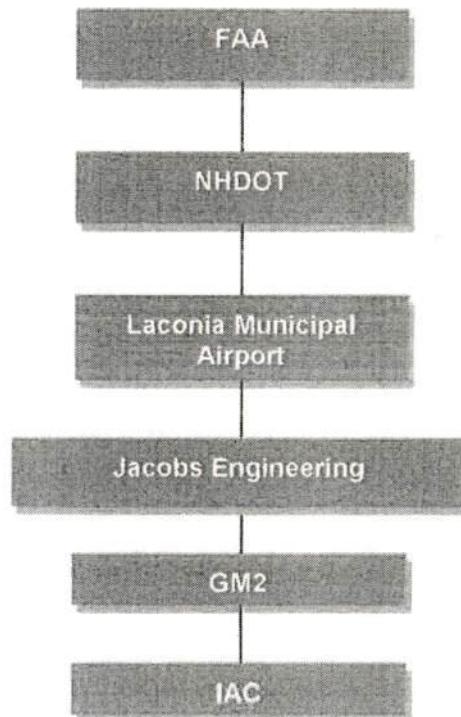
Appendix 3

Organizational Chart

Laconia Municipal Airport

Install Perimeter/Wildlife Fencing
Approx. 7,400 Feet and 1 Gate –
Phase 1 (Design, Permitting & Bidding)

Grant #SBG-09-20-2022
Project Organizational Chart



Appendix 4

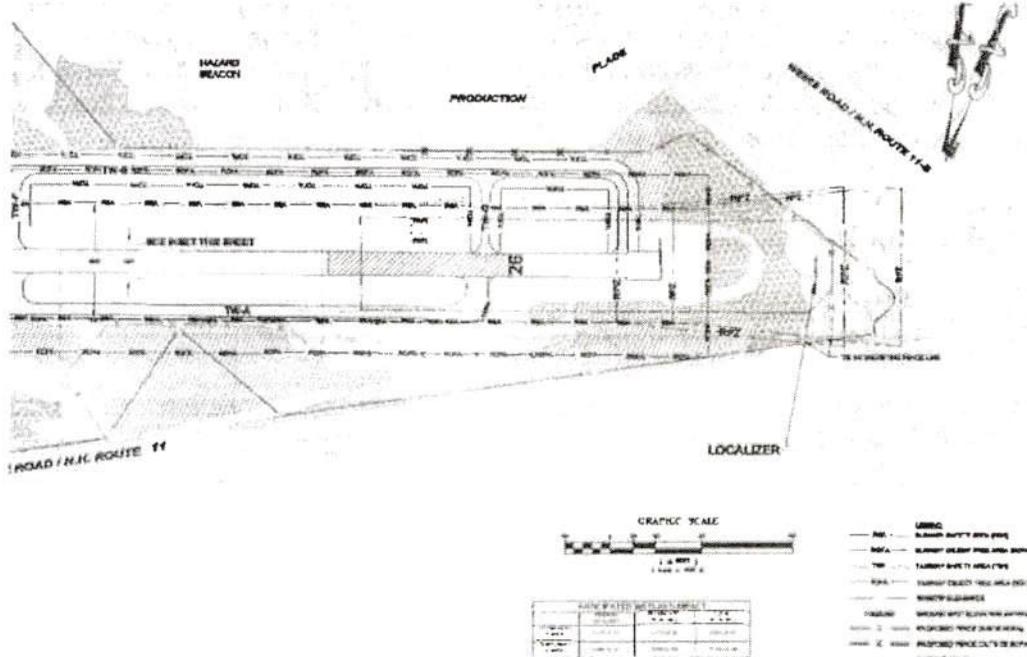
Engineer's Scope and Fee

March 2022

SCOPE OF WORK
for
**INSTALL PERIMETER/WILDLIFE FENCING APPROX. 7,400 FEET AND 1 GATE –
PHASE 1 (DESIGN, PERMITTING & BIDDING)**
NHDOT SBG # 09-20-2022
at
LACONIA MUNICIPAL AIRPORT

GENERAL

The Laconia Airport Authority, hereinafter referred to as the "Owner", desires to undertake a Project to complete the fence on the east end of the airport. The Project location is shown below. Blue and red lines are the new fence.



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

ARTICLE A - DATA COLLECTION

1. **REVIEW EXISTING DATA.** The Engineer will review the existing plan sets from the 2014 fence project.

2. **SITE VISIT.** The Engineer will perform a site visit in order to review the existing conditions and note the existing conditions of proposed fence alignment. The Engineer is assuming smooth ground that the fence can be installed along. The Engineer will walk the alignment and document any non-smooth ground features that would require the fence installation to be moved or modified.

3. HIRE SUBCONSULTANT. The Engineer will coordinate with the subconsultant to get the subconsultants proposal for the project. Upon NTP from the Owner, the Engineer will hire the subconsultant.

4. REVIEW SUBCONSULTANT DELIVERABLES. The Engineer will review the subconsultant's data collection deliverables which include the survey and property line information.

