

*MCC*



**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



37

*William Cass, P.E.  
Commissioner*

*David Rodrigue, P.E.  
Assistant Commissioner  
Andre Briere  
Deputy Commissioner*

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

Bureau of Aeronautics  
December 27, 2022

**REQUESTED ACTION**

Authorize the Department of Transportation to provide funding to the Nashua Airport Authority, (Vendor 154441), for SBG 12-26-2022, to rehabilitate, mark, light, sign and drain an aircraft parking apron (Golf Apron), Phase I, at Boire Field, Nashua NH. Federal and state participation in the amount of \$1,767,963.24 is effective upon Governor and Council approval through December 5, 2026. 95% Federal Funds, 5% State Funds.

Funding is available as follows:

|                             |                 |
|-----------------------------|-----------------|
|                             | <u>FY 2023</u>  |
| 04-96-96-960030-1335        |                 |
| FAA Projects                |                 |
| 034-500161 New Construction | \$ 1,767,963.24 |

**EXPLANATION**

Three Federal Aviation Administration (FAA) State Block Grants were awarded to the State of New Hampshire:

| <u>FAA Grant Number</u> | <u>FAA Grant Amount</u> |
|-------------------------|-------------------------|
| 3-33-SBGP-30-2019       | \$2,105,194.00          |
| 3-33-SBGP-38-2021       | \$2,362,166.00          |
| 3-33-SBGP-41-2022       | \$2,141,795.00          |
| 3-33-SBGP-42-2022       | \$1,462,266.00          |

A total of \$1,674,912.48 (90% of the project cost) is proposed from the grants listed above for this airport development project (SBG 12-26-2022 copy attached) to rehabilitate, mark, light, sign and drain an aircraft parking apron (Golf Apron), Phase I, at Boire Field, Nashua NH. Phase II of this project to rehabilitate the Foxtrot apron was placed out to bid with the Golf apron (Phase I), but the funding for Phase II is not included in this grant. As funding becomes available, the Foxtrot apron (Phase II) will be funded by a future grant from FAA under the Bipartisan Infrastructure Law (BIL).

The Golf ramp had a Pavement Condition Index (PCI) of 57 in 2012; the current PCI is estimated to be 39, which is considered very poor.

This project will rehabilitate Golf Apron in its current location and the work will include, but is not limited to the following:

- Partial depth pavement rehabilitation
- Drainage and sewer structure modifications
- Installation of aircraft tie-down anchors
- Pavement markings

The project breakdown is as follows:

|  |                        |
|--|------------------------|
| Sponsor Administration                 | \$ 4,257.00            |
| Engineering Fees (Gale Associates)     | \$ 162,940.00          |
| Resident Engineering (Gale Associates) | \$ 160,200.00          |
| Construction (Continental Paving)      | <u>\$ 1,533,617.00</u> |
| Total                                  | \$ 1,861,014.00        |

The Department of Transportation accepts the Federal Funds (\$1,674,912.48) for this project as a pass through to the Nashua Airport Authority in accordance with RSA 422:15. State participation in the amount of \$93,050.76 (5% of this project) is also requested. The City of Nashua will participate in the amount of \$93,050.76 (5% of this project). The total cost of the airport development project, including federal, state, and local share, is \$1,861,014.

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.

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2019, 146:1, XVI- A, Capital Budget.

Sincerely,



William Cass, P.E.  
Commissioner

Attachments  
WC/tls

**Bid Canvas**  
 Rehabilitate Golf Ramp and Foxtrot Ramp  
 NHDOT No. SBG-12-26-2022  
 Nashua Airport-Boire Field  
 Nashua, New Hampshire  
 April 26, 2022

