THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Aeronautics
October 31, 2023

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the Nashua Airport Authority (NAA), (Vendor 154441), for SBG 12-28-2023, to rehabilitate, mark, light and sign Taxiway A as well as the holding bay and associated taxiways, modify the adjacent aircraft aprons, construct drainage and sewer upgrades, and update the Stormwater Pollution Prevention Plan (SWPPP) at Boire Field, Nashua NH. Federal and state participation in the amount of $2,540,760.50 is effective upon Governor and Council approval through September 7, 2027. 95% Federal Funds, 5% State Funds.

Funding is available as follows:

	FY 2024
04-96-96-960030-9342	
FAA Projects	
034-500161 New Construction	$2,540,760.50

EXPLANATION

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

FAA Grant Number	FAA Grant Amount
3-33-SBGP-31-2020	$2,333,292
3-33-SBGP-38-2021	$2,362,166
3-33-SBGP-41-2022	$2,141,795
3-33-SBGP-45-2023	$1,380,485
3-33-SBGP-48-2023	$1,928,648

A total of $2,407,036 (90% of the project cost) is proposed from the grants listed above for this airport development project (SBG 12-28-2023 copy attached) to rehabilitate, mark, light and sign Taxiway A as well as the holding bay and associated taxiways, modify the adjacent aircraft aprons, construct drainage and sewer upgrades, and update the Stormwater Pollution Prevention Plan (SWPPP) at Boire Field, Nashua NH.

This project will rehabilitate Taxiway A, holding bay and associated taxiways. The work will include, but is not limited to the following:

- Partial depth pavement rehabilitation
- Environmental mitigation and transplantation of protected species

- Installation of new taxiway edge light, cables, and grounding
- Installation of four (4) new guidance signs
- Drainage and sewer structure modifications
- Installation of pavement markings
- Sediment and erosion control
- Bituminous concrete paving (P-401 Airport Bituminous Concrete Pavement)
- SWPPP Update

Reconstruction of Taxiway A will provide a lasting improvement to the condition of the pavement as well as improved drainage, thereby increasing the safety to pilots, and lowering maintenance costs to the airport.

The project breakdown is as follows:

Sponsor Administration	$ 8,900.00
Resident Engineering (Gale Associates) and Testing	$ 222,700.00
Construction (Continental Paving)	$ 2,442,885.00
Total	$ 2,674,485.00

The Department of Transportation accepts the Federal Funds ($2,407,036) for this project as a pass through to the Nashua Airport Authority (NAA) in accordance with RSA 422:15. State participation in the amount of $133,724.50 (5% of this project) is also requested. The NAA will participate in the amount of $133,724.50 (5% of this project). The total cost of the airport development project, including federal, state, and local share, is $2,674,485.

	TOTAL PROJECT COST		REQUESTED ACTION	
	Cost	%	Cost	%
FAA	$ 2,407,036.00	90%	$ 2,407,036.00	95%
State	$ 133,724.50	5%	$ 133,724.50	5%
NAA	$ 133,724.50	5%	$ -	0%
Total	$ 2,674,485.00	100%	$ 2,540,760.50	100%

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 HB 25-A, L21 Ch 107:1, XIV, 1, Capital Budget.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments
WC/tlsl

U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

Federal Award Offer Date	July 17, 2020
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-031-2020
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 State has submitted a Block Grant Application dated May 22, 2020 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 February 2020, 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 $2,333,292.

Assistance Listings Number (Formerly CFDA Number): 20.106

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 (4/19/2018).

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 August 17, 2020** 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 Two 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.
$749,963 of the total maximum obligation identified on Page Two 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 tem 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 debars 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. 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).

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 eInvoicing 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**. This grant includes 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.

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

Gail Lattrell
Gail Lattrell (Jul 17, 2020 11:18 EDT)

(Signature)

Gail Lattrell

(Typed Name)

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.[1]

Dated July 17, 2020

State of New Hampshire

(Name of Sponsor)

Patrick C. Herlihy

Patrick C. Herlihy (Jul 17, 2020 13:24 EDT)

(Signature of Sponsor's Authorized Official)

By: Patrick C. Herlihy

(Typed Name of Sponsor's Authorized Official)

Title: Director of Aeronautics, Rail and Transit

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF STATE'S ATTORNEY

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

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 July 17, 2020

By: Allison B Greenstein
Allison B Greenstein (Jul 17, 2020 14:07 EDT)

(Signature of Sponsor's Attorney)

U.S. Department
of Transportation
Federal Aviation
Administration

FAA AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2021 AVIATION STATE BLOCK GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

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

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

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

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

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

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

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

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

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

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH

ASH, Boire Field, Nashua, NH

LCI, Laconia Municipal Airport, Gilford, NH

DAW, Skyhaven Airport, Rochester, NH

HIE, Mt. Washington Regional Airport, Whitefield, NH

CNH, Claremont Municipal Airport, Claremont, NH

CON, Concord Municipal Airport, Concord, NH

BML, Berlin Regional Airport, Milan, NH

5B9, Dean Memorial Airport, North Haverhill, NH

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

(a) the State's acceptance of this Offer;

(b) the State's participation in the SBGP;

(c) the Sponsor's adoption and ratification of the Grant Assurance attached hereto; and

(d) the benefits to accrue to the United States and the public from the accomplishment of the Projects at the covered airports and compliance with the Grant Assurances, terms, and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

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

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning;
   $ 2,362,166 airport development or noise program implementation; and,
   $ 0 for land acquisition.