ARTICLE B1 – DESIGN

The Engineer will coordinate the designs for the project. Tasks anticipated are as follows:

1. CREATE BASE PLAN. Based on the subconsultants surveys, the Engineer will update the existing airport base plan.
2. DRAFT FENCE ALIGNMENT. Based on input from the USDA (for wildlife movements) and the FAA (for any impacts to the Runway 8 localizer, the Engineer will prepare the alignment of the fence. This task will require a meeting with both agencies to discuss the best-fit alignment. The draft fence alignment will be submitted under this task.
3. FINAL FENCE ALIGNMENT. Based on comments on the draft fence alignment, the Engineer will prepare the final fence alignment.
4. ALTERNATIVE FENCE MATERIALS. The Engineer will explore non-metallic fence materials for use near the Runway 8 localizer antenna.
5. RESEARCH EASEMENTS. The Engineer will review the easements on adjacent properties for the potential to move the proposed fence off the airport property, if needed.
6. SOLAR POWERED LED OBSTRUCTION LIGHTING. It is anticipated that the FAA OE/AAA process may require the fence to lighted. The task investigates alternative solar lighting.

ARTICLE B2 –PERMITTING

The Engineer will support the permitting with tasks as follows:

1. AREA OF DISTURBANCE: The engineer will estimate the areas of permanent and temporary disturbance to include in the project.
2. PERMIT APPLICATION REVIEWS: The following permit applications prepared by the Subconsultant are anticipated.
 - a. Wetlands
 - b. Shoreland Protection
 - c. Alteration of Terrain (Permit by Rule)
 - d. NEPA CATEX Checklist
3. FAA OBSTRUCTION EVALUATION/AIRPORT AIRSPACE ANALYSIS (OE/AAA): The proposed fence location will be submitted to the FAA for comment.

4. **MODIFICATION OF STANDARD:** The current 500-foot wide ROFA is based on an ADG/AAC of B-II with $\frac{3}{4}$ mile visibility minimum to Runway 8. It is anticipated that the visibility minimums will be lowered to $\frac{1}{2}$ mile for Runway 8 upon clarification of the maximum vehicle height on Lilly Pond Road. At $\frac{1}{2}$ mile minimums the ROFA is 800 feet wide. It is anticipated that the OEAAA case will require a modification to standard for the fence should the visibility minimums decrease from $\frac{3}{4}$ to $\frac{1}{2}$ mile at the time of this project.
5. **ZONING BOARD VARIANCE:** As mentioned at the February 1, 2022, Gilford CONCOM meeting, the 8-foot fence plus 1-foot of barbed wire may require a zoning variance. The Engineer shall coordinate the zoning variance with the Town of Gilford.

ARTICLE B3 – DESIGN DOCUMENTS

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

1. **CONSTRUCTION PLANS.** The Engineer will prepare the construction plans to include the following:

1. Title Sheet (1 Sheet)
2. General Plan (1)
3. General Notes (1)
4. Safety and Phasing Plans (1)
5. Safety and Phasing Plan Notes and Details (1)
6. Existing Conditions Plan (1)
7. Demolition and Erosion & Sediment Control Plan (1)
8. Erosion & Sediment Control Details (1)
9. Fence & Gate Alignment Plan (1)
10. Fence & Gate Details (2)

2. **SPECIFICATIONS.** The Engineer will draft front-end bidding and the written technical specifications in accordance with FAA AC 150/5370-10 "Standards for Specifying Construction of Airports". The Engineer anticipates the below specifications for the project.

1. Front End (Instruction to Bidders, Contract, FAA General Provisions, etc...)
2. C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
3. C-105 Mobilization
4. F-162 Fence & Gates
5. F-162A Alternate Fence
6. F-164 Wildlife Exclusion Fence
7. L-125 Airport Lighting
8. M-001 Safety Plan Compliance Document
9. M-002 Stream Swing Gates
10. M-003 Record Drawings & Closeout
11. P-151 Clearing and Grubbing
12. P-152 Excavation, Subgrade & Embankment
13. T-901 Seeding

14. T-905 Topsoil
15. T-908 Mulching

3. CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) WITH CHECKLIST. The Engineer will prepare the FAA's checklist, narrative descriptions and accompanying plans for the project.

4. OPINION OF PROBABLE CONSTRUCTION COSTS. The Engineer will prepare and submit a list of payment items and measure the quantities for each pay item. The Engineer will associate a unit price for each payment item in order to develop the overall project costs. Opinions are anticipated at the 60% and 100% submittals.

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

6. CONSTRUCTION OE/AAA. The Engineer will prepare and submit electronically the construction project's anticipated locations and estimated construction heights to the FAA.

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

8. ALP UPDATE. The Engineer will update the Airport Layout Plans (ALP) based on the proposed improvements. The ALP was recently updated in 2014. Therefore, the update will include the specific changes to this project reflected on the appropriate drawings.

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

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

1. 60%: Owner and NHDOT as PDF.
2. As-Advertised/Bid Set: NHDOT PDF and Owner (1/1)

ARTICLE C – BIDDING SUPPORT

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

The specific items of work shall include:

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

2. DOCUMENT DISTRIBUTION. The Engineer shall sell plans directly to the bidding community. The Engineer's efforts for this task include coordination with bidders,

printing, distributing documents, collecting printing fees and maintaining a plan holders list.

3. PREBID MEETING. Schedule and conduct one (1) pre-bid conference at the Airport.
4. PREPARE AND DISTRIBUTE ADDENDA. If necessary, prepare, and distribute any addenda issued for the purpose of clarification, deletion, addition, or correction to the bid plans or specifications. Two (2) addenda with preparation of sketches have been assumed.
5. ATTEND BID OPENING AND REVIEW BID PROPOSALS. The Engineer will attend the public bid opening. The Engineer shall perform a review of all bid proposals received for the project.
6. BID TABULATION. The Engineer will prepare the bid tabulation for the project.
7. RECOMMENDATION OF AWARD. After reviewing the bid proposals, the Engineer shall identify the apparent low bidder and issue a recommendation/rejection of award of the construction contract to the Owner and provide copies of award letters to the NHDOT.
8. CONFORMED CONSTRUCTION DOCUMENTS. After award of the construction contract, the Engineer shall prepare, print and distribute sets of conformed construction plans and specifications incorporating all addenda items and clarifications issued during the bidding period for use during the construction of the project. The distribution of plans/specs is anticipated to be as follows: NHDOT (1/1), Owner (2/2), Contractor (3/3), Engineer (1/1).