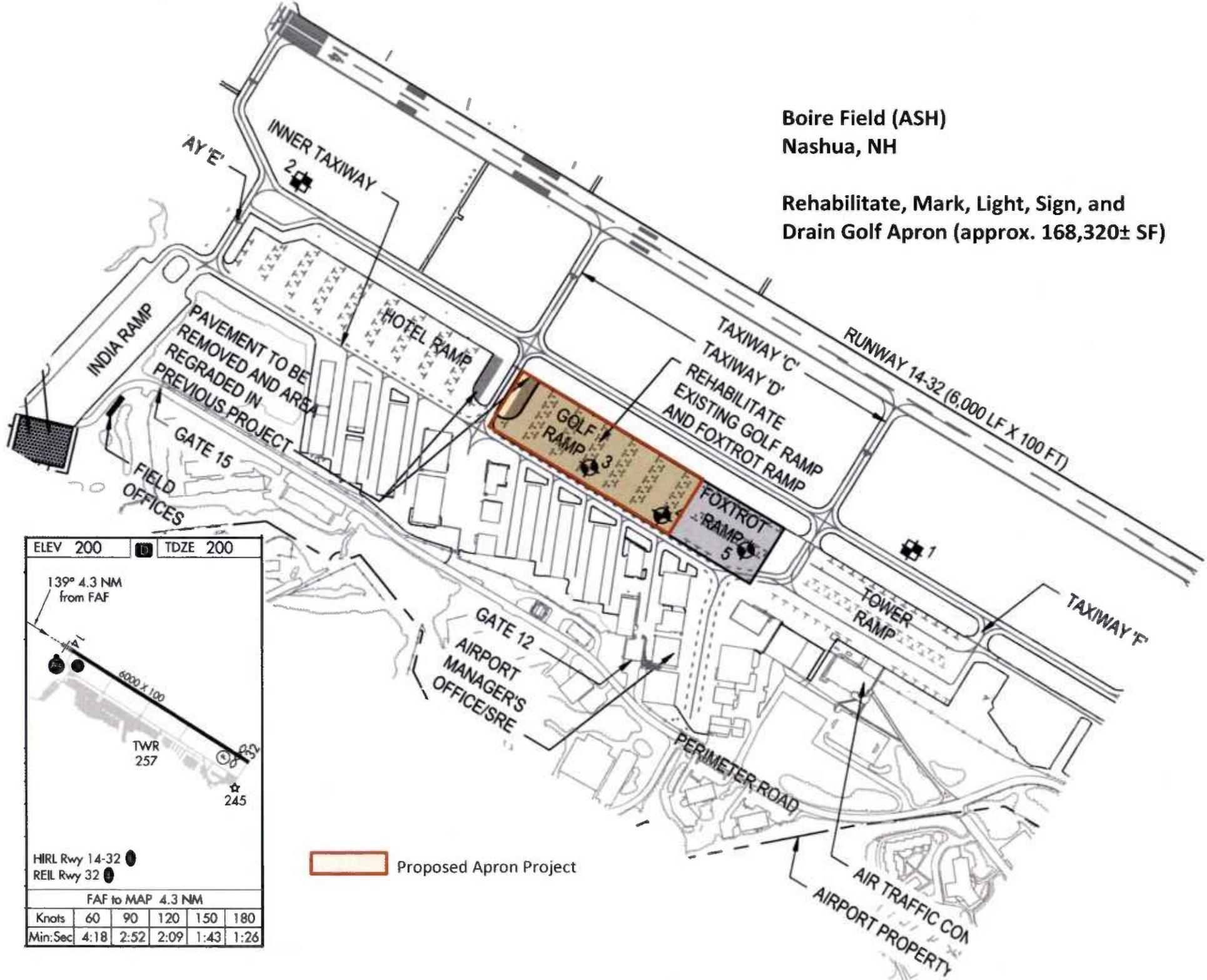


Prepared By: DCQ  
 Checked By: NAI

| Base Bid                    |  |          |        | Engineer's Estimate of Cost (EEOC) |                       | Sargent Corporation |                       | Continental Paving, Inc. |                       |                |
|-----------------------------|--|----------|--------|------------------------------------|-----------------------|---------------------|-----------------------|--------------------------|-----------------------|----------------|
| ITEM #                      | DESCRIPTION OF ITEM                                  | QUANTITY |        | UNIT                               | TOTAL                 | UNIT                | TOTAL                 | UNIT                     | TOTAL                 |                |
|                             |  | UNIT     | AMOUNT |                                    |                       |                     |                       |                          |                       |                |
| M-001-1                     | Record Drawings and Final Survey                     | LS       | 1      |                                    | \$20,000.00           | \$20,000.00         | \$5,000.00            | \$5,000.00               | \$20,000.00           | \$20,000.00    |
| M-001-2                     | Project Photography                                  | LS       | 1      |                                    | \$12,000.00           | \$12,000.00         | \$2,000.00            | \$2,000.00               | \$40,000.00           | \$40,000.00    |
| M-001-3                     | Orange Construction Fence                            | LF       | 1350   |                                    | \$3.00                | \$4,050.00          | \$12.00               | \$16,200.00              | \$5.00                | \$6,750.00     |
| M-002-1                     | Aircraft Tie-Down Anchor                             | EA       | 174    |                                    | \$850.00              | \$147,900.00        | \$1,000.00            | \$174,000.00             | \$800.00              | \$139,200.00   |
| C-100-1                     | Contractor Quality Control Program (CQCP)            | LS       | 1      |                                    | \$25,000.00           | \$25,000.00         | \$102,500.00          | \$102,500.00             | \$15,000.00           | \$15,000.00    |
| C-102-1                     | Temporary Seeding and Mulching                       | SY       | 2050   |                                    | \$1.25                | \$2,562.50          | \$1.00                | \$2,050.00               | \$1.50                | \$3,075.00     |
| C-102-2                     | Inlet Protection                                     | EA       | 7      |                                    | \$250.00              | \$1,750.00          | \$250.00              | \$1,750.00               | \$500.00              | \$3,500.00     |
| C-102-3                     | Sediment Log   | LF       | 1370   |                                    | \$10.00               | \$13,700.00         | \$15.00               | \$20,550.00              | \$10.00               | \$13,700.00    |
| C-102-4                     | Inlet Protection (Inlet Filter)                      | EA       | 9      |                                    | \$100.00              | \$900.00            | \$350.00              | \$3,150.00               | \$250.00              | \$2,250.00     |
| C-102-5                     | Installation and Removal of Silt Fence               | LF       | 620    |                                    | \$6.00                | \$3,720.00          | \$5.00                | \$3,100.00               | \$5.00                | \$3,100.00     |
| C-102-6                     | Stormwater Pollution Prevention Plan (SWPPP)         | LS       | 1      |                                    | \$25,000.00           | \$25,000.00         | \$14,000.00           | \$14,000.00              | \$10,000.00           | \$10,000.00    |
| C-102-7                     | Fertilizing  | TON      | 0.1    |                                    | \$4,000.00            | \$400.00            | \$5,000.00            | \$500.00                 | \$25,000.00           | \$2,500.00     |
| C-105-1                     | Mobilization   | LS       | 1      |                                    | \$150,000.00          | \$150,000.00        | \$240,000.00          | \$240,000.00             | \$175,000.00          | \$175,000.00   |
| C-105-2                     | Engineer's Field Office and Equipment                | LS       | 1      |                                    | \$15,000.00           | \$15,000.00         | \$14,500.00           | \$14,500.00              | \$10,000.00           | \$10,000.00    |
| P-101-1                     | Pavement Removal                                     | SY       | 30200  |                                    | \$10.00               | \$302,000.00        | \$3.00                | \$90,600.00              | \$3.00                | \$90,600.00    |
| P-101-2                     | Cold Milling   | SY       | 630    |                                    | \$40.00               | \$25,200.00         | \$17.00               | \$10,710.00              | \$10.00               | \$6,300.00     |
| P-101-3                     | Remove Existing Tie-Down                             | EA       | 237    |                                    | \$150.00              | \$35,550.00         | \$300.00              | \$71,100.00              | \$250.00              | \$59,250.00    |
| P-152-1                     | Unclassified   | CY       | 6200   |                                    | \$20.00               | \$124,000.00        | \$22.00               | \$136,400.00             | \$15.00               | \$93,000.00    |
| P-152-2                     | Borrow Excavation                                    | CY       | 620    |                                    | \$25.00               | \$15,500.00         | \$5.00                | \$3,100.00               | \$20.00               | \$12,400.00    |
| P-152-3                     | Embankment in Place                                  | CY       | 620    |                                    | \$16.00               | \$9,920.00          | \$12.00               | \$7,440.00               | \$30.00               | \$18,600.00    |
| P-209-1                     | Crushed Aggregate Base Course                        | CY       | 5100   |                                    | \$65.00               | \$331,500.00        | \$68.00               | \$346,800.00             | \$40.00               | \$204,000.00   |
| P-401-1                     | Asphalt Surface & Base Course                        | TON      | 8010   |                                    | \$110.00              | \$881,100.00        | \$138.00              | \$1,105,380.00           | \$125.00              | \$1,001,250.00 |
| P-603-1                     | Emulsified Asphalt Tack Coat                         | GAL      | 2180   |                                    | \$7.00                | \$15,260.00         | \$6.00                | \$13,080.00              | \$5.00                | \$10,900.00    |
| P-605-1                     | Joint Sealing  | LF       | 1500   |                                    | \$20.00               | \$30,000.00         | \$6.00                | \$9,000.00               | \$6.50                | \$9,750.00     |
| P-620-1                     | Surface Preparation                                  | LS       | 1      |                                    | \$7,500.00            | \$7,500.00          | \$1,500.00            | \$1,500.00               | \$1,500.00            | \$1,500.00     |
| P-620-2                     | Markings   | SF       | 1510   |                                    | \$2.00                | \$3,020.00          | \$3.00                | \$4,530.00               | \$3.50                | \$5,285.00     |
| P-620-3                     | Reflective Media                                     | LB       | 135    |                                    | \$5.00                | \$675.00            | \$15.00               | \$2,025.00               | \$15.00               | \$2,025.00     |
| P-620-4                     | Temporary Runway and Taxiway Marking                 | SF       | 0      |                                    | \$2.00                | \$0.00              | \$3.00                | \$0.00                   | \$5.00                | \$0.00         |
| D-751-1                     | Adjust Existing Frame and Cover/Grate                | EA       | 9      |                                    | \$1,000.00            | \$9,000.00          | \$1,500.00            | \$13,500.00              | \$1,500.00            | \$13,500.00    |
| D-751-2                     | Remove and Replace Existing Frame & Cover/Grate      | EA       | 3      |                                    | \$3,000.00            | \$9,000.00          | \$4,500.00            | \$13,500.00              | \$4,000.00            | \$12,000.00    |
| T-901-1                     | Seeding  | SY       | 2050   |                                    | \$2.00                | \$4,100.00          | \$1.00                | \$2,050.00               | \$1.50                | \$3,075.00     |
| T-905-1                     | Topsoil (Obtained on Site or Removed from Stockpile) | CY       | 230    |                                    | \$15.00               | \$3,450.00          | \$26.00               | \$5,980.00               | \$15.00               | \$3,450.00     |
| T-905-2                     | Topsoil (Furnished from Off the Site)                | CY       | 25     |                                    | \$30.00               | \$750.00            | \$74.00               | \$1,850.00               | \$30.00               | \$750.00       |
| <b>Construction Total =</b> |  |          |        |                                    | <b>\$2,229,507.50</b> |                     | <b>\$2,437,845.00</b> |                          | <b>\$1,991,710.00</b> |                |

**Boire Field (ASH)  
Nashua, NH**

**Rehabilitate, Mark, Light, Sign, and  
Drain Golf Apron (approx. 168,320± SF)**



|                      |                          |
|----------------------|--------------------------|
| ELEV 200             | TDZE 200                 |
| 139° 4.3 NM from FAF |                          |
| 6000 X 100           |                          |
| TWR 257              | 245                      |
| HIRL Rwy 14-32       |                          |
| REIL Rwy 32          |                          |
| FAF to MAP 4.3 NM    |                          |
| Knots                | 60 90 120 150 180        |
| Min:Sec              | 4:18 2:52 2:09 1:43 1:26 |



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
New England Region  
CT, ME, MA, NH, RI, & VT

Airports Division (ANE-600)  
1200 District Avenue  
Burlington, MA 01803

September 1, 2022

Mr. Patrick C. Herlihy  
Director, Division of Aeronautics, Rail and Transit  
New Hampshire Department of Transportation  
John O. Morton Building  
7 Hazen Drive  
Concord, New Hampshire 03301

Dear Mr. Herlihy:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-33-SBGP-042-2022 for the New Hampshire State Block Grant Program is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than September 14, 2022.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** John Kirkendall, (781) 238-7629, john.m.kirkendall@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Julie Seltsam-Wilps

Julie Seltsam-Wilps, (Sep 1, 2022, 16:28 EDT)

Julie Seltsam-Wilps

Deputy Director, Airports Division



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FAA AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY2022 AVIATION STATE BLOCK GRANT PROGRAM**

**GRANT AGREEMENT**

**Part I - Offer**

|                          |                    |
|--------------------------|--------------------|
| Federal Award Offer Date | September 1, 2022  |
| Block Grant Number       | n/a                |
| FY 2022 AIP Grant Number | 3-33-SBGP-042-2022 |
| Unique Entity Identifier | DMA7LGZ3RMT1       |

**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 July 18, 2022, for a Grant of Federal funds at or associated with New Hampshire State Block Grant Program Airports and is included as part of this 2022 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 2022 AIP Grant funds

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

ASH, Boire Field, Nashua, NH

**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 State Block Grant Project Application for FY 2022 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 ninety (90) percent of the allowable costs incurred in accomplishing the Project as the United States share of the Project.

**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 \$ 1,462,266.

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;  
 \$ 1,462,266 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 be 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 2 CFR § 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 (May 2022, as updated), or
    2. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2022), or
    3. Assurances: Planning Agency (May 2022); and
  - c. All information required by 2 CFR § 200.332.
4. Nonprimary Entitlement Funds. \$0.00 of the total maximum obligation identified in Condition No. 1, Maximum Obligation, 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:

N/A

5. **Discretionary Funds.** \$1,462,266.00 of the total maximum obligation identified in Condition No. 1, Maximum Obligation, of this Grant Agreement are discretionary 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:

ASH, Boire Field, Nashua, NH, Discretionary in amount of \$1,462,266.00 to be used for Rehabilitation of Apron G (approx. 18,800 SY)

The amount(s) identified here are in addition to the nonprimary entitlement amounts for these locations.

6. **State Apportionment.** \$0.00 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, Secretary of Transportation ("Secretary's") policies and procedures, 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 the Secretary's policies and procedures. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report and request prior approval from 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 September 14, 2022**, 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 require advance approval 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/content/entity-registration>.
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, Maximum Obligation.

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

23. **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. 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 and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**24. 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 debars 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 the 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.

**25. 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.

**26. 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 Grant, 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.
27. **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.
28. **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 Condition 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).
- b. The State must insert this clause on employee protection from reprisal in all subgrants that result from this Grant Agreement.

**29. 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, per 2 CFR § 170.220, \$30,000 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 \$30,000 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
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>;
2. The State must report its executive total compensation:
- 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:
    - i. To the State.

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

d. Exemptions

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

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

### SPECIAL CONDITIONS

30. **Pavement Maintenance Management Program.** The State and Sponsor agree to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive Maintenance—Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The State and Sponsor further agree, that the program will:

- a. Follow FAA Advisory Circular 150/5380-6C, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and
    - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
  - 2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6C, the frequency of inspections may be extended to three years.
    - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by

inspections, the date of inspection and any maintenance performed must be recorded.

3. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - i. Inspection date;
  - ii. Location;
  - iii. Distress types; and
  - iv. Maintenance scheduled or performed
4. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**31. Project Containing Paving Work In Excess of \$500,000:** The State and Sponsor agree to:

- a. Furnish a construction management program to the FAA or State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.
    - i. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal

participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

- ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

32. **Plans and Specifications Approval Based Upon Certification.** The FAA, the State, and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the State's and Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The State and Sponsor understand that:
  - a. The State's and Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a State's and Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.
33. **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.

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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 September 1, 2022

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

Julie Seltsam-Wilps

Julie Seltsam-Wilps (Sep 1, 2022 16:28 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Division

(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.<sup>1</sup>

Executed this day of September 2, 2022

State of New Hampshire

*(Name of Sponsor)*

*Andre J. Briere*

Andre J. Briere (Sep 2, 2022 10:29 EDT)

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

**By:** Andre J. Briere

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

**Title:** Deputy Commissioner

*(Title of State's Designated Official Representative)*

<sup>1</sup> 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 STATE'S ATTORNEY**

I, Matthew T. Broadhead, 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 Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43); and the Consolidated Appropriations Act, 2022 (Public Law 117-103). 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.<sup>2</sup>

Dated this day of September 6, 2022

By: Matthew T. Broadhead  
Matthew T. Broadhead (Sep 6, 2022 11:55 EDT)

*(Signature of State's Attorney)*

<sup>2</sup> 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.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
New England Region  
CT, ME, MA, NH, RI, & VT

Airports Division (ANE-600)  
1200 District Avenue  
Burlington, MA 01803

August 9, 2022

Mr. Patrick C. Herlihy  
Director, Division of Aeronautics, Rail and Transit  
New Hampshire Department of Transportation  
John O. Morton Building  
7 Hazen Drive  
Concord, New Hampshire 03301

Dear Mr. Herlihy

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-33-SBGP-041-2022 for the New Hampshire State Block Grant Program is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than September 7, 2022.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report, within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** John Kirkendall, (781) 238-7629, john.m.kirkendall@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
Julie Seltsam-Wilps (Aug 9, 2022 07:52 EDT)

Julie Seltsam-Wilps

Deputy Director, Airports Division



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FAA AIRPORT IMPROVEMENT PROGRAM (AIP)  
FY2022 AVIATION STATE BLOCK GRANT PROGRAM  
GRANT AGREEMENT**

**Part I - Offer**

|                          |                    |
|--------------------------|--------------------|
| Federal Award Offer Date | August 9, 2022     |
| Block Grant Number       |                    |
| FY 2022 AIP Grant Number | 3-33-SBGP-041-2022 |
| Unique Entity Identifier | DMA7LGZ3RMT1       |

**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 April 11, 2022, for a Grant of Federal funds at or associated with New Hampshire State Block Grant Program Airports and is included as part of this 2022 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 2022 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
- SB9, Dean Memorial Airport, North Haverhill, NH

**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 State Block Grant Project Application for FY 2022 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 ninety (90) percent of the allowable costs incurred in accomplishing the Project as the United States share of the Project.

**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 \$ 2,141,795.

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;
- \$ 2,141,795 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 be 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 2 CFR § 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 (May 2022, as updated), or
    2. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2022), or

## 3. Assurances: Planning Agency (May 2022); 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 No. 1, Maximum Obligation, 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:

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, Nonprimary Entitlement Funds, \$1,350,000.00

5. **Discretionary Funds.** \$0.00 of the total maximum obligation identified in Condition No. 1, Maximum Obligation, of this Grant Agreement are discretionary 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:

Not Applicable

The amount(s) identified here are in addition to the nonprimary entitlement amounts for these locations.

6. **State Apportionment.** \$791,795.00 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, Secretary of Transportation's ("Secretary's") policies and procedures, 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 the Secretary's policies and procedures. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report and request prior approval from 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 September 7, 2022**, 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 require advance approval 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/content/entity-registration>.

**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, Maximum Obligation.

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

22. **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, Maximum Obligation, 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.

23. **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. 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 and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

24. **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 the 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.

**25. 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.

**26. 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 Grant, 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.
27. **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.
28. **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 Condition 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).
- b. The State must insert this clause on employee protection from reprisal in all subgrants that result from this Grant Agreement.

**29. 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, per 2 CFR § 170.220, \$30,000 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 \$30,000 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
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and

Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.

2. The State must report its executive total compensation:
    - 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:
    - i. To the State.
    - ii. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions

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

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

**SPECIAL CONDITIONS**

30. ~~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.

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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 August 9, 2022

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UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

*Julie Seltsam-Wilps*

Julie Seltsam-Wilps (Aug 9, 2022 07:02 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Division

(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.<sup>1</sup>

Executed this day of August 9, 2022

State of New Hampshire

*(Name of Sponsor)*

Andre J. Briere

Andre J. Briere (Aug 9, 2022 08:59 EDT)

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

By: Andre J. Briere

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

Title: Deputy Commissioner

*(Title of State's Designated Official Representative)*

<sup>1</sup> 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 STATE'S ATTORNEY**

I, Matthew T. BRoadhead, 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 Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43); and the Consolidated Appropriations Act, 2022 (Public Law 117-103). 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.<sup>2</sup>

Dated this day of August 9, 2022

Matthew T. BRoadhead  
By: Matthew T. BRoadhead (Aug 9, 2022 10:16 EDT)  
*(Signature of State's Attorney)*

<sup>2</sup> 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.



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
- SB9, 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 be 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

SB9, 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 debars 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.fsr.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.fsr.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.

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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

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**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**

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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.<sup>1</sup>

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)*

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

**CERTIFICATE OF 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.<sup>2</sup>

Dated this day of July 29, 2021

*Allison B. Greenstein*  
By: \_\_\_\_\_  
(Signature of State's Attorney)

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



U.S. Department of Transportation  
Federal Aviation Administration

**AVIATION BLOCK GRANT PROGRAM  
GRANT AGREEMENT**

**PART I - OFFER**

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Date of Offer JUN 12 2019

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Block Grant Number N/A

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AIP Grant Number 3-33-SBGP-030-2019

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DUNS Number 808591697

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

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

**WHEREAS**, the State has submitted a Block Grant Application dated April 30, 2019 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

**WHEREAS**, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out grant administrative responsibilities for airport planning, development and noise program implementation projects conforming to 49 U.S.C § 47102 and 49 U.S.C. § 47504-47505 as applicable (herein called the "projects"), at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

**NOW THEREFORE**, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition), and acceptance of this Offer as hereinafter provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES** to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$ 2,105,194.

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

**CONDITIONS**

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

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

The State must include a period of performance requirement, including start and end dates, in all sub-awards (subgrants) made under this grant agreement. The State must establish subaward period of performance dates in a manner that allows the State to meet the closeout deadline for this agreement, taking into account the time necessary to closeout out all sub-awards covered by this agreement.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.
2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
  - A. Assurances: Airport Sponsors (March 2014), or
  - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
  - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (4/18/2019).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Completing the Project without Delay and In Conformance with Requirements. The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before July 19, 2019 or such subsequent date as may be prescribed in writing by the FAA.
9. Improper Use of Federal Funds. The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. Required Federal Provisions. The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. Nonprimary Entitlement Funds. \$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.  
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

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

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

**13. State Apportionment:**

\$755,194 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

**14. Trafficking In Persons:**

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

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

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

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

**19. System for Award Management (SAM) Registration And Universal Identifier.**

- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers:
1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
  2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.

**20. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**21. Reporting Subgrants and Executive Compensation.**

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

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
  - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The State must report its executive total compensation:
- a. As part of the State's registration profile at <http://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
- a. In the subrecipient's preceding fiscal year, the subrecipient received—
    - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
    - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
    - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
- a. To the State.
  - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
- If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
- 1. Subgrants, and

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

- E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
  - F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
26. Land Acquisition. The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.
- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."
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 FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and 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>.

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

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION



(Signature)

Ms. Gail Lattrell

(Typed Name)

Deputy Director, Airports Division

(Title)

PART II – ACCEPTANCE

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

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

Executed this 19th day of June, 2019.

State Of New Hampshire

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

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

Title:

Director of Aeronautics, Rail & Transit  
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

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

Dated at Concord, NH (location) this 28th day of June, 2019.

By:

Allison B. Greenstein  
(Signature of Sponsor's Attorney)

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



U.S. Department  
of Transportation  
Federal Aviation  
Administration



**GRANT AGREEMENT**

**PART I – OFFER**

Date of Offer October 19, 2022

Airport/Planning Area Boire Field

State Block Grant Number SBG 12-26-2022

Unique Entity Identification (UEI) Number DMXGDBYHMTK1

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

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

**WHEREAS**, the Sponsor has submitted to the State a Project Application dated October 19, 2022, for a grant of Federal and State funds for a project at or associated with the Boire Field, which as approved by the State, is included as part of this Grant Agreement; and

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

Rehabilitate, Mark, Light, Sign, and Drain Golf Apron (approx. 168,320± SF)

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-five (95) 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 **\$1,767,963.24**.

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
- \$1,767,963.24 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 **September 5, 2026**.
- 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 **November 21, 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 3, 2015, 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. 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.

**28. 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.

**29. 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.

**33. 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.

**31. 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

**32. Small Airport Fund.** This grant includes funding from the Small Airport Fund.

**33. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal and State financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  - i. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - 1. Location of all runways, taxiways, and aprons;
    - 2. Dimensions;

3. Type of pavement; and,
  4. Year of construction or most recent major rehabilitation.
- ii. Inspection Schedule.
1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
  2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- iii. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
1. Inspection date;
  2. Location;
  3. Distress types; and
  4. Maintenance scheduled or performed.
- iv. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA or State as may be required.