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

   a. Period of Performance:

1. Shall start on the date the State formally accepts this Agreement and is the date signed by the last State signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1)
3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall but subject to the Period of Performance defined in this Agreement.

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall be subject to the Budget Period defined in this Agreement.

c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Requirements for Subgrants.** The State must incorporate all Federal contract provisions that apply to a Project funded with AIP funds, including but not limited to the following in all subgrants issued to Sponsors under this State Block Grant and require compliance by the Sponsors of the covered airports included in this State Block Grant Agreement:

a. The terms and conditions attached to this Grant Agreement;

b. At least one of the following, as applicable:

1. Assurances: Airport Sponsors (February 2020, as updated), or
2. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
3. Assurances: Planning Agency (March 2014); and

c. All information required by 2 CFR 200.332.

4. **Nonprimary Entitlement Funds.** $1,350,000.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are apportioned under 49 U.S.C. § 47114(d), also known as nonprimary entitlement funds.

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

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

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

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

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

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

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

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

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

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

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

*NHB, New Hampshire State Block Grant Program, Concord, NH, COVID Relief KA Funds, $236,216.00;
*NHB, New Hampshire State Block Grant Program, Concord, NH, State Apportionment Funds, $775,950.00

5. **Discretionary Funds.** $0.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are discretionary funds.

6. **State Apportionment.**
$775,950.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by 49 U.S.C. Chapters 471 and 475.

7. **Ineligible or Unallowable Costs.** The State and Sponsor must not include any costs in the projects funded with this Grant that are ineligible or unallowable in accordance with 49 U.S.C. Chapters 471 and 475.

8. **Indirect Costs – State and Sponsor.** The State may allow a Sponsor to charge indirect costs under this award by applying the indirect cost rate, as approved by a Federal cognizant agency and as identified in the subgrant, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the Projects. The State may charge indirect project costs under this Grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

9. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies and procedures of the Secretary, and the Act(s) referenced above, as may be applicable. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

10. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure, and must require the Sponsor to assure, that projects are carried out and completed

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

11. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

12. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 23, 2021**, or such subsequent date as may be prescribed in writing by the FAA.

13. **Improper Use of Federal Funds.** The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any projects upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State and Sponsor, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary.

14. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

15. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
    a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the Sponsor review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

16. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing 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. i. Associated with performance under this Agreement; or
   ii. ii. Imputed to the Sponsor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Condition, including subgrants under this agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Condition:

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

e. You must include the requirements of paragraph a. of this Condition in any subgrant you make to a Sponsor or private entity.

26. **Exhibit "A" Property Map.** The State and Sponsor will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

27. **Employee Protection from Reprisals.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2), information that the employee reasonably believes is evidence of:
   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered - The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;

iv. A Federal office or employee responsible for oversight of a grant program;

v. A court or grand jury;

vi. A management office of the grantee or subgrantee; or

vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

b. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.

28. Reporting Subgrants and Executive Compensation.

a. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates $25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).

2. The State must report each subgrant to http://www.fsrs.gov.

3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)

4. The State must report the information about each obligating action specified in the submission instructions posted at http://www.fsrs.gov.

b. State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this grant is $25,000 or more;

ii. in the preceding fiscal year, the State received—

a) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and

b) $25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial

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

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

2. The State must report its executive total compensation:
   i. As part of the State's registration profile at http://www.sam.gov.
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

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

d. Exemptions

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

   Subgrants, and

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

SPECIAL CONDITIONS

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

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

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

Dated July 26, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

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

(Signature)

Gail Lattrell

(Typed Name)

Director

(Title of FAA Official)

Part II - Acceptance

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

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

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

Executed this day of July 27, 2021

State of New Hampshire

(Name of Sponsor)

Patrick C. Herlihy

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

(Signature of State's Designated Official Representative)

By: Patrick C. Herlihy

(Typed Name of State's Designated Official Representative)

Title: Director of Aeronautics, Rail and Transit

(Title of State's Designated Official Representative)

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

CERTIFICATE OF STATE'S ATTORNEY

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

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

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

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

Dated this day of July 29, 2021

By: Allison B. Greenstein

(Signature of State's Attorney)

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

U.S. Department
of Transportation
Federal Aviation
Administration

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
5B9, 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 Transportationâ€™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 Secretaryâ€™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 eInvoicing 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. Buy American Executive Orders. The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

Dated August 9, 2022

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.[1]

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)

[1] 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. Â§Â§ 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.[2]

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)

[2] 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 2023 AVIATION STATE BLOCK GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 8, 2023
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-045-2023
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 June 15, 2023, for a Grant of Federal funds at or associated with New Hampshire, which is a covered airport in New Hampshire and is included as part of this FY 2023 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 2023 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

LCI, Laconia Municipal Airport, Gilford, NH

CNH, Claremont Municipal Airport, Claremont, NH

5B9, Dean Memorial Airport, North Haverhill, NH

NOW THEREFORE, pursuant to and for the purpose of carrying out 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 Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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 State's and Sponsor's adoption and ratification of the Grant Assurances 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 90% of the allowable costs incurred 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 $1,380,485.

   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;
   $1,380,485 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 2(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 State 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 State or Sponsor, as applicable, 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 State or Sponsor, as applicable, 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), 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.** $600,000 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:

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

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

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

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

5. **Discretionary Funds.** $0 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.** $780,485 of the total maximum obligation identified in Condition No. 1, Maximum Obligation, 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, the 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, 49 U.S.C. Chapters 471 and 475, the 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 or a 25 percent reduction in time devoted to the project. The report must include a

reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached grant 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 15, 2023**, 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 eInvoicing 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, subject to the availability of funds, 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 and subcontract awarded under this Grant.