ARTICLE D – PROJECT ADMINISTRATION

1. SCOPING MEETING. The Engineer will attend a scoping meeting with NHDOT and the Owner. The Engineer will prepare minutes of the meeting.
2. DEVELOP SCOPE OF WORK. The Engineer will develop a detailed scope of work and associated fee estimate for the project.
3. NHDOT GRANT APPLICATIONS. The Engineer will prepare the Federal Grant Application with accompanying attachment for the project and distribute to the Owner for signatures. The final application will be submitted after the project's low bidder is determined.
4. PREPARE REIMBURSEMENT REQUESTS. The Engineer will prepare the necessary grant reimbursement paperwork for the project. The Engineer anticipates five (5) reimbursements.
5. PROJECT MANAGEMENT & REPORTING. This task includes project team coordination, internal staff coordination, and progress reports. This subtask includes:
 - Regular contact with the Airport, the Owner and NHDOT to discuss project details, status, schedule, future work activities, and any project management issues.
 - Regular assessments of internal staff assignments and progress.
 - **Team coordination meetings**

6. MEETINGS. The Engineer conducted pre-project meetings to gain tentative approvals from the resource agencies, DOT and the Town of Gilford. The pre-project meetings included the following

- Strategy meetings with the subconsultant and the Owner (3 virtual meetings)
- NHDES Wetlands Bureau (virtual meeting)
- NHDOT District 3 (virtual meeting)
- Gilford Conservation Commission (in person meeting)
- USDA Wildlife Services (virtual meeting)

The Engineer anticipates the following meetings during the project:

- Kickoff (virtual meeting)
- Natural Resource Agency (in person meeting)
- NHDES Wetlands Bureau (virtual meeting)
- Gilford Conservation Commission (in person meeting)
- Public Hearing (in person meeting)
- USDA Wildlife (2 virtual meetings)
- Zoning Board (in person meeting)
- 60% and 100% design review (2 virtual meetings)

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

ARTICLE E – CONSTRUCTION ADMINISTRATION – Not used

ARTICLE F - RESIDENT ENGINEERING – Not used

ASSUMPTIONS

- No soils data is required. The project will assume the fence fabric can be buried along the length of the fence without encountering ledge. Groundwater will be assumed at or near the surface for the project.

PROPOSED PROJECT SCHEDULE

- NTP: July 2022
- Data Collection: Aug 2022
- Design: Sep-Oct 2022
- Permitting: Nov 2022-Feb 2023
- Bidding: March 2023
- Construction: Not included

FEE ESTIMATE
for
INSTALL PERIMETER/WILDLIFE FENCING APPROX. 7,400 FEET AND 1
GATE – PHASE 1 (DESIGN, PERMITTING & BIDDING)
NHDOT SBG # 09-20-2022
at
LACONIA MUNICIPAL AIRPORT
GILFORD, NH

SUMMARY		
ARTICLE A	Data Collection	\$83,052
ARTICLE B	Design Documents	\$39,468
ARTICLE C	Bidding Support	\$5,938
ARTICLE D	Project Administration	\$17,856
ARTICLE E	Construction Administration	Not included
ARTICLE F	Resident Engineering (Full Time)	Not included
	TOTAL	\$146,314

ARTICLE A - DATA COLLECTION

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
A.1 Review Existing Data		1	2			3
A.2 Site Visit			10			10
A.3 Hire Subconsultant		2				2
A.4 Review Subconsultant Deliverables			4			4
TOTAL HOURS	0	3	16	0	0	19
RATES	\$ 131.59	\$ 86.44	\$ 50.50	\$ 38.86	\$ 25.99	
PAYROLL	\$0.00	\$259.32	\$808.00	\$0.00	\$0.00	\$1,067.32

Expenses

Mileage @ \$0.585/mile	\$68
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$0
Total Expenses:	\$68

PAYROLL	\$1,067
OVERHEAD (109.34%)	\$1,167
TOTAL PAYROLL FEE	\$2,234
PAYROLL PROFIT (10%)	\$223
EXPENSES	\$68
SUBCONSULTANTS	\$80,526

Subconsultants

GM2 Associates (with IAC LLC)	\$80,526
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TOTAL FEE: \$83,052

Mileage by Task

A.3 (Round trip - Bedford NH Office to Gilford)	116
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ARTICLE B - DESIGN DOCUMENTS