**34. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - i. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  - ii. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  - iii. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  - iv. Qualifications of engineering supervision and construction inspection personnel;
  - v. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  - vi. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - vii. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did

not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

1. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
2. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

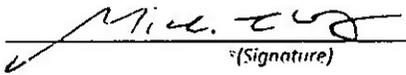
35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

36. **Pending Documents.** No grant reimbursements under this grant agreement will be made by the United States and State to the Sponsor until Construction Safety and Phasing Plan for this project has been provided to and determined by the FAA and accepted by the State.

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.<sup>1</sup>

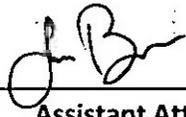
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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

**Michelle L. Winters**  
\_\_\_\_\_  
**Director**  
**Aeronautics, Rail and Transit**  
\_\_\_\_\_  
(Title of NHDOT Official)

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

**Dated:** 12/30/2022

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

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

**Dated:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
*Secretary of State*

**Attest:** \_\_\_\_\_  
\_\_\_\_\_  
(Title)

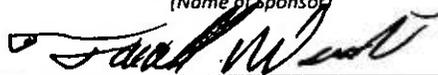
<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**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.<sup>2</sup>

Executed this 25<sup>th</sup> day of October, 2022

Nashua Airport Authority  
(Name of Sponsor)  
  
(Signature of Sponsor's Authorized Official)

By: Farrell Woods  
(Typed Name of Sponsor's Authorized Official)

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, DOROTHY CLARKE, 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.<sup>3</sup>

Dated at NASHUA, NH, (location) this 1<sup>st</sup> day of NOVEMBER, 2022

By: Dorothy Clarke  
(Signature of Sponsor's Attorney)

<sup>2,3</sup> 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**

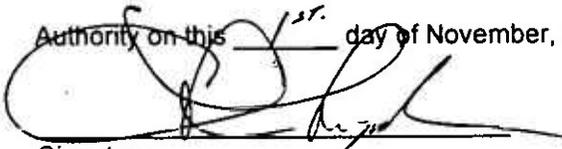
I, Christopher Lynch, do hereby certify that I am the Airport Manager of the Nashua Airport Authority, the City of Nashua's airport, Boire Field, in the state of New Hampshire, county of Hillsborough, in the United States of America.

I do further certify that Farrell Woods, is Chairman of the Nashua Airport Authority and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for and on behalf of the Nashua Airport Authority any contracts with the State of New Hampshire. This authority was given during an official meeting of the Board of Directors of the Nashua Airport Authority of the city of Nashua on the following date: October 19, 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 Nashua Airport

Authority on this 19<sup>th</sup> day of November, 2022.



Signature

SEAL

Nashua Airport Manager  
Title of Signatory

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Hillsborough upon this date November 1, 2022, appeared before me, Susan Clancy, the abovesigned officer personally appeared, Christopher Lynch, who acknowledged himself to be the Airport Manager of the Nashua Airport Authority, City of Nashua, New Hampshire, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Nashua Airport Authority, City of Nashua, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

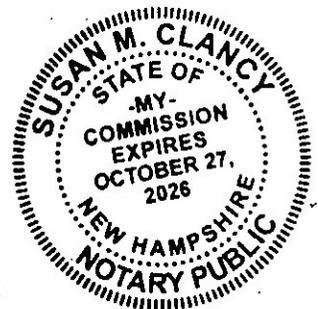


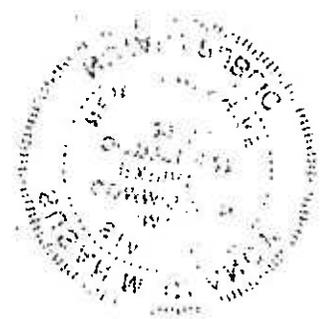
Signature

Name of Notary or Justice of the Peace

Date of Expiration of Commission

SEAL







# OLD REPUBLIC INSURANCE COMPANY

EL  
PF

## CERTIFICATE OF INSURANCE

This is to certify to  
(Certificate Holder):

The State of New Hampshire  
Department of Transportation – John O. Morton Building  
7 Hazen Drive, Post Office Box 483  
Concord, NH 03302-0483

The following policy(ies)  
Have been issued to:

City of Nashua & Nashua Airport Authority  
93 Perimeter Road  
Nashua, NH 03063

### AIRPORT OWNERS AND OPERATORS POLICY INFORMATION:

AIRPORT POLICY NO: PR 00209621      POLICY PERIOD: FROM: May 1, 2022      TO: May 1, 2023

THIS COVERAGE IS EFFECTIVE 12:01 A.M. May 1, 2022

INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

#### LIABILITY COVERAGES:

#### LIMITS OF LIABILITY

| LIABILITY COVERAGES:  |              | LIMITS OF LIABILITY |              |                  |
|---|--------------|---------------------|--------------|------------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability | \$ XXXX      | Each Person         | \$ 5,000,000 | Each Occurrence* |
| <input checked="" type="checkbox"/> Personal Injury Liability       | \$ XXXX      | Each Person         | \$ 5,000,000 | Each Occurrence* |
| <input checked="" type="checkbox"/> Medical Malpractice Liability   | \$ XXXX      | Each Person         | \$ 5,000,000 | Each Loss*       |
| <input checked="" type="checkbox"/> Hangar Keepers Liability        | \$ 1,000,000 | Each Person         | \$ 1,000,000 | Each Occurrence* |
| <input checked="" type="checkbox"/> Fire Legal Liability            | \$ XXXX      | Each Person         | \$ 100,000   | Each Loss*       |
| <input checked="" type="checkbox"/> Premises Medical Payments       | \$ 3,000     | Each Person         | \$ 15,000    | Each Accident*   |

#### LOCATION(S):

Boire Field Airport, Nashua, NH

#### THIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value.
- Included as an Additional Insured, but only with respect to operations of the Named Insured.
- Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

#### OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the Issuing Insurer(s), authorized representative, or producer.

Old Republic Aerospace, Inc. Representative:

Agency Name: Arthur J. Gallagher Risk Mgmt. Svcs. Inc.  
Agency Phone: 800-356-7075

Date: April 22, 2022



### OLD REPUBLIC AEROSPACE, INC.

199 Water Street, 30<sup>th</sup> Floor, New York, NY 10038 | PH: (212) 607-2624 | FX: (212) 607-2614

| Application for Federal Assistance SF-424  |  |  |
|--|--|--|
| * 1. Type of Submission:<br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application:<br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Continuation<br><input type="checkbox"/> Revision | * If Revision, select appropriate letter(s):<br><input type="text"/><br>* Other (Specify):<br><input type="text"/> |
| * 3. Date Received:<br><input type="text" value="10/18/2022"/>   | 4. Applicant Identifier:<br><input type="text" value="Nashua Airport - Boire Field"/>  |  |
| 5a. Federal Entity Identifier:<br><input type="text" value="ASH"/>   | 5b. Federal Award Identifier:<br><input type="text"/>  |  |
| State Use Only:  |  |  |
| 6. Date Received by State: <input type="text"/>  | 7. State Application Identifier: <input type="text"/>  |  |
| <b>8. APPLICANT INFORMATION:</b>   |  |  |
| * a. Legal Name: <input type="text" value="City of Nashua"/>   |  |  |
| * b. Employer/Taxpayer Identification Number (EIN/TIN):<br><input type="text" value="02-0268661"/>   | * c. UEI:<br><input type="text" value="DMXGDBYHMTK1"/>   |  |
| d. Address:  |  |  |
| * Street1: <input type="text" value="93 Perimeter Road"/>  | <input type="text"/>   |  |
| Street2: <input type="text"/>  | <input type="text"/>   |  |
| * City: <input type="text" value="Nashua"/>  | <input type="text"/>   |  |
| County/Parish: <input type="text" value="Hillsborough"/>   | <input type="text"/>   |  |
| * State: <input type="text" value="NH: New Hampshire"/>  | <input type="text"/>   |  |
| Province: <input type="text"/>   | <input type="text"/>   |  |
| * Country: <input type="text" value="USA: UNITED STATES"/>   | <input type="text"/>   |  |
| * Zip / Postal Code: <input type="text" value="03063-1325"/>   | <input type="text"/>   |  |
| e. Organizational Unit:  |  |  |
| Department Name:<br><input type="text" value="City of Nashua, NH"/>  | Division Name:<br><input type="text" value="Nashua Airport Authority"/>  |  |
| f. Name and contact information of person to be contacted on matters involving this application:   |  |  |
| Prefix: <input type="text" value="Mr."/>   | * First Name: <input type="text" value="Chris"/>   | <input type="text"/>   |
| Middle Name: <input type="text"/>  | <input type="text"/>   |  |
| * Last Name: <input type="text" value="Lynch"/>  | <input type="text"/>   |  |
| Suffix: <input type="text"/>   | <input type="text"/>   |  |
| Title: <input type="text" value="Airport Manager"/>  |  |  |
| Organizational Affiliation:<br><input type="text" value="Nashua Airport Authority"/>   |  |  |
| * Telephone Number: <input type="text" value="603-882-0661"/>  | Fax Number: <input type="text" value="603-881-5414"/>  |  |
| * Email: <input type="text" value="chrislynch@nashuaairport.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 (AIP)

\* 12. Funding Opportunity Number:

N/A

\* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

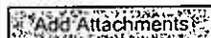
14. Areas Affected by Project (Cities, Counties, States, etc.):



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

Rehabilitate Golf Ramp and Foxtrot Ramp

Attach supporting documents as specified in agency instructions.