21. **Build America, Buy America.** The State and Sponsor, as applicable, 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)(3), 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 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 State or 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, 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 herein for any amount increased over the initial grant amount. The FAA may adjust the Federal Share as applicable through an informal letter of amendment.

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. *Posting of contact Information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

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

1. 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.

2. We as the Federal awarding agency, 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 Grant 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 Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

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

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

i. Associated with performance under this Grant; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant 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.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
   ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
   ii. Includes:
      1. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      2. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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 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.

b. Investigation of Complaints.

1. 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.

2. 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.

3. 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).

c. Remedy and Enforcement Authority.

1. 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).

d. The State must insert this clause on employee protection from reprisal in all subgrants that result from this Grant Agreement.

29. **Co-Sponsor**. If the State awards a subgrant to an airport with more than one Sponsor, the State will require all the Co-Sponsors to understand and agree that they jointly and severally adopt and ratify

the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

30. **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, 2024, the subgrant must be reported by no later than December 31, 2024.

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

31. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The State or Sponsor, as applicable, agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

32. **Critical Infrastructure Security and Resilience.** The State or Sponsor, as applicable, acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

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.

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 8, 2023

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Julie Seltsam-Wilps
Julie Seltsam-Wilps (Sep 8, 2023 09:05 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.[1]

Executed this day of September 8, 2023

State of New Hampshire

(Name of Sponsor)

Michelle L. Winters

Michelle L. Winters (Sep 8, 2023 11:21 EDT)

(Signature of State's Designated Official Representative)

By: Michelle L. Winters

(Typed Name of State's Designated Official Representative)

Title: Director, Division of Aeronautics, Rail & Tr

(Title of State's Designated Official Representative)

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

CERTIFICATE OF STATE'S ATTORNEY

I, Samuel Burgess, 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); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Consolidated Appropriations Act, 2023 (Public Law 117-328). In addition, for subgrants awarded under this Grant involving projects to be carried out on property not owned by the State or appropriate Sponsor, there are no legal impediments that will prevent full performance by the State or Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

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

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

Dated this day of September 8, 2023

By: Samuel Burgess

(Signature of State's Attorney)

[2] 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 2023 AVIATION STATE BLOCK GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 8, 2023
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-048-2023
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 June 15, 2023, for a Grant of Federal funds at or associated with New Hampshire, which is a covered airport in New Hampshire and is included as part of this FY 2023 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 2023 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 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 Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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 State's and Sponsor's adoption and ratification of the Grant Assurances 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 90% of the allowable costs incurred 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 $1,928,648.

   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;
   $1,928,648 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 2(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 State 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 State or Sponsor, as applicable, 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 State or Sponsor, as applicable, 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), 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 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:

Not Applicable

5. **Discretionary Funds.** $1,928,648 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, Rehabilitate Taxiway A Phase II – Construction, $1,928,648

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

6. **State Apportionment.** $0 of the total maximum obligation identified in Condition No. 1, Maximum Obligation, 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, the 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, 49 U.S.C. Chapters 471 and 475, the 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 or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached grant 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 15, 2023**, 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 eInvoicing 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, subject to the availability of funds, 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 and subcontract awarded under this Grant.

21. **Build America, Buy America.** The State and Sponsor, as applicable, 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)(3), 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 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 State or 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, 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 herein for any amount increased over the initial grant amount. The FAA may adjust the Federal Share as applicable through an informal letter of amendment.

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. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

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

1. 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.

2. We as the Federal awarding agency, 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 Grant 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 Grant Condition through conduct that is either –

      a) Associated with performance under this Grant; or

      b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

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

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

   i. Associated with performance under this Grant; or

   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant 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.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:
   1. "Employee" means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. "Private entity":
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
      ii. Includes:
         1. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
         2. A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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 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.

b. Investigation of Complaints.

1. 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.

2. 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.

3. 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).

c. Remedy and Enforcement Authority.

1. 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).

d. The State must insert this clause on employee protection from reprisal in all subgrants that result from this Grant Agreement.

29. **Co-Sponsor.** If the State awards a subgrant to an airport with more than one Sponsor, the State will require all the Co-Sponsors to understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

30. **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, 2024, the subgrant must be reported by no later than December 31, 2024.

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, an

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

31. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The State or Sponsor, as applicable, agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

32. **Critical Infrastructure Security and Resilience.** The State or Sponsor, as applicable, acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

33. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

34. **Utility Relocation in Project.** The Sponsor understands and agrees that:

    a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

    b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and

    c. The utilities exclusively serve the Airport.

35. **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, 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, or repaired with Federal 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:

        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 rehabilitation.

        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 current version of Advisory Circular 150/5380-6, 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.

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

a. Furnish a construction management program to the FAA 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.

b. 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.

c. 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.

d. 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.