KS:	Principal Engineer	Project Manager	Civil Engineer	CADD Tech	Administrative Support	TOTAL
Article B1 - Design						
B1.1 Create Base Plan			2	4		6
B1.2 Draft Fence Alignment		2	16			18
B1.3 Finalize Fence Alignment		2	16			18
B1.4 Alternative Fence Materials		2	4			6
B1.5 Research Easements			2			2
B1.6 Solar Powered LED Obstruction Lighting	2	8	24	8		42
Article B2 - Permitting						
B2.1 Area of Disturbance			8			8
B2.2 Permit Application Reviews		1	4			5
B2.3 FAA OE/AAA			4			4
B2.4 Modification of Standard		2	4			6
B2.5 Zoning Board Variance		2	6			8
Article B3 - Design Documents						
B3.1 Construction Plans						0
Title Sheet (1)				1		1
General Plan (1)			1	2		3
General Notes (1)			1	4		5
Safety and Phasing Plans (1)			2	4		6
Safety and Phasing Plans Notes and Details (1)			2	4		6
Existing Conditions Plan (1)				4		4
Demolition and Erosion & Sediment Control Plan (1)			2	8		10
Erosion & Sediment Control Details (1)			4			4
Fence & Gate Alignment Plan (1)			8	24		32
Fence & Gate Details (1)			4	12		16
B3.2 Specifications		2	32			34
B3.3 Construction Safety & Phasing Plan Checklist			8			8
B3.4 Opinion of Probable Construction Costs			16			16
B3.5 Bid Proposal			8			8
B3.6 Construction OE/AAA			4			4
B3.7 Design Narrative			4			4
8 ALP Update			1	8		9
9 Quality Assurance		24				24
B3.10 Submittal preparation/distribution			2	2	2	6
	2	45	189	85	2	323
	\$ 131.59	\$ 86.44	\$ 50.50	\$ 38.86	\$ 25.99	
	\$263.17	\$3,889.80	\$9,544.50	\$3,303.10	\$51.97	\$17,052.54

Expenses

Mileage @ \$0.585/mile	\$0
Meals/Lodging:	\$0
Printing, Postage, etc. (3 sets at \$50/set + \$50 postage)	\$200
Total Expenses:	\$200

PAYROLL	\$17,053
OVERHEAD (109.34%)	\$18,645
TOTAL PAYROLL FEE	\$35,698
PAYROLL PROFIT (10%)	\$3,570
EXPENSES	\$200
SUBCONSULTANTS	\$0

TOTAL FEE: \$39,468

Mileage by Task

ARTICLE C - BIDDING SUPPORT

Tasks:	Principal Engineer	Project Manager	Civil Engineer	CADD Tech	Administrative Support	TOTAL
C.1 Prepare Legal Notice			1			1
C.2 Document Distribution		2	2			4
C.3 Prebid Meeting		2	4			6
C.4 Prepare and Distribute Addenda (2 Assumed)		2	8	2		12
C.5 Attend Bid Opening and Review Bid Proposals		4				4
C.6 Bid Tabulation			2			2
C.7 Recommendation of Award		1	1			2
C.8 Conformed Construction Documents		1	4	4	2	11
TOTAL HOURS	0	12	22	6	2	42
RATES	\$ 131.59	\$ 86.44	\$ 50.50	\$ 38.86	\$ 25.99	
PAYROLL	\$0.00	\$1,037.28	\$1,111.00	\$233.16	\$51.97	\$2,433.41

Expenses

Mileage @ \$0.585/mile	\$135
Printing & Postage Bid Documents: Paid for by the Bidders to Jacobs	\$0
Printing & Postage Conf. Docs: 3 x \$50/set + \$50 pstg	\$200
Paper Advertisement	
Total Expenses:	\$335

Mileage by Task

C.3 (Round trip - Bedford to Gifford)	116
C.5 (Round trip - Bedford to Gifford)	116
	232

PAYROLL	\$2,433
OVERHEAD (109.34%)	\$2,661
TOTAL PAYROLL FEE	\$5,094
PAYROLL PROFIT (10%)	\$509
EXPENSES	\$335
SUBCONSULTANTS	\$0
TOTAL FEE:	\$5,938



February 22, 2022

Mr. John Gorham
Project Manager
Jacobs
2 Executive Park Drive, Suite 205
Bedford, NH 03110

Subject: Proposal for Environmental and Survey Services
Perimeter Fence Project
Laconia Municipal Airport

Dear Mr. Gorham:

GM2 Associates Inc. (GM2) is pleased to submit this proposal to provide professional environmental and survey services for a proposed perimeter fence installation project at Laconia Municipal Airport in Gilford, NH.

Scope of Services

Task 1 – Wetland Delineation

GM2 will field delineate wetlands and surface waters within the area shown on the attached map. The wetland delineation will be conducted by a Certified Wetland Scientist (CWS) in accordance with the US Army Corps of Engineers (ACOE) 1987 Methodology and the ACOE Northcentral and Northeast Region Supplement (2012). Ordinary high water (OHW) and top of bank (TOB) will also be delineated as necessary. Individually labeled flags will be placed in the field to designate the wetland boundaries. GM2 will survey the flag locations and provide an AutoCAD file with the flag locations and wetland lines (included under Task 2).

Federal wetland classifications will be assigned in accordance with "Classification of Wetlands and Deepwater Habitats of the United States" (Federal Geographic Data Committee, 2013). U.S. Army Corps of Engineers (ACOE) wetland delineation data forms will be completed for each wetland community delineated and representative photographs of the study area will be taken. Wetland functions will be assessed in accordance with the ACOE New England District Highway Methodology Workbook Supplement (1999) and NHDES Wetlands Functional Assessment worksheets will be completed.

Since the USFWS species list indicated that the federally threatened small whorled pogonia and the Monarch butterfly (a candidate species for listing) may occur within the project limits, GM2 will review the project area for small whorled pogonia and for potential Monarch butterfly habitat.