**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 (\$):

|                     |   | GOLF APPROX (MIP) | FOXTROT APPROX (BIL) |
|---------------------|---|-------------------|----------------------|
| * a. Federal        | <input type="text" value="2,186,902.00"/> | \$1,674,912.48    | \$511,989.52         |
| * b. Applicant      | <input type="text" value="0.00"/>         |                   |                      |
| * c. State          | <input type="text" value="121,495.00"/>   | \$93,050.76       | \$28,444.24          |
| * d. Local          | <input type="text" value="121,495.00"/>   | \$93,050.76       | \$28,444.24          |
| * e. Other          | <input type="text" value="0.00"/>         |                   |                      |
| * f. Program Income | <input type="text" value="0.00"/>         |                   |                      |
| * g. TOTAL          | <input type="text" value="2,429,892.00"/> | \$1,861,014.00    | \$568,878.00         |

\* 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:  DocuSigned by:  \* 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.  |  |
| <b>Item 1.</b><br>Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                              |
| <b>Item 2.</b><br>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 |
| <b>Item 3.</b><br>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 |
| <b>Item 4.</b><br>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 |
| <b>Item 5.</b><br>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.<br>If included in an approved PFC application,<br>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.   |  |
| <b>Item 6.</b><br>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:

The Airport has reviewed compatible land use as an impact category in their Master Plan Update. The assessment confirms there are no incompatible land use impacts in the vicinity of the Airport.

**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:

The Sponsor is not in default on any obligation to the United States or any agency of the United States Government.

**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:

There are no circumstances that may affect the Sponsors ability to complete the project or carry out Grant Assurances.

**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.

The Sponsor is unaware of any development plans which would be inconsistent with the future Airport projects.

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

Sponsor has notified the public of this project and the Sponsor has given fair consideration to any comments received.

**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)).

Sponsor has posted a notice to Airport users to inform and solicit comments for consideration.

**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 to this project.

**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 to this project.

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:

There have been no exclusive rights granted by the Sponsor.

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 Airport owns-fee-title to all of the land within the project-area:-----

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 to this 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 to this project.

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

**PART III – BUDGET INFORMATION – CONSTRUCTION**

| 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<br>(Use only for revisions) | Adjustment<br>+ or (-) Amount<br>(Use only for revisions) | Total Amount<br>Required |
| 1. Administration expense                               |  |   | \$ 4,257                 |
| 2. Preliminary expense                                  |  |   |                          |
| 3. Land, structures, right-of-way                       |  |   |                          |
| 4. Architectural engineering basic fees                 |  |   | 188,510                  |
| 5. Other Architectural engineering fees                 |  |   |                          |
| 6. Project inspection fees                              |  |   | 245,415                  |
| 7. Land development                                     |  |   |                          |
| 8. Relocation Expenses                                  |  |   |                          |
| 9. Relocation payments to Individuals and Businesses    |  |   |                          |
| 10. Demolition and removal                              |  |   |                          |
| 11. Construction and project improvement                |  |   | 1,991,710                |
| 12. Equipment   |  |   |                          |
| 13. Miscellaneous                                       |  |   |                          |
| 14. Subtotal (Lines 1 through 13)                       |  |   | \$ 2,429,892             |
| 15. Estimated Income (if applicable)                    |  |   |                          |
| 16. Net Project Amount (Line 14 minus 15)               |  |   | 2,429,892                |
| 17. Less: Ineligible Exclusions (Section C, line 23 g.) |  |   |                          |
| 18. Subtotal (Lines 16 through 17)                      |  |   | \$ 2,429,892             |
| 19. Federal Share requested of Line 18                  |  |   | 2,186,902                |
| 20. Grantee share                                       |  |   | 121,495                  |
| 21. Other shares  |  |   | 121,495                  |
| 22. TOTAL PROJECT (Lines 19, 20 & 21)                   |  |   | \$ 2,429,892             |

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

| <b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b> |                   |
|---|-------------------|
| 24. Grantee Share – Fund Categories                               | Amount            |
| a. Securities   |                   |
| b. Mortgages  |                   |
| c. Appropriations (by Applicant)                                  | 121,495           |
| d. Bonds  |                   |
| e. Tax Levies   |                   |
| f. Non-Cash   |                   |
| g. Other (Explain):   |                   |
| h. TOTAL - Grantee share  |                   |
| 25. Other Shares  | Amount            |
| a. State  | 121,495           |
| b. Other  |                   |
| c. TOTAL - Other Shares   |                   |
| <b>26. TOTAL NON-FEDERAL FINANCING</b>                            | <b>\$ 242,990</b> |

| <b>SECTION E – REMARKS</b><br>(Attach sheets if additional space is required) |
|---|
|   |

**Rehabilitate Golf Ramp and Foxtrot Ramp  
NHDOT NO. SBG-12-26-2022 (Pending)**

**Nashua Airport - Boire Field  
Nashua, New Hampshire**

**Supplemental Narrative  
Page 1 of 4**

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**Project Purpose:**

This project will rehabilitate airfield pavements of Golf ramp and Foxtrot ramp (Approx. 263,000 SF). The intent is to rehabilitate this pavement in current location, the project also includes-but-is-not limited to the following:

- Partial depth pavement rehabilitation
- Drainage and sewer structure modifications
- Installation of aircraft tie-down anchors
- Pavement markings

The Golf Ramp PCI in December 2012 was 57 and the PCI is currently estimated to be approximately 39, which is considered very poor. For the Foxtrot Ramp the PCI in December 2012 was 55 and the PCI is currently estimated to be approximately 37, which is considered very poor.

The construction of this project shall be in strict conformance to all applicable Federal, State, and Local permitting requirements.

**Project Benefits:**

Rehabilitation of Golf Ramp and Foxtrot Ramp will provide an improvement to the condition of the pavement which thereby increasing the safety to pilots, and lowering maintenance costs to the airport.

**Project Approach:**

The major tasks under this project will include:

- Project Development Services
  - Project Development
  - Field Survey
  - Geotechnical Investigation
- Design Services
- Bidding Services
- Project Administration Services
- Rehabilitation of the Airport Pavements
- Engineering Construction Phase Services
  - Construction Administration
  - Resident Engineering

**Rehabilitate Golf Ramp and Foxtrot Ramp  
NHDOT NO. SBG-12-26-2022 (Pending)**

**Nashua Airport - Boire Field  
Nashua, New Hampshire**

**Supplemental Narrative  
Page 2 of 4**

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- o Material Testing

**Geographic Location**

Nashua Airport - Boire Field  
City of Nashua, New Hampshire  
Hillsborough County, USA

**Sponsor's Representative**

Mr. Chris Lynch  
Airport Manager  
Nashua Airport  
93 Perimeter Road  
Nashua, NH 03063  
(603) 552-0661

**Project Environmental Impacts**

This project is categorically excluded from further review under NEPA per FAA Order 1050.1F paragraph 5-6.4.e. This project presents no extraordinary circumstances that would require further review under NEPA per paragraph 5-2 of FAA Order 1050.1F.

**Project Disadvantaged Business Enterprise (DBE) Statement**

The Nashua Municipal Airport has an overall DBE goal of 1.9 % for FAA funded projects in Federal Fiscal Year 2022.

**Project Coordination Efforts**

Airport user coordination for this project has occurred through public Airport Authority meetings and via the Notice to Airport Users attached. Prior to Construction, user group meetings will be scheduled to discuss the impacts of the project.

The U.S. Fish and Wildlife Service's website was checked, and it has been determined that no additional coordination is required with the U.S. Fish and Wildlife Service for this project.

In discussions with NHDOT/BA and with the Federal Aviation Administration, it has been determined that the project does not require any additional coordination for the Section 106 of the Historic Preservation Act since the project is located in previously disturbed areas. Under NHDOT No. SBG-12-10-2013, the Airport completed the NHDHR Area Form for the entire

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

|   |
|---|
| <b>PROJECT:</b> Rehabilitate Golf Ramp and Foxtrot Ramp   |
| <b>AIRPORT:</b> Nashua Airport - Boire Field  |
| <b>1. Objective:</b><br>The objective of this project is to rehabilitate the airfield pavements in the vicinity of Golf Ramp and Foxtrot Ramp.<br>See attached Supplemental Narrative for additional information.   |
| <b>2. Benefits Anticipated:</b><br>Rehabilitation of Golf Ramp and Foxtrot Ramp will provide improvement to the condition of the pavement which thereby increasing the safety to pilots, and lowering maintenance costs to the Airport.   |
| <b>3. Approach:</b> (See approved Scope of Work in Final Application)<br>The major tasks under this project will include:<br>Project Development Services<br>Design Services<br>Bidding Services<br>Project Administration Services<br>Engineering Construction Phase Services<br>See attached Supplemental Narrative for additional information. |
| <b>4. Geographic Location:</b><br>Nashua Airport - Boire Field<br>City of Nashua, New Hampshire<br>Hillsborough County, USA   |
| <b>5. If Applicable, Provide Additional Information:</b><br>See attached Supplemental Narrative for additional information.   |
| <b>6. Sponsor's Representative:</b> (include address & telephone number)<br>Mr. Chris Lynch<br>Airport Manager<br>Nashua Airport, 93 Perimeter Road, Nashua, NH 03063, (603) 882-0661   |

**Rehabilitate Golf Ramp and Foxtrot Ramp  
NHDOT NO. SBG-12-26-2022 (Pending)**

**Nashua Airport - Boire Field,  
Nashua, New Hampshire**

**Supplemental Narrative  
Page 3 of 4**

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airport. The Area Form was prepared by AHS, Inc. and filed by the NHDOT Bureau of Aeronautics. On February 24, 2014, NHDHR concurred with the recommendations in the report that the context of the Airport does not constitute an historical property.

Copies of the responses received will be kept on file and incorporated into the project as appropriate.

**Project Organizational Chart**

See the attached Organization Chart

**Contractor Bid Tabulation and Engineer's Estimate of Construction Costs**

See the attached Contractor Bid Tabulation and the Engineer's Estimate of Construction Costs.

**Project Cost**

The project cost for this project is \$2,429,892.00. A Grant Application Cost Summary is attached.

**Project Costs breakdown of Major Work Items:**

The project cost for the P-401-1 Airport Bituminous Concrete Pavement is a major work item for this Project.