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

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

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

Dated September 8, 2023

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Julie Seltsam-Wilps
Julie Seltsam-Wilps (Sep 8, 2023 09:10 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.[1]

Executed this day of September 8, 2023

State of New Hampshire

(Name of Sponsor)

Michelle L. Winters

Michelle L. Winters (Sep 8, 2023 11:25 EDT)

(Signature of State's Designated Official Representative)

By: Michelle L. Winters

(Typed Name of State's Designated Official Representative)

Title: Director, Division of Aeronautics, Rail & Tr

(Title of State's Designated Official Representative)

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

CERTIFICATE OF STATE'S ATTORNEY

I, Samuel Burgess, 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); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Consolidated Appropriations Act, 2023 (Public Law 117-328). In addition, for subgrants awarded under this Grant involving projects to be carried out on property not owned by the State or appropriate Sponsor, there are no legal impediments that will prevent full performance by the State or Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

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

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

Dated this day of September 8, 2023

By: Samuel Burgess
(Signature of State's Attorney)

[2] 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

GRANT AGREEMENT

FY 2023 Airport Improvement Program (AIP) Funds

PART I – Offer

Date of Offer	October 12, 2023
Airport/Planning Area	Boire Field
State Block Grant Number	SBG 12-28-2023
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 3, 2023, 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, and Sign Taxiway 'A' (approx. 5,200'x40'), Holding Bay and Associated Taxiway; Modify Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update Stormwater Pollution Prevention Plan (SWPPP)

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; Federal Aviation Administration (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, the State, 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 **$2,540,760.50**.

   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
   $2,540,760.50 for airport development or noise program implementation
   $0.00 for land acquisition.

   The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

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

   a. Period of Performance:

      1. 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 7, 2027.

      2. 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:

      1. 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.

      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.

   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 FAA or 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 FAA or 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 Shares 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 13, 2023, 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. **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.

12. **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.

13. **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, Maximum Obligation.

    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.

14. **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.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal and State financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA and State in accordance with 49 U.S.C § 50101, 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 Agreement. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant Agreement.

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

18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligations of the United States and State, 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, or other superseding legislation if applicable, and State share 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.

19. <u>Audits for Public Sponsors</u>. 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 all Federal awards in a fiscal year 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.

20. <u>Suspension or Debarment</u>. 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 debars a contractor, person, or entity.

21. 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.

22. Trafficking in Persons.

A. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

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

1. 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.

2. We, as the State awarding agency, 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 Grant 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 Grant Condition through conduct that is either –

   a) Associated with performance under this Grant; or

   b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

C. *Provision applicable to a recipient other than a private entity.* We, as the State awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

D. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant 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.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

E. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    ii. Includes:

        a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

        b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 3, 2015, is incorporated herein by reference and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a 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 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.

B. Investigation of Complaints.

1. 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.

2. 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.

3. 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).

C. Remedy of Enforcement Authority.

1. 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).

25. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and-policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

26. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA and the State encourage the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

27. **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.

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

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

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

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

    A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and

    B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire; and

    C. 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.

32. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

33. **Utility Relocation in Project.** The Sponsor understands and agrees that:

A. The United States and State will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA and State that the Sponsor is legally responsible for payment of such costs;

B. FAA and State participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and

C. The utilities exclusively serve the Airport.

34. **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, 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, or repaired with Federal 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:

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 rehabilitation.

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 current version of Advisory Circular 150/5380-6, 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 or State as may be required.

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

a. Furnish a construction management program to the FAA and 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.

b. 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 or the State.

c. 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 and State participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and State 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.

d. The FAA and State, at its discretion, reserve the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

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

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Offer.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

(Signature)

Michelle L. Winters
(Typed Name)

Director of Aeronautics, Rail & 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: 11/30/2023

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)

[1] 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.[2]

Executed this 18th day of October, 2023.

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

[2] 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 SPONSOR'S ATTORNEY

I, STEVEN A. BOLTON, 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); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at NASHUA (location) this 19TH day of OCTOBER, 2023

By: _____
(Signature of Sponsor's Attorney)

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

CERTIFICATE OF VOTE

I, 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 18, 2023.

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 19th day of October, 2023.

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 October 19, 2023, 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.

Susan M Clancy
Signature

Name of Notary or Justice of the Peace

10/27/2026
Date of Expiration of Commission

SEAL

SUSAN M. CLANCY
STATE OF
-MY-
COMMISSION
EXPIRES
OCTOBER 27,
2026
NEW HAMPSHIRE
NOTARY PUBLIC

OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

Date Certificate Issued: October 5, 2023 Effective: October 4, 2023

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

That the following policies have been issued to: City of Nashua & Nashua Airport Authority
93 Perimeter Road
Nashua, NH 03063

POLICY TYPE Airport Owners and Operators General Liability Policy

POLICY NUMBER: PR 00209622

POLICY PERIOD: From: May 1, 2023 To: May 1, 2024

COVERAGE	LIMITS OF LIABILITY	
	Each Person	Each Occurence
Comprehensive General Liability	$XXXX	$5,000,000
Personal Injury Liability	$XXXX	$5,000,000
Medical Malpractice Liability	$XXXX	$5,000,000
Hangar Keepers Liability	$1,000,000	$1,000,000
Fire Legal Liability	$XXXX	$100,000
Premises Medical Payments	$3,000	$15,000

LOCATION(S): Boire Field Airport, Nashua, NH

ADDITIONAL INSURED(S): The above certificate holder is included as an Additional Insured as respects the Airport operations of the Named Insured.

Provision has been made to give the Certificate Holder **thirty (30) days notice of cancellation** of the referenced policy or **- ten (10) days for nonpayment of premium -** owed to us. However, we assume no responsibility for the failure of that notice to reach you. This Certificate is issued as a matter of information only and confers no rights upon the document holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, 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.