A summary report will be prepared to document the wetland delineation. Attachments to the report will include a wetland delineation map, representative photographs, wetland delineation field data forms, and functional assessment worksheets. The report will identify which wetlands within the study area are designated as Prime Wetlands by the Town of Gilford and will also provide a summary of endangered species reviews.

197 LOUDON RD
SUITE 310
CONCORD NH 03301
603.856.7854

Headquarters
115 GLASTONBURY BLVD
GLASTONBURY CT 06033
860.650.1410

6 CHESTNUT ST
SUITE 110
AMESBURY MA 01913
978.388.2157

200 MAIN STREET
PAWTUCKET, RI 02860
401.726.4084

10 CABOT ROAD
SUITE 101B
MEDFORD MA 02155
617.776.3350

Task 2 - Survey

The following described scope of services will be completed under the immediate supervision of GM2's Land Surveyor Licensed in New Hampshire. The survey will reference the New Hampshire State Plane Coordinate System, NAD83(2011) and NAVD88.

Boundary Survey - GM2 will analyze land records and perform field reconnaissance in order to ascertain the exterior limits of the parcels owned by the City of Laconia. These perimeter parcel lines will be ascertained adjacent to the proposed perimeter fence and are shown in red on the attached location map. This line is approximately 1 mile long. These boundaries, once ascertained, will be marked in the field. In vegetated areas, orange flagging will be hung along the boundary with wooden grade stakes placed approximately every 100' along the line and at inflection points in the boundary.

Mapping of Stream Crossings - The proposed fencing crosses a stream in two separate locations. At each location, GM2 will survey 100' upstream and downstream of the proposed crossing to include 50' beyond both tops of banks. Data will be collected in a manner sufficient to develop contours at the 1-foot interval.

Mapping Localizer Area - GM2 will locate the existing conditions within the orange limits on the attached location map. These features include the localizer antenna array, the building, above ground electrical boxes, existing localizer road/path, existing FAA fence, and sign near Route 11. This mapping will include planimetric data but exclude topographic data.

Mapping of Delineated Environmental Resources - GM2 will locate the delineated wetlands and other environmental resource flagging that may be necessary to develop the project.

Survey Deliverables:

GM2 will submit an AutoCAD Civil 3D 2020 drawing that contains:

- Boundary lines and their associated controlling monumentation along the red line on the attached location map.
- Existing detail and topographic data, including surfaces at the two stream crossings.
- Limits of delineated environmental resources and their flag locations.

Task 3- Documented CatEx

It is assumed that the project is Categorically Excluded under FAA Order 1050.1F Section 5-6.4(f) and will not involve extraordinary circumstances that would require the preparation of a NEPA Environmental Assessment. GM2 will prepare a Documented CatEx for submittal to NHDOT Bureau of Aeronautics. This will include completing a Documented CatEx form, preparing supporting documentation, and completing the following reviews:

- Cultural Resources – GM2 will prepare a Request for Project Review (RPR) for submittal to the NH Division of Historical Resources. If required, a Phase IA survey will be completed by Independent Archaeological Consulting, LLC (IAC). GM2 will coordinate this survey with IAC (IAC's scope and fee is attached). If the Phase IA survey finds that a Phase IB survey is needed, the Phase IB survey would be completed under a separate agreement. It is assumed that no historic resource surveys will be required. Assuming the project has no effect on cultural resources, GM2 will prepare a Section 106 Memorandum of No Effect and submit it to NHDOT Bureau of Aeronautics.
- Threatened and Endangered Species – GM2 will request information on rare, threatened, and endangered species from the NH Natural Heritage Bureau and the US Fish and Wildlife Service (USFWS) and will follow-up with these agencies as necessary. It is assumed that the 4(d) Rule will be utilized for potential impacts to northern long-eared bat and no further consultation with USFWS will be required.

Task 4 – Wetland Permitting

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

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

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

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

GM2 will coordinate with the US Army Corps of Engineers and submit the required information with the NHDES Wetlands Permit application. It is assumed that the project will qualify for coverage under an ACOE General Permit and an Individual Permit application will not be required.

Task 5 – Shoreland Permitting

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

- Application form and worksheet
- Design Plans (to be prepared by Jacobs)
- USGS Map and Tax Maps
- Supporting GIS maps (Natural Woodland Area Map)
- Recorded deed
- Photographs
- Abutting property owner list
- NH Natural Heritage Bureau Report

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

Task 6 – Meetings and Coordination

Attendance at one meeting with NHDES and one meeting with the Gilford Conservation Commission is included. GM2 will also present the project at one NHDOT Natural Resource Agency Coordination Meeting and one local public hearing, if required by NHDES. GM2 will also coordinate with the resource agencies, Laconia Airport, and Jacobs as needed during the project.

Although fence installation isn't listed under the NHDES Alteration of Terrain General Permit by Rule project categories, the NHDES AoT Bureau was contacted and it was determined that a waiver can be request to allow the project to be conducted under a General Permit by Rule since it will have limited effect on stormwater runoff. GM2 will prepare a waiver request for submittal to NHDES.

A wildlife study is being conducted by USDA Wildlife Services to obtain data on wildlife movement in the project area and recommendations on mitigating wildlife impacts. GM2 will coordinate with USDA during the project. It is assumed that USDA will contract directly with the Airport and their fee is not included with GM2's lump sum amount.