**Project Schedule:** The project schedule is as shown below.

|  |                    |
|--|--------------------|
| Scoping Meeting.....                             | September 8, 2021  |
| Draft Scope of Work.....                         | September 20, 2021 |
| Finalized Scope.....                             | December 08, 2021  |
| Draft Fee .....                                  | December 20, 2021  |
| Negotiate Fee.....                               | January 20, 2022   |
| Finalize Contract.....                           | January 25, 2022   |
| Start Design.....                                | November 1, 2021   |
| Submit Preliminary Plans.....                    | November 22, 2021  |
| Submit 95% Design Plans and Specs .....          | February 28, 2022  |
| Submit Final (100%) Design Plans and Specs ..... | March 30, 2022     |
| Advertise for Bid.....                           | March 28, 2022     |
| Plans and Specs Available for Bidding .....      | March 28, 2022     |
| Pre-Bid Video Call.....                          | April 11, 2022     |
| Bid Opening .....                                | April 26, 2022     |
| Submit Grant Application.....                    | April 28, 2022     |

Rehabilitate Golf Ramp and Foxtrot Ramp  
NHDOT NO. SBG-12-26-2022 (Pending)

Nashua Airport - Boire Field  
Nashua, New Hampshire

Supplemental Narrative  
Page 4 of 4

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Grants Awarded ..... June 2022\*  
Governor Council Approval ..... July 2022\*

*\*The Award of funding from NHDOT and the FAA is contingent upon the availability of funding from the FAA. The contract for construction will not be awarded until all funds have been issued and approved through Governor and Council. If funding is issued later than anticipated, then there is a possibility that construction will not commence until the spring 2023.*

**Categorical Exclusion:**

See attached Categorical Exclusion Documentation (ARP SOP No. 5.1) – Simple Written Record.

**EO 12372 Statement:**

Program is not covered by E.O. 12372.

**Exhibit A Property Map:**

The Exhibit A Property Map dated August 19, 2005, revised April 3, 2015, and attached to the Grant Application for NHDOT No. SBG-12-15-2015 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.

The above-mentioned Exhibit A Property Map is, therefore, incorporated into this Grant

**The Airport Sponsor's Representative for the purposes of this project will be:**

Mr. Chris Lynch  
Airport Manager  
93 Perimeter Road  
Nashua, New Hampshire 03063  
P: 603-882-0661  
F: 603-881-5415  
chrislynch@nashuaairport.com

Bid Canvas  
 Rehabilitate Golf Ramp and Foxrot Ramp  
 NHDOT No. SBG-12-26-2022  
 Nashua Airport-Boire Field  
 Nashua, New Hampshire  
 April 26, 2022



Prepared By: LCU  
 Checked By: NAJ

| ITEM #             | DESCRIPTION OF ITEM                                   | UNIT | QUANTITY | Engineer's Estimate of Cost (EEEC) |                | Competent Corporation |                | Confidential Pricing, Inc. |                |
|--------------------|---|------|----------|------------------------------------|----------------|-----------------------|----------------|----------------------------|----------------|
|                    |   |      |          | AMOUNT                             | TOTAL          | AMOUNT                | TOTAL          | AMOUNT                     | TOTAL          |
| M-001-1            | Record Drawings and Final Survey                      | LS   | 1        | \$20,000.00                        | \$20,000.00    | \$5,000.00            | \$5,000.00     | \$20,000.00                | \$20,000.00    |
| M-001-2            | Project Photography                                   | LS   | 1        | \$12,000.00                        | \$12,000.00    | \$2,000.00            | \$2,000.00     | \$40,000.00                | \$40,000.00    |
| M-001-3            | Orange Construction Fence                             | LF   | 1350     | \$3.00                             | \$4,050.00     | \$17.00               | \$16,300.00    | \$5.00                     | \$6,750.00     |
| M-002-1            | Aircraft Tie-Down Anchor                              | EA   | 174      | \$850.00                           | \$147,900.00   | \$1,000.00            | \$174,000.00   | \$800.00                   | \$139,200.00   |
| C-100-1            | Contractor Quality Control Program (COCP)             | LS   | 1        | \$25,000.00                        | \$25,000.00    | \$102,500.00          | \$102,500.00   | \$15,000.00                | \$15,000.00    |
| C-102-1            | Temporary Seeding and Mulching                        | SY   | 2050     | \$1.25                             | \$2,562.50     | \$1.00                | \$2,050.00     | \$1.50                     | \$3,075.00     |
| C-102-2            | Inlet Protection                                      | EA   | 7        | \$250.00                           | \$1,750.00     | \$250.00              | \$1,750.00     | \$500.00                   | \$3,500.00     |
| C-102-3            | Sediment Log  | LF   | 1370     | \$10.00                            | \$13,700.00    | \$15.00               | \$20,550.00    | \$10.00                    | \$13,700.00    |
| C-102-4            | Inlet Protection (Inlet Filter)                       | EA   | 9        | \$100.00                           | \$900.00       | \$350.00              | \$3,150.00     | \$250.00                   | \$2,250.00     |
| C-102-5            | Installation and Removal of Salt Fence                | LF   | 620      | \$6.00                             | \$3,720.00     | \$5.00                | \$3,100.00     | \$5.00                     | \$3,100.00     |
| C-102-6            | Stormwater Pollution Prevention Plan (SWPPP)          | LS   | 1        | \$25,000.00                        | \$25,000.00    | \$14,000.00           | \$14,000.00    | \$10,000.00                | \$10,000.00    |
| C-102-7            | Fertilizing   | TON  | 0.1      | \$4,000.00                         | \$400.00       | \$5,000.00            | \$500.00       | \$35,000.00                | \$2,500.00     |
| C-105-1            | Mobilization  | LS   | 1        | \$150,000.00                       | \$150,000.00   | \$240,000.00          | \$240,000.00   | \$175,000.00               | \$175,000.00   |
| C-105-2            | Engineer's Field Office and Equipment                 | LS   | 1        | \$15,000.00                        | \$15,000.00    | \$14,500.00           | \$14,500.00    | \$10,000.00                | \$10,000.00    |
| P-101-1            | Pavement Removal                                      | SY   | 30700    | \$10.00                            | \$307,000.00   | \$3.00                | \$90,600.00    | \$3.00                     | \$90,600.00    |
| P-101-2            | Cold Milling  | SY   | 630      | \$40.00                            | \$25,200.00    | \$17.00               | \$10,710.00    | \$10.00                    | \$6,300.00     |
| P-101-3            | Remove Existing Tie-Down                              | EA   | 217      | \$150.00                           | \$32,550.00    | \$300.00              | \$71,100.00    | \$250.00                   | \$59,250.00    |
| P-152-1            | Unclassified  | CY   | 6200     | \$20.00                            | \$124,000.00   | \$22.00               | \$136,400.00   | \$15.00                    | \$93,000.00    |
| P-152-2            | Borrow Excavation                                     | CY   | 670      | \$25.00                            | \$16,750.00    | \$5.00                | \$3,350.00     | \$70.00                    | \$47,000.00    |
| P-152-3            | Embankment in Place                                   | CY   | 670      | \$16.00                            | \$10,720.00    | \$12.00               | \$8,040.00     | \$30.00                    | \$20,100.00    |
| P-209-1            | Crushed Aggregate Base Course                         | CY   | 5100     | \$45.00                            | \$230,250.00   | \$68.00               | \$346,800.00   | \$40.00                    | \$204,000.00   |
| P-401-1            | Asphalt Surface & Base Course                         | TON  | 8010     | \$110.00                           | \$881,100.00   | \$138.00              | \$1,105,380.00 | \$125.00                   | \$1,001,250.00 |
| P-603-1            | Emulsified Asphalt Tack Coat                          | GAL  | 2180     | \$7.00                             | \$15,260.00    | \$6.00                | \$13,080.00    | \$5.00                     | \$10,900.00    |
| P-605-1            | Joint Sealing   | LF   | 1500     | \$20.00                            | \$30,000.00    | \$6.00                | \$9,000.00     | \$6.50                     | \$9,750.00     |
| P-620-1            | Surface Preparation                                   | LS   | 1        | \$7,500.00                         | \$7,500.00     | \$1,500.00            | \$1,500.00     | \$1,500.00                 | \$1,500.00     |
| P-620-2            | Markings  | SF   | 3510     | \$2.00                             | \$7,020.00     | \$3.00                | \$10,530.00    | \$3.50                     | \$12,285.00    |
| P-620-3            | Reflective Markings                                   | LB   | 135      | \$5.00                             | \$675.00       | \$15.00               | \$2,025.00     | \$15.00                    | \$2,025.00     |
| P-620-4            | Temporary Runway and Taxiway Marking                  | SF   | 0        | \$2.00                             | \$0.00         | \$0.00                | \$0.00         | \$5.00                     | \$0.00         |
| D-751-1            | Adjust Existing Frame and Cover/Grate                 | EA   | 1        | \$1,000.00                         | \$9,000.00     | \$1,500.00            | \$13,500.00    | \$1,500.00                 | \$13,500.00    |
| D-751-2            | Remove and Replace Existing Frame & Cover/Grate       | EA   | 1        | \$1,000.00                         | \$9,000.00     | \$4,500.00            | \$13,500.00    | \$4,000.00                 | \$12,000.00    |
| T-901-1            | Seeding   | SY   | 2050     | \$2.00                             | \$4,100.00     | \$1.00                | \$2,050.00     | \$1.50                     | \$3,075.00     |
| T-905-1            | Topsoil (Obtained on Site or Removed from Stockpiles) | CY   | 230      | \$15.00                            | \$3,450.00     | \$26.00               | \$5,980.00     | \$15.00                    | \$3,450.00     |
| T-905-2            | Topsoil (Furnished from Off the Site)                 | CY   | 25       | \$30.00                            | \$750.00       | \$74.00               | \$1,850.00     | \$30.00                    | \$750.00       |
| Construction Total |   |      |          | \$1,229,507.50                     | \$2,417,845.00 | \$1,991,710.00        |                |                            |                |