OLD REPUBLIC AEROSPACE, INC. Representative:

G. Churchill

Agency Name: Gallagher Insurance
Agency Phone: 630-549-3605

2015 Vaughn Road, Suite 300, Kennesaw, GA 30144 | Telephone: (770) 590-4950 Fax: (770) 590-0599

GALEASS-01 LGHIGLIAZZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2023

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

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

PRODUCER
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company (CNA) A, XV	20443
INSURER B : Transportation Insurance Company A(XV)	20494
INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : Lexington Insurance Company A, XV	19437
INSURER E :	
INSURER F :	

INSURED
Gale Associates, Inc.
6 Bedford Farms Drive, Suite 101,
Bedford, NH 03110-6042

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		7037117330	5/1/2023	5/1/2024	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 1,000,000 MED EXP (Any one person) $ 15,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $	
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		7037117327	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		7037117358	5/1/2023	5/1/2024	EACH OCCURRENCE $ 7,000,000 AGGREGATE $ 7,000,000 $	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7037117344	5/1/2023	5/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000	
D	Professional Liab			031711024	5/1/2023	5/1/2024	Per Claim	3,000,000
D				031711024	5/1/2023	5/1/2024	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: NHDOT No. SBG 12-38-2023 Reconstruct Taxiway A, Gale JN 777097
The City of Nashua and the New Hampshire DOT Bureau of Aeronautics shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER

The City of Nashua
Attn: Farrell Woods
93 Perimeter Road
Nashua, NH 03063

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jared Maxwell

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DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☐ Application
- ☒ Changed/Corrected Application

*2. Type of Application
- ☐ New
- ☐ Continuation
- ☒ Revision

* If Revision, select appropriate letter(s): A

* Other (Specify)

RECEIVED
OCT 11 2023
NH AERONAUTICS

*3. Date Received: 10/03/2023

4. Applicant Identifier: ASH

5a. Federal Entity Identifier: ASH

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Nashua

*b. Employer/Taxpayer Identification Number (EIN/TIN): 02-0268661

*c. UEI: DMXGDBYHMTK1

d. Address:

*Street 1: 93 Perimeter Road
Street 2:
*City: Nashua
County/Parish: Hillsborough
*State: Province: NH
*Country: USA: United States
*Zip / Postal Code 03063-1325

e. Organizational Unit:

Department Name: City of Nashua, NH

Division Name: Nashua Airport Authority

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

Prefix: Mr. *First Name: Chris
Middle Name:
*Last Name: Lynch
Suffix:

Title: Airport Manager

Organizational Affiliation: Nashua Airport Authority

*Telephone Number: 603-882-0661 Fax Number: (603) 881-5414

*Email: 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:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

N/A

13. Competition Identification Number:

Title:

N/A

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

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

Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay and Associated Taxiway; Modify Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update Stormwater Pollution Prevention Plan (SWPPP).

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: NH-02 *b. Program/Project: NH-02

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

17. Proposed Project:

*a. Start Date: 08/02/2021 *b. End Date: 09/30/2024

18. Estimated Funding ($):

*a. Federal	$ 2,407,037	$2,407,036.00
*b. Applicant	$ 0	133,724.50
*c. State	$ 133,724	133,724.50
*d. Local	$ 133,724	
*e. Other	$ 0	
*f Program Income		$2,674,485.00
*g. TOTAL	$ 2,674,485	

***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?**

☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Chris

Middle Name:

*Last Name: Lynch

Suffix:

*Title: Airport Manager

*Telephone Number: 603-882-0661 Fax Number: 603-881-5415

* Email: chrislynch@nashuaairport.com

*Signature of Authorized Representative: DocuSigned by: Chris Lynch 510C231991A5463... *Date Signed: 10/03/2023

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Application for Federal Assistance (Development and Equipment Projects)

(FAA Form 5100-100

U.S. Department of Transportation
Federal Aviation Administration

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

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? ☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? ☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. ☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). ☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☒ No ☐ 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:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

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

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 recieved.

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

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

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 8,900
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			222,700
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,442,885
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 2,674,485
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,674,485
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			0
18. **Subtotal** (Lines 16 through 17)			$ 2,674,485
19. Federal Share requested of Line 18			2,407,037 16
20. Grantee share			133,724
21. Other shares			133,724 85
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 2,674,485

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

SECTION C – EXCLUSIONS

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	$
c. Appropriations (by Applicant)	133,724
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	$
h. **TOTAL** - Grantee share	$ 133,724
25. Other Shares	**Amount**
a. State	133,724
b. Other	
c. **TOTAL** - Other Shares	133,724
26. TOTAL NON-FEDERAL FINANCING	$ 267,448

SECTION E – REMARKS
(Attach sheets if additional space is required)

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

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT)

AIRPORT: Nashua Airport - Boire Field

1. Objective:

The objective of this project is to Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modified Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP.

See attached Supplemental Narrative for additional information.

2. Benefits Anticipated:

Reconstruction of Taxiway 'A' will provide a lasting improvement to the condition of the pavement as well as improved drainage, thereby increasing the safety to pilots, and lowering maintenance costs to the airport.

See attached Supplemental Narrative for additional information.

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

Project Administration Services
Engineering Construction Phase Services

See attached Supplemental Narrative for additional information.

4. Geographic Location:

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

5. If Applicable, Provide Additional Information:

See attached Supplemental Narrative for additional information.