In preparing the scope of work, GM2 conducted upfront agency coordination and attended the following meetings:

- NHDES Wetlands Bureau – 7/26/2021
- NHDOT District 3 – 1/28/2022
- Gilford Conservation Commission – 2/1/2022
- NHDOT Scoping Meeting – 2/3/2022
- USDA Wildlife Services – 2/18/2022

GM2's time to prepare for and attend these meetings, as well as the upfront data collection efforts, are included in our lump sum fee under Task 6.

Assumptions:

- Development of a plan sheet and the monumentation of existing boundaries is excluded from the survey scope of work.
- If a Phase IA archaeological survey is needed, this will be completed by IAC as a subconsultant to GM2. If it is determined that a Phase IB survey is required, this would be completed under a separate agreement.
- Permit application and mitigation fees will be paid by the Airport.
- Jacobs will prepare plans for permit applications.

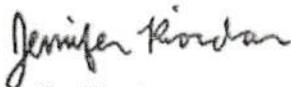
Lump Sum Fee

Task 1 – Wetland Delineation	\$12,740
Task 2 – Survey	\$28,900
Task 3 – Documented CatEx	\$6,540
Task 4 – Wetland Permitting	\$12,070
Task 5 – Shoreland Permitting	\$6,660
Task 6 – Meetings and Coordination	\$10,640
Total GM2 Fee	\$77,500
Phase IA Archaeological Survey (IAC)	\$2,976
Total	\$80,526

Fees are provided as lump sums and invoices will be submitted monthly based on percentage complete.

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

Sincerely,



Jennifer Riordan
Senior Environmental Scientist
GM2 Associates, Inc.



Scope of Work
GM2: Laconia Airport Fence Project
Laconia Airport
Gilford, New Hampshire
Phase IA Sensitivity Assessment

Independent Archaeological Consulting (IAC) will conduct a Phase IA Archaeological Sensitivity Assessment following the National Historic Preservation Act Section 106 process to define all known or potential archaeological resources that may be impacted by the Laconia Airport Fence Project located at the Laconia Airport in Gilford (Belknap County), New Hampshire. Potential archaeological resources include Native American sites as well as potential cultural deposits or features related to Euroamerican land use.

The Phase IA assessment combines the tasks of background research, fieldwork, and report preparation. Background research will consist of a review of archaeological site files as inventoried in the NHDHR online database EMMIT, and a review of local maps and historic collections at local libraries and historical societies. The fieldwork consists of a site inspection to look for landforms suitable for Native American habitation or activity sites as well as evidence for Euroamerican residential or industrial features. The inspection also allows archaeologists to assess the degree of disturbance from Post-Contact land use and refine the desktop analysis based on real-world ground conditions. Should the assessment find no areas of archaeological sensitivity, we will submit a New Hampshire Division of Historical Resources (NHDHR) short-form report. If the assessment identifies a potential for Pre-Contact and/or Post-Contact resources, IAC will recommend a Phase IB Intensive Archaeological Investigation to determine whether such resources exist within the project area.

The cost proposal below provides a not-to-exceed amount for the Phase IA assessment of \$2,976.00 as shown on the attached fee sheet. If you have any questions about the proposal, please do not hesitate to contact Jacob Tumelaire at jtumelaire@iac-llc.net or by phone at 603-430-2970 (office) or 603-703-6714 (cell).

Attachment I. Cost proposal for Phase IA assessment.

Objective: Evaluate sensitivity of approx. 6,000-ft (1,830-m) new fence alignment		# Hours	Hourly Rate	Total Cost
Project Management	Principal Investigator	2	\$95.00	\$ 190.00
Pre-Fieldwork Preparation*	Archaeological Technician	2	\$60.00	\$ 120.00
Background Research	Principal Investigator	4	\$95.00	\$ 380.00
Site Inspection/DigSafe	Principal Investigator	6	\$95.00	\$ 570.00
Site Inspection/DigSafe	Archaeological Technician	6	\$60.00	\$ 360.00
Analysis & Assessment	Principal Investigator	2	\$95.00	\$ 190.00
Labwork/Analysis	Archaeological Technician	2	\$60.00	\$ 120.00
Report Preparation	Principal Investigator	8	\$95.00	\$ 760.00
Report Preparation	Archaeological Technician	2	\$60.00	\$ 120.00
Mileage	200 miles x \$0.58/mile	200	\$0.580	\$ 116.00
Miscellaneous	Supplies, postage, photocopies			\$ 50.00
Total for Phase IA Archaeological Sensitivity Assessment				\$ 2,976.00

Appendix 5

Preliminary Expenses

From: Jennifer Riordan <JRiordan@GM2INC.COM>
Sent: Monday, February 28, 2022 8:41 AM
To: Gorham, John
Subject: [EXTERNAL] RE: [WARNING-EXT] RE: LCI Fence - GM2 scope and fee

Hi John,

Here's my estimates for the Wetland and Shoreland permit application fees. Both fees are based on the area of impact.

Wetland Application Fee - \$9,100
(18,940 SF of impact + 20% = 22,728 SF x \$0.40/SF = \$9,091.20)

Shoreland Application Fee = \$1,800
(5,500 SF impact + 20% = 6,600 SF x \$0.20/SF + \$400 = \$1,720)

I assume mitigation will be an in lieu fee payment, unless another opportunity comes up.

Jenn

JENNIFER RIORDAN, CWS, CPESC
P 603.856.7854 | C 603.724.4950



From: Gorham, John <John.Gorham@jacobs.com>
Sent: Friday, February 25, 2022 3:28 PM
To: Jennifer Riordan <JRiordan@GM2INC.COM>
Subject: [WARNING-EXT] RE: LCI Fence - GM2 scope and fee

Thanks for the scope/fee Jenn...we will need to estimate for the grant application how much the permit application fee will be. Below snip are the rough areas (assume the fee is based on the WL impact). Probably add 20% to the TOTAL just to be safe. Can you advise?