Gale Associates, Inc.  
6 Bedford Farms Drive, Suite 101 | Bedford, NH 03110-6042  
P 603.471.1887 F 603.471.1809  
www.galeassociates.com

April 28, 2022

Ms. Carol Niewola, Senior Aviation Planner  
Bureau of Aeronautics  
John O. Morton Building - Room G31  
PO-Box 483 | 7 Hazen Drive  
Concord, New Hampshire 03302-0483

Re: **Rehabilitate Golf Ramp and Foxtrot Ramp  
Nashua Airport - Boire Field  
~~NHDOT NO. SBG-12-26-2022~~  
Simple Written Record for Categorical Exclusion (CATEX)**

Dear Carol:

Gale Associates, Inc. (Gale) has reviewed FAA Order 1050.1F and FAA Order 5050.4B to evaluate the potential environmental impacts of the above referenced project. This project meets the requirements for a CATEX as described in Section 5-6.4 "Categorical Exclusions for Facility Siting, Construction, and Maintenance", Paragraph (e):

*"Federal financial assistance, licensing, or Airport Layout Plan (ALP) approval for the following actions, provided the action would not result in significant erosion or sedimentation, and will not result in a significant noise increase over noise sensitive areas or result in significant impacts on air quality.*

- *Construction, repair, reconstruction, resurfacing, extending, strengthening, or widening of a taxiway, apron, loading ramp, or runway safety area (RSA), including an RSA using Engineered Material Arresting System (EMAS); or*
- *Reconstruction, resurfacing, extending, strengthening, or widening of an existing runway."*

Furthermore, the project does not appear to involve any extraordinary circumstances, as described in FAA Order 1050.1F, paragraph 5-2, and is listed in FAA Order 5050.4B Table 6-1 as a project not likely to involve any extraordinary circumstances.

Gale respectfully requests that the NHDOT/BA and FAA accept this letter as simple written record of categorical exclusion as defined in Section 7.1 of ARP SOP No. 5.1 (Effective Date: June 2<sup>nd</sup>, 2017).

If you have any further questions regarding this matter please do not hesitate to call me at 603-471-1887 or email me at [nai@gainc.com](mailto:nai@gainc.com).

Thank you for your continued support of Nashua Airport.

Sincerely,

DocuSigned by:

Nicholas J. Ippolito, P.E.  
Chief Aviation Engineer

Cc: File  
Airport Authority Chairman



Nashua Airport Authority  
93 Perimeter Road  
Nashua, New Hampshire 03063  
Tel (603) 882-0661 · Fax (603) 881-5415

**NOTICE TO AIRPORT USERS**  
**NASHUA AIRPORT – BOIRE FIELD**  
Nashua, New Hampshire  
May 2022

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The Nashua Airport Authority is seeking federal and state assistance to fund a project entitled "Rehabilitate Golf Ramp and Foxtrot Ramp". A copy of the Federal Aviation Administration grant application is on file with the Nashua Airport Authority and is available for public review.

DocuSigned by:

*Chris Lynch*

Christopher Lynch  
Airport Manager

## Grant Application Project Cost Summary

Rehabilitate Golf Ramp and Foxtrot Ramp

Nashua Airport - Boire Field

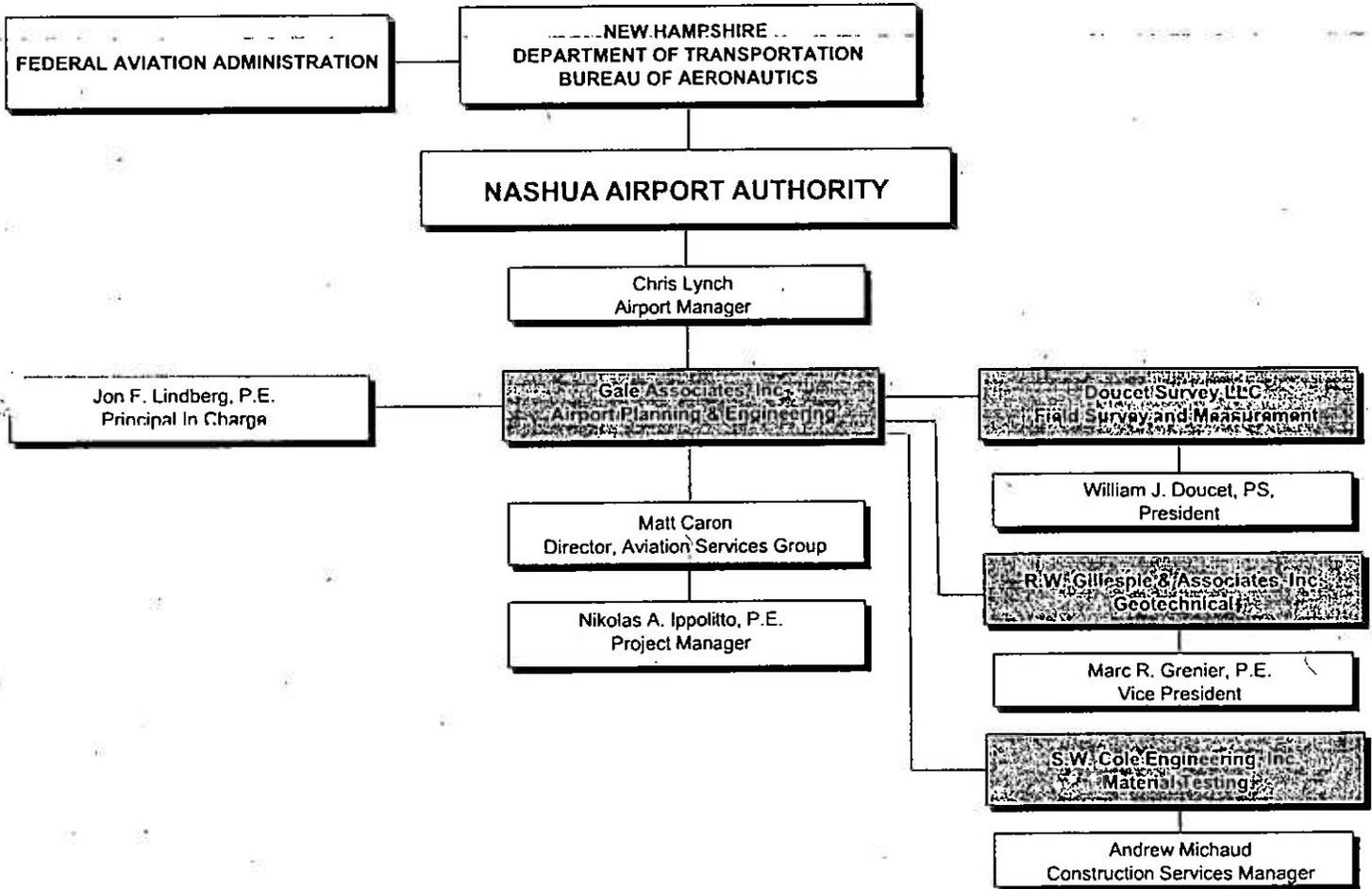
Nashua, New Hampshire

NHDOT NO. SBG-12-26-2022

April 28, 2022

| <b>I. Engineering Basic Fees (Gale Associates, Inc.)</b>  |                                    |                     |                       |
|---|------------------------------------|---------------------|-----------------------|
| <b>Article</b>  | <b>Description</b>                 | <b>Billing Type</b> | <b>Total</b>          |
| A.  | Project Development                |                     |                       |
| A.I   | Project Development                | LS                  | \$20,240.00           |
| A.II  | Field Survey and Measurement       | LS                  | \$20,260.00           |
| A.III   | Geotechnical Investigation         | LS                  | \$39,460.00           |
| B.  | Preliminary, 95%, and Final Design | LS                  | \$68,850.00           |
| C.  | Bidding                            | LS                  | \$11,600.00           |
| D.  | Grant Administration               | LS                  | \$28,100.00           |
| E.  | Construction Administration        | AC+15%              | \$68,340.00           |
| F.  | Project Inspection                 |                     |                       |
| F.I   | Project Inspection                 | AC+15%              | \$126,000.00          |
| F.II  | Material Testing                   | AC+15%              | \$51,075.00           |
| <b>Total Engineering Fee</b>  |                                    |                     | <b>\$433,925</b>      |
| FAA Form 5100-100 - Line 4 "Architectural engineering basic fees"<br>(Articles A, B, C, D, E & F) |                                    |                     | <b>\$433,925</b>      |
| <b>II. Construction and Project Improvement</b>   |                                    |                     |                       |
| Contractor's Bid Amount (AIP Eligible Amount)   |                                    |                     | <b>\$1,991,710.00</b> |
| <b>Total Construction Amount</b>  |                                    |                     | <b>\$1,991,710.00</b> |
| <b>III. Administration Expense</b>  |                                    |                     |                       |
| Sponsor's Expenses<br>(FAA Grant Application - Line 1)  |                                    |                     | <b>\$4,257.00</b>     |
| <b>IV. Total Project Cost</b>   |                                    |                     |                       |
| <b>Total Project Amount</b>   |                                    |                     | <b>\$2,429,892.00</b> |
| FAA Share (90%)   |                                    |                     | <b>\$2,186,902.00</b> |
| NHDOT Share (5%)  |                                    |                     | <b>\$121,495.00</b>   |
| Local Share (5%)  |                                    |                     | <b>\$121,495.00</b>   |