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

Mr. Chris Lynch
Airport Manager
Nashua Airport 93 Perimeter Road Nashua, NH 03063, (603) 882-0661

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Supplemental Narrative

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Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modify Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update Stormwater Pollution Prevention Plan (SWPPP)
NHDOT NO. SBG-12-28-2023

Nashua Airport - Boire Field
Nashua, New Hampshire

Supplemental Narrative

Project Purpose:

This project will rehabilitate Taxiway 'A' in its current location, install new taxiway edge lights, and adjust grading around the Taxiway 'D' entrance to parking. The project also includes but is not limited to the following:

- Partial depth pavement rehabilitation
- Environmental mitigation and transplantation of protected species
- Installation of new taxiway edge lights, cables and grounding
- Installation of four (4) new guidance signs
- Drainage and sewer structure modifications
- Installation of Pavement markings

Work on the project will included but not be limit to:

- Sedimentation and erosion control
- Bituminous concrete paving (P-401 Airport Bituminous Concrete Pavement)
- Other work as shown on the Plans, as specified in the Specifications and as directed by the Engineer

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

Project Benefits:

Reconstruction of Taxiway 'A' will provide a lasting improvement to the condition of the pavement as well as improved drainage, thereby increasing the safety to pilots, and lowering maintenance costs to the airport.

Project Approach:

The major tasks under this project will include:

- Project Administration Services
- Rehabilitation of the Airport pavements
- Engineering Construction Phase Services
    - Construction Administration
    - Resident Engineering
    - Material Testing

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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.

Through coordination with NHB, this project will include habitat mitigation for plant species known to exist in the limits of disturbance. NHB has approved mitigation efforts.

Project Disadvantaged Business Enterprise (DBE) Statement

The Nashua Municipal Airport has an overall DBE goal of 1.8% for FAA funded projects in Federal Fiscal Year 2023.

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 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 $2,674,485.00. A Grant Application Cost Summary attached.

Project Costs breakdown of major work items:
The cost of $884,000.00 for the P-401-1 Airport Bituminous Concrete Pavement is a major work item for this project.

Project Schedule: The project schedule is a shown below.

Advertise for Bid	January 22, 2023
Plans and Specs Available for Bidding	January 16, 2023
Pre-Bid Conference	February 1, 2023
Bid Opening	February 28, 2023
Submit Grant Application	March 8, 2023
Grants Awarded	June 2023*
Governor Council Approval	July 2023*
Notice of Award and Contracts to Contractor	July 2023*
Notice Proceed to Contractor	August 2023*
Start Construction	August 2023*
Complete Construction	November 2023*
Closeout Project	December 2023*

**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 2024.*

Categorical Exclusion:
See attached Categorical Exclusion Documentation (ARP SOP No. 5.1)

Federal Funding Program:
The federal funding program that the Airport is requesting funding from is AIP funds.

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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

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Bid Canvas
Taxiway 'A' Rehabilitation-REBID
NHDOT No. SBG-12-23-2021
Nashua Airport-Boire Field
Nashua, New Hampshire
March 1, 2023