ANTICIPATED WETLAND IMPACT			
	PRIMARY SF (ACRE)	SECONDARY SF (ACRE)	TOTAL SF (ACRE)
PERMANENT (5' WIDE)	5,335 (0.12)	3,275 (0.08)	8,610 (0.20)
TEMPORARY (6' WIDE)	6,400 (0.15)	3,930 (0.09)	10,330 (0.24)

Will assume the In lieu fee payment (assume that is what will be required) will be with the construction phase grant.

John Gorham, PE | Jacobs | Project Manager | C 603.545.2959
Two Executive Park Drive, Suite 205 | Bedford, NH 03110 USA
John.Gorham@jacobs.com | www.jacobs.com

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Reinventing tomorrow.

From: Jennifer Riordan <JRiordan@GM2INC.COM>
Sent: Tuesday, February 22, 2022 10:22 AM
To: Gorham, John <John.Gorham@jacobs.com>
Subject: [EXTERNAL] LCI Fence - GM2 scope and fee

Hi John,

Attached is GM2's proposal for the Laconia Airport fence project. Please let me know if you have any questions or comments.

Thanks,

Jenn



JENNIFER RIORDAN, CWS, CPESC
Senior Environmental Scientist
P 603.856.7854
C 603.724.4950

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Appendix 6

Other Architectural – USDA and IFE Backup

From: Jennifer Riordan <JRiordan@GM2INC.COM>
Sent: Thursday, March 3, 2022 12:04 PM
To: Gorham, John
Cc: marv.everson@laconiaairport.com
Subject: [EXTERNAL] FW: [WARNING-EXT] RE: [External Email]Laconia Airport Fence Project

Hi John,

Do you need anything else from USDA for the grant application?

The cost seems reasonable. There's not a big difference between the two options and hopefully either one would give us some data and recommendations to assist with the permitting process.

Let me know if you need me to coordinate further with them.

Jenn

JENNIFER RIORDAN, CWS, CPESC
P 603.856.7854 | C 603.724.4950



From: Allaben, David J - APHIS <david.j.allaben@usda.gov>
Sent: Wednesday, March 2, 2022 4:34 PM
To: Jennifer Riordan <JRiordan@GM2INC.COM>; Janicke, Joshua A - APHIS <joshua.janicke@usda.gov>
Cc: marv.everson@laconiaairport.com; John.Gorham@jacobs.com
Subject: RE: [WARNING-EXT] RE: [External Email]Laconia Airport Fence Project

Hi Jennifer,

I calculated the cost for Wildlife Services (WS) to assist Laconia Municipal Airport with a minimal site assessment to provide insight on current animal movements across Route 11 and the airport. With this information we hope to forecast how mammals may react once a new fence is installed. I provided two options:

Option 1: Conduct two nighttime mammal surveys of the entire airport property using a Forward Looking infrared camera and spotlight. As well as running up to 10 game cameras in wildlife corridor areas for up to 4 weeks to understand how they ingress, egress, use the airport, identify attractants both on and off the property and evaluate the best methods to change their behavior

Option 2: Conduct three nighttime mammal surveys and running 10 cameras for 4 weeks

Systematic mammal surveys conducted on the airport provide detection and prediction of what species, number of each, activity (e.g. feeding, loafing, running, etc.) preferred habitat, time of observation, movement, behavior and direction of travel to perceived threats (approaching aircraft and vehicle), as well as location. Each additional surveys provides another piece to the puzzle needed for the airport to make sound biological decisions on how to best use the limited resources available to mitigate wildlife and their damage. WS hopes to determine if the airport is just a shortcut to preferred habitat, or if they

are using the airport more extensively. As a shortcut their pathway could be altered to reach their end goal. If the airport provides some of their basic needs then the deterrent becomes much more complex.

I also included time for WS to review the airports wildlife-strike database, wildlife control logs, and in the development of recommendations. Below is the cost estimate for both options.

Option 1 \$2,400

Option 2 \$3,360 (preferred option)

David Allaben
NH/VT State Director
USDA, Wildlife Services
59 Chenell Drive, Suite 7
Concord, NH 03301
O: (603) 223-6832
C: (603) 545-2996
F: (603) 229-1951

From: Jennifer Riordan <JRiordan@GM2INC.COM>
Sent: Wednesday, March 2, 2022 11:05 AM
To: Janicke, Joshua A - APHIS <joshua.janicke@usda.gov>; Allaben, David J - APHIS <david.j.allaben@usda.gov>
Cc: marv.everson@laconiaairport.com; John.Gorham@jacobs.com
Subject: RE: [WARNING-EXT] RE: [External Email]Laconia Airport Fence Project

Friday the 11th works for me. Morning is preferred.

Thanks,

Jenn

JENNIFER RIORDAN, CWS, CPESC
P 603.856.7854 | C 603.724.4950



From: Janicke, Joshua A - APHIS <joshua.janicke@usda.gov>
Sent: Wednesday, March 2, 2022 11:00 AM
To: Jennifer Riordan <JRiordan@GM2INC.COM>; Allaben, David J - APHIS <david.j.allaben@usda.gov>
Cc: marv.everson@laconiaairport.com; John.Gorham@jacobs.com
Subject: [WARNING-EXT] RE: [External Email]Laconia Airport Fence Project

Everyone,

Thanks again for the opportunity for WS to assist with this project. David and I would like to make the site visit next week on Thursday or Friday (10th or 11th). During the visit it would be great to get a tour of

the airport and meet with anyone who could speak about wildlife issues on the airfield. Jenn and Marv what day and time works best for you both?