# Project Organization

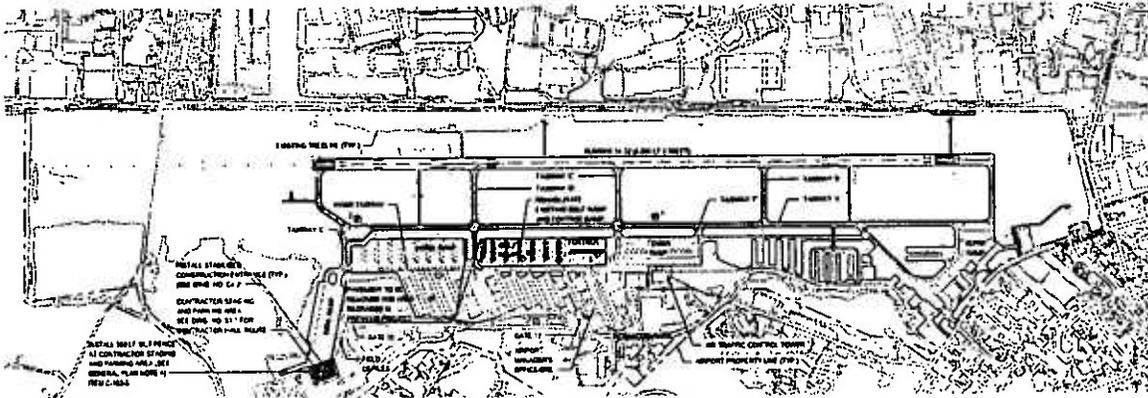


GALE ENGINEERING & SURVEYING, INC.  
 1000 WEST 10TH AVENUE, SUITE 100  
 DENVER, COLORADO 80202  
 (303) 733-1100  
 FAX (303) 733-1101  
 WWW.GALEENGINEERING.COM

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**BID SET**

REHABILITATE GOLF FARM AND FOOTBALL STADIUM  
 A. APPROX. 10000 SQ. FT. MAINTENANCE



**GENERAL PLAN**  
 SCALE: 1" = 100'

**GENERAL PLAN NOTES:**

- FOR SAFETY AND PROTECTION OF OPERATING EQUIPMENT OF OPERATING EQUIPMENT STATIONS AND ALL OTHER EQUIPMENT AND DEVICES, THE CONTRACTOR SHALL MAINTAIN A CLEARANCE OF 10 FEET FROM ALL OPERATING EQUIPMENT AND DEVICES AT ALL TIMES.
- FOR PROTECTION OF OPERATING EQUIPMENT AND DEVICES, THE CONTRACTOR SHALL MAINTAIN A CLEARANCE OF 10 FEET FROM ALL OPERATING EQUIPMENT AND DEVICES AT ALL TIMES.
- FOR PROTECTION OF OPERATING EQUIPMENT AND DEVICES, THE CONTRACTOR SHALL MAINTAIN A CLEARANCE OF 10 FEET FROM ALL OPERATING EQUIPMENT AND DEVICES AT ALL TIMES.

**SURVEY CONTROL NOTES:**

- SURVEY CONTROL POINTS HAVE BEEN PROVIDED TO ASSIST THE CONTRACTOR IN ESTABLISHING HORIZONTAL AND VERTICAL CONTROL FOR THE LAYOUT OF WORK ON THIS PROJECT.
- PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL LOCATE AND CORROBORATE THE LOCATION AND ELEVATIONS OF THE CONTROL POINTS SHOWN IN THE SURVEY CONTROL TABLE AND DISCREPANCIES BETWEEN THE LISTED DATA AND THE CONTRACTOR'S MEASUREMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO THE START OF CONSTRUCTION.
- IF ANY PILES OR SACS SURVEY CONTROL POINTS ARE OBTAINED BY THE CONTRACTOR OR THEIR AGENTS THEY MUST BE REPLACED PRIOR TO THIS PROJECT. CONTROL POINTS SHALL BE INSTALLED TO THE SATISFACTION OF THE ENGINEER AND SHALL MEET ALL APPLICABLE FEDERAL STANDARDS FOR SURVEY CONTROL POINTS.
- ELEVATION DATA ARE BASED ON THE NORTH AMERICAN VELOCITY DATUM OF 1988.

| POINT NUMBER | EASTING  | NORTHING | ELEV.  | DESCRIPTION        |
|--------------|----------|----------|--------|--------------------|
| 10           | 10000.00 | 10000.00 | 100.00 | BRASS SPOKE MARKER |
| 11           | 10000.00 | 10000.00 | 100.00 | BRASS SPOKE MARKER |
| 12           | 10000.00 | 10000.00 | 100.00 | BRASS SPOKE MARKER |
| 13           | 10000.00 | 10000.00 | 100.00 | BRASS SPOKE MARKER |
| 14           | 10000.00 | 10000.00 | 100.00 | BRASS SPOKE MARKER |
| 15           | 10000.00 | 10000.00 | 100.00 | BRASS SPOKE MARKER |

|                  |   |                |
|------------------|---|----------------|
| FIELD SURVEY:    | DOUGLAS SURVEYING, INC.<br>100 WEST PLAZA<br>DENVER, CO 80202                     | DATE: 10/10/01 |
| DESIGN/PLANNING: | G. W. GALE & ASSOCIATES, INC.<br>177 SHANTREE WAY, SUITE 1000<br>DENVER, CO 80202 | DATE: 10/10/01 |

**LEGEND**

- APPROPRIATE PROPERTY LINE
- PROPOSED AIRPORT FENCE LINE
- PHASED SURVEY POINT
- SURVEY CONTROL POINT
- SALT PILE

**GENERAL PLAN**



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-26-2022

Description of Work: Rehabilitate Golf Ramp and Foxtrot Ramp

### 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: Nashua Airport - Boire Field  
Address: 93 Perimeter Road, Nashua NH 03063

**Location 2 (if applicable)**

Name of Location: Gale Associates, Inc.  
Address: 6 Bedford Farms Drive, Suite 101, Bedford, NH 03110

**Location 3 (if applicable)**

Name of Location:  
Address:

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

**Sponsor's Certification**

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

Executed on this 28th day of April, 2022

Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Mr. Chris Lynch

Title of Sponsor's Authorized Official: Airport Manager

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

DocuSigned by:  
*Chris Lynch*  
510C331991A5463...

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.

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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

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Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-26-2022

Description of Work: Rehabilitate Golf Ramp and Foxtrot Ramp

### 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 28th day of April, 2022

Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Mr. Chris Lynch

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official:

DocuSigned by:

*Chris Lynch*

510C331991A5463...

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.

### 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                            |                     |
| Nashua Airport Authority                              |                     |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE |                     |
| Prefix: Mr.   | * First Name: Chris |
| Middle Name:  |                     |
| * Last Name: Lynch                                    | Suffix:             |
| * Title: Airport Manager                              |                     |
| * SIGNATURE:  | * DATE: 04/28/2022  |
| DocuSigned by:<br><i>Chris Lynch</i>                  |                     |
| 510C331991A5463...                                    |                     |

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-26-2022

Description of Work: Rehabilitate Golf Ramp and Foxtrot Ramp

#### 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 28th day of April, 2022

Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Mr. Chris Lynch

Title of Sponsor's Authorized Official: Airport Manager

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

DocuSigned by:

*Chris Lynch*

510C331991A5463...

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.



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-26-2022

Description of Work: Rehabilitate Golf Ramp and Foxtrot Ramp

#### Application

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

#### Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
 Yes    No    N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
 Yes    No    N/A

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

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

Yes  No  N/A

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

Yes  No  N/A

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

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

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

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

Yes  No  N/A

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

Yes  No  N/A

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

**Sponsor's Certification**

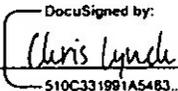
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 28th day of April 2022

Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Mr. Chris Lynch

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official:  510C331991A5483...

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.



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-26-2022

Description of Work: Rehabilitate Golf Ramp and Foxtrot Ramp

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### Application

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

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

### Certification Statements

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

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

Yes  No  N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- 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 or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

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

**Sponsor's Certification**

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

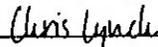
Executed on this 28th day of April, 2022

Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Mr. Chris Lynch

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official:

DocuSigned by:  
  
510C331991A5463...

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.



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-26-2022

Description of Work: Rehabilitate Golf Ramp and Foxtrot Ramp

### Application

49 USC § 47105(d), authorizes the Secretary to require me 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:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. 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:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. 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:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. 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 28th day of April, 2022

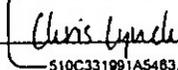
Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Mr. Chris Lynch

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official:

DocuSigned by:

  
510C331991A5483...

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.



FAA  
Airports

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 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 Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- 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.<sup>4,5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1, 2</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

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

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

<sup>3</sup> 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.

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

## **SPECIFIC ASSURANCES**

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

### **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 October 19, 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](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

| 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,<br>Changes 1 - 2  | Airport Master Plans  |
| 150/5070-7<br>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,<br>Changes 1 - 2 | Airport Field Condition Assessments and Winter Operations Safety  |
| 150/5200-31C,<br>Changes 1 - 2 | Airport Emergency Plan  |
| 150/5200-33C                   | Hazardous Wildlife Attractants on or near Airports  |

<sup>1</sup> 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,<br>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,<br>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,<br>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,<br>Change 1      | Standards for Using Remote Sensing Technologies in Airport Surveys   |
| 150/5300-18B,<br>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,<br>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,<br>Change 1       | Standards for Airport Markings   |
| 150/5340-5D                    | Segmented Circle Airport Marker System   |
| 150/5340-18G,<br>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,<br>Change 1     | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects      |
| 150/5100-17,<br>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                        |

EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT "A" PROPERTY MAP DATED AUGUST 19, 2005, REVISED APRIL 3, 2015, AND ATTACHED TO THE GRANT APPLICATION FOR NHDOT NO. SBG-12-15-2015 REFLECTS, TO THE BEST OF MY KNOWLEDGE, 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.

DATE: April 28, 2022

Nashua Airport Authority  
NAME OF SPONSOR

DocuSigned by:  
BY: Chris Lynch  
Chris Lynch  
Airport Manager