GALE

Prepared By: DCQ
Checked By: NAI

Base Bid				Engineer's Estimate of Cost (EEOC)		Sargent		Continental Paving, Inc.	
ITEM #	DESCRIPTION OF ITEM	QUANTITY UNIT	QUANTITY AMOUNT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
C-100-1	Contractor Quality Control Program	LS	1	$100,000.00	$100,000.00	$150,000.00	$150,000.00	$15,000.00	$15,000.00
M-001-1	Record Drawings and Final Survey	LS	1	$25,000.00	$25,000.00	$6,000.00	$6,000.00	$20,000.00	$20,000.00
M-001-2	Project Photography	LS	1	$12,000.00	$12,000.00	$7,000.00	$7,000.00	$24,000.00	$24,000.00
M-001-3	Orange Construction Fence	LF	11000	$3.00	$33,000.00	$3.00	$33,000.00	$3.00	$33,000.00
M-002-1	Habitat Mitigation	LS	1	$50,000.00	$50,000.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00
C-102-1	Temporary Seeding and Mulching	SY	2500	$1.00	$2,500.00	$1.50	$3,750.00	$1.50	$3,750.00
C-102-2	Inlet Protection	EA	46	$250.00	$11,500.00	$200.00	$9,200.00	$500.00	$23,000.00
C-102-3	Sediment Log	LF	1150	$6.00	$6,900.00	$12.00	$13,800.00	$10.00	$11,500.00
C-102-4	Installation and Removal of Silt Fence	LF	1200	$8.00	$9,600.00	$4.00	$4,800.00	$4.50	$5,400.00
C-102-5	Stormwater Pollution Prevention Plan	LS	1	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
C-105-1	Mobilization	LS	1	$150,000.00	$150,000.00	$275,000.00	$275,000.00	$212,000.00	$212,000.00
C-105-2	Engineer's Field Office and Equipment	LS	1	$35,000.00	$35,000.00	$12,500.00	$12,500.00	$10,000.00	$10,000.00
P-101-1	Pavement Removal	SY	28800	$10.00	$288,000.00	$4.00	$115,200.00	$4.00	$115,200.00
P-101-2	Cold Milling	SY	750	$40.00	$30,000.00	$45.00	$33,750.00	$10.00	$7,500.00
P-101-3	Removal of Pipes/Ducts	LF	30	$20.00	$600.00	$80.00	$2,400.00	$100.00	$3,000.00
P-101-4	Removal of Structures	EA	1	$200.00	$200.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
P-152-1	Unclassified Excavation	CY	5000	$12.00	$60,000.00	$22.00	$110,000.00	$18.00	$90,000.00
P-152-2	Borrow Excavation	CY	750	$25.00	$18,750.00	$10.00	$7,500.00	$20.00	$15,000.00
P-152-3	Embankment in Place	CY	500	$16.00	$8,000.00	$14.00	$7,000.00	$30.00	$15,000.00
P-209-1	Crushed Aggregate Base Course	CY	5000	$65.00	$325,000.00	$78.00	$390,000.00	$40.00	$200,000.00
P-401-1	Asphalt Surface & Base Course	TON	6800	$110.00	$748,000.00	$132.00	$897,600.00	$130.00	$884,000.00
P-603-1	Emulsified Asphalt Tack Coat	GAL	2000	$7.00	$14,000.00	$12.00	$24,000.00	$6.00	$12,000.00
P-605-1	Joint Sealing Filler	LF	1200	$20.00	$24,000.00	$16.00	$19,200.00	$5.00	$6,000.00
P-620-1	Surface Preparation	LS	1	$7,500.00	$7,500.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00
P-620-2	Markings	SF	24000	$2.00	$48,000.00	$2.00	$48,000.00	$2.00	$48,000.00
P-620-3	Reflective Media	LB	650	$9.00	$5,850.00	$7.00	$4,550.00	$6.00	$3,900.00
P-620-4	Temporary Runway and Taxiway Marking	SF	24000	$4.00	$96,000.00	$1.00	$24,000.00	$1.55	$37,200.00
D-751-1	Adjust Existing Casting(s)	EA	2	$750.00	$1,500.00	$1,500.00	$3,000.00	$1,000.00	$2,000.00
L-108-1	Trenching for Direct-Buried Cable	LF	10500	$7.00	$73,500.00	$9.00	$94,500.00	$10.00	$105,000.00
L-108-2	No. 8 AWG, 5kV Cables	LF	12100	$3.00	$36,300.00	$3.00	$36,300.00	$3.00	$36,300.00
L-108-3	No. 6 AWG, Solid, Bare Copper Counterpoise	LF	10400	$4.50	$46,800.00	$4.50	$46,800.00	$4.75	$49,400.00
L-125-1	Elevated Taxiway Edge Light (Base Mounted)	EA	67	$1,200.00	$80,400.00	$650.00	$43,550.00	$675.00	$45,225.00
L-125-2	Elevated Taxiway Edge Light (Stake Mounted)	EA	154	$1,000.00	$154,000.00	$850.00	$130,900.00	$880.00	$135,520.00
L-125-3	New Airfield Guidance Sign	EA	4	$12,000.00	$48,000.00	$10,000.00	$40,000.00	$10,800.00	$43,200.00
L-125-4	Remove Existing Taxiway Edge Light	EA	221	$100.00	$22,100.00	$75.00	$16,575.00	$350.00	$77,350.00
L-125-5	Remove Existing Guidonge Sign	EA	4	$750.00	$3,000.00	$2,000.00	$8,000.00	$2,350.00	$9,400.00
T-901-1	Seeding	SY	23500	$2.00	$47,000.00	$0.90	$21,150.00	$1.35	$31,725.00
T-905-1	Topsoil (On Site)	CY	2600	$15.00	$39,000.00	$20.00	$52,000.00	$20.00	$52,000.00
T-905-2	Topsoil (Off Site)	CY	900	$30.00	$27,000.00	$50.00	$45,000.00	$35.00	$31,500.00
		Construction Total =		$2,713,000.00		$2,792,525.00		$2,466,070.00	

Boire Field
Nashua, NH
SBG 12-28-2023

Additional Information on Construction Bid Adjustment

From: Nikolas A. Ippolito <nai@gainc.com>
Sent: Wednesday, October 11, 2023 2:42 PM
To: Niewola, Carol <Carol.L.Niewola@dot.nh.gov>; Danny C. Quirion <dcq@gainc.com>
Subject: RE: ASH: Taxiway A Construction phase - SWPPP question

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello Carol,

Regarding the Construction value, we reduced the amount of the request by the value of the Change Order for the Taxiway 'D' modifications that was added to the Golf Ramp project. That accounts for the amount being reduced by $23,185.00

Nikolas Ippolito, P.E. (NH, MA, VT, ME, FL)
Chief Aviation Engineer
P|603.471.1887 F| 603.471.1809 C|603.854.0629

CPI's Bid:	$2,466,070.00
Remove Taxiway D Modifications:	$23,185.00
AIP-Eligible Construction Amount:	$2,442,885.00

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Categorical Exclusion
(CATEX) Documentation
(ARP SOP No. 5.1)

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and consult with the Airports District Office or Regional Airports Division Office staff about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airports District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location Nashua Airport - Boire Field, KASH, 93 Perimeter Road Nashua NH 03063

Project Title Rehabilitate, Mark, Light and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay; and Associated Taxiways; Modify Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP

Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

See attached narrative

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.

See attached narrative

Identify the appropriate CATEX paragraph(s) from Order 1050.1F (paragraph 5-6.1 through 5-6.6) or 5050.4B (Tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

See attached narrative

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1F, 5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Keep in mind that both construction and operational impacts must be included. Indicate whether or not there would be any effects under the particular resource topic and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

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5-2.b(1) National Historic Preservation Act (NHPA) resources

	YES	NO
Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein and check with your local Airports Division/District Office to determine if a Section 106 finding is required.	☐	☒
Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects.	☐	☒
Is the project area undisturbed? If not, provide information on the prior disturbance (including type and depth of disturbance, if available)	☐	☒
Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO or a tribal representative along with the SHPO may be required.	☐	☒

5-2.b(2) Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1F) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance.	☐	☒
Will project construction or operation physically or constructively "use" any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See 5050.4B Desk Reference Chapter 7.	☐	☒

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	YES	NO
Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties.	☐	☒

5-2.b(3) Threatened or Endangered Species

	YES	NO
Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle.	☒	☐
Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat under the Endangered Species Act? If yes, Section 7 consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated. Provide the Biological Assessment and Biological Opinion, if required. Birds Foot Violet is located in areas along Taxiway 'A'. The Birds Foot Violet will be transplanted further away from Taxiway 'A'.	☒	☐
Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize, or mitigate impacts (such as timing windows determined in consultation with the US Fish & Wildlife Service).	☐	☒

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5-2.b (4) Other Resources

Items to consider include:

a. Fish and Wildlife Coordination Act	YES	NO
Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize or mitigate impacts.	☐	☒
b. Wetlands and Other Waters of the U.S.	**YES**	**NO**
Are there any wetlands or other waters of the U.S. in or near the project area?	☒	☐
Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination. If delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands. A field check was done to confirm the presence/absence of wetlands or other waters of the U.S.	☐	☒
If wetlands are present, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact.	☐	☒
Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit?	☐	☒
c. Floodplains	**YES**	**NO**
Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation.	☐	☒

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d. Coastal Resources	**YES**	**NO**
Will the project occur in or impact a coastal zone as defined by the State's Coastal Zone Management Plan? If yes, discuss the project's consistency with the State's CZMP. Attach the consistency determination if applicable.	☐	☒
Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service?	☐	☒
e. National Marine Sanctuaries	**YES**	**NO**
Is a National Marine Sanctuary located in the project area? If yes, discuss the potential for the project to impact that resource.	☐	☒
f. Wilderness Areas	**YES**	**NO**
Is a Wilderness Area located in the project area? If yes, discuss the potential for the project to impact that resource.	☐	☒
g. Farmland	**YES**	**NO**
Is there prime, unique, state or locally important farmland in/near the project area? Describe any significant impacts from the project.	☐	☒
Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006.	☐	☒
h. Energy Supply and Natural Resources	**YES**	**NO**
Will the project change energy requirements or use consumable natural resources either during construction or operations?	☐	☒

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Will the project change aircraft/vehicle traffic patterns that could alter fuel usage either during construction or operations?	☐	☒
i. Wild and Scenic Rivers	**YES**	**NO**
Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project?	☐	☒
Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark?	☐	☒
j. Solid Waste Management	**YES**	**NO**
Does the project (either the construction activity or the completed, operational facility) have the potential to generate significant levels of solid waste? If so, discuss how these will be managed.	☐	☒

5-2.b(5) Disruption of an Established Community

	YES	NO
Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community?	☐	☒
Are residents or businesses being relocated as part of the project?	☐	☒

5-2.b(6) Environmental Justice

	YES	NO
Are there minority and/or low-income populations in/near the project area?	☐	☒

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Will the project cause any disproportionately high and adverse impacts to minority and/or low-income populations? Attach census data if warranted.	☐	☒

5-2.b(7) Surface Transportation

	YES	NO
Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided?	☐	☒
Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred.	☐	☒

5-2.b(8) Noise

	YES	NO
Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix?	☐	☒
Will the project cause a change in airfield configuration, runway use, or flight patterns either during construction or after the project is implemented?	☐	☒
Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations.	☐	☒
Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method. If yes, provide that documentation.	☐	☒
Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour?	☐	☒

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5-2.b(9) Air Quality

	YES	NO
Is the project located in a Clean Air Act non-attainment or maintenance area?	☐	☒
If yes, is it listed as exempt, presumed to conform or will emissions (including construction emissions) from the project be below *de minimis* levels (provide the paragraph citation for the exemption or presumed to conform list below, if applicable) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation.	☐	☒
Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles?	☐	☒
Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendments of 1990 either during construction or operations?	☐	☒

5-2.b (10) Water Quality

	YES	NO
Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.).	☐	☒
Will the project impact any of the identified water resources either during construction or operations? Describe any steps that will be taken to protect water resources during and after construction.	☐	☒
Will the project increase the amount or rate of stormwater runoff either during construction or operations? Describe any steps that will be taken to ensure it will not impact water quality.	☐	☒

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Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts?	☐	☒
Are any water quality related permits required? If yes, list the appropriate permits.	☐	☒

5-2.b(11) Highly Controversial on Environmental Grounds

	YES	NO
Is the project highly controversial? The term "highly controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action.	☐	☒

5-2.b(12) Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located?	☐	☒
Is the project incompatible with surrounding land uses?	☐	☒

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5-2 .b (13) Light Emissions, Visual Effects, and Hazardous Materials

a. Light Emissions and Visual Effects	YES	NO
Will the proposed project produce light emission impacts?	☐	☒
Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts?	☐	☒
b. Hazardous Materials	**YES**	**NO**
Does the project involve or affect hazardous materials?	☐	☒
Will construction take place in an area that contains or previously contained hazardous materials?	☐	☒
If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants?	☐	☒
Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled?	☐	☒

5-2 .b (14) Public Involvement

	YES	NO
Was there any public notification or involvement? If yes, provide documentation.	☐	☒

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5-2 .b (15) Indirect/Secondary/Induced Impacts

	YES	NO
Will the project result in indirect/secondary/induced impacts