Thanks,

Josh

From: Jennifer Riordan <JRiordan@GM2INC.COM>
Sent: Friday, February 18, 2022 11:29 AM
To: Allaben, David J - APHIS <david.j.allaben@usda.gov>; Stengel, Carrie - APHIS <carrie.stengel@usda.gov>; Janicke, Joshua A - APHIS <joshua.janicke@usda.gov>
Cc: marv.everson@laconiaairport.com; John.Gorham@jacobs.com
Subject: [External Email]Laconia Airport Fence Project

[External Email]

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David / Carrie / Josh -

Thanks again for meeting today to discuss this project. I've cc'd Marv Everson, the Airport Manager, on this email so you have his contact information and we can coordinate a site visit sometime in the next few weeks. Let us know what works best for you.

Thanks,

Jenn



JENNIFER RIORDAN, CWS, CPESC
Senior Environmental Scientist
P 603.856.7854
C 603.724.4950

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From: Max Patel <mpatel@aidpe.com>
Sent: Friday, March 4, 2022 11:45 AM
To: Marv Everson
Cc: Gorham, John; Kaz Tabrizi; Michael Frabizzio
Subject: [EXTERNAL] RE: Laconia Municipal Airport - Fence Project (SBG #09 20-2022)
- IFE Document

Thank you, Mr. Everson. We will proceed with the work.



Ashwin "Max" Patel
Vice President, Aviation & Rail

Advanced Infrastructure Design, Inc.
1 Crossroads Drive, Hamilton, NJ 08691
Tel: 609-838-2216 x209 | Cell: 609-556-0309 | Fax: 609-586-1301
www.aidpe.com

From: Marv Everson <marv.everson@laconiaairport.com>
Sent: Friday, March 4, 2022 11:33 AM
To: Max Patel <mpatel@aidpe.com>
Cc: john.gorham <john.gorham@jacobs.com>; Kaz Tabrizi <ktabrizi@aidpe.com>; Michael Frabizzio <mfrabizzio@aidpe.com>
Subject: RE: Laconia Municipal Airport - Fence Project (SBG #09-20-2022) - IFE Document

Mr. Patel,

In response to your proposal, consider this email an Agreement/Notice to Proceed (NTP) for **Advanced Infrastructure Design, Inc (AID)** to provide to **Laconia Airport Authority** the **Independent Fee Estimate (IFE)** to install 7,400 LF of perimeter/wildlife fencing, including one gate as per the provided detailed scope of the work for the fixed fee of \$3,500. I agree with your proposal and accept that I will be provided the fee estimate by the COB Wednesday, March 09, 2022.

Sincerely,

Marv Everson

Marv Everson
Airport Manager
Laconia Airport Authority
65 Aviation Drive
Gilford, NH 03249
603-524-5003/603-344-6653
marv.everson@laconiaairport.com

From: Max Patel <mpatel@aidpe.com>

Sent: Friday, March 4, 2022 10:36 AM

To: Marv Everson <marv.everson@laconiaairport.com>

Cc: John Gorham <john.gorham@jacobs.com>; Kaz Tabrizi <ktabrizi@aidpe.com>; Michael Frabizzio <mfrabizzio@aidpe.com>

Subject: RE: Laconia Municipal Airport - Fence Project (SBG #09-20-2022) - IFE Document

EXTERNAL: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Everson,

As per your request, Advanced Infrastructure Design, Inc (AID) will be pleased to provide you the Independent Fee Estimate (IFE) to install 7,400 LF of perimeter/wildlife fencing including one gate as per the attached detailed scope of the work for the fixed fee of \$3,500. If you agree, we will provide the fee estimate by the COB Wednesday, the March 09, 2022.

Thank you.

Best,



Ashwin "Max" Patel
Vice President, Aviation & Rail

Advanced Infrastructure Design, Inc.
1 Crossroads Drive, Hamilton, NJ 08691
Tel: 609-838-2216 x209 | Cell: 609-556-0309 | Fax: 609-586-1301
www.aidpe.com

From: Gorham, John <John.Gorham@jacobs.com>

Sent: Wednesday, March 2, 2022 3:05 PM

To: Max Patel <mpatel@aidpe.com>

Cc: marv.everson@laconiaairport.com

Subject: Laconia Municipal Airport - Fence Project (SBG #09-20-2022) - IFE Document

Good to chat Max. Give me a call after you review the attachments and I can explain the project.

If you can send me your proposal for this IFE work, we can forward it to the airport. You should address your proposal to Mr. Marv Everson, Airport Manager. I have CC'd Marv on this email as well. If you want to send it directly to him.

Attached are the following:

1. Fee – with hours blanked out. We left in the rates, OH/profit %, expenses, & subconsultant
2. Scope – this scope follows the fee and vice versa.

3. Subconsultant – GM2 proposal – this is our survey and wetland subconsultant.

Our target to get the IFE back by next Wednesday – 3/9/22. Hope that is doable.

Thanks

John Gorham, PE | Jacobs | Project Manager | C 603.545.2959

Two Executive Park Drive, Suite 205 | Bedford, NH 03110 USA

John.Gorham@jacobs.com | www.jacobs.com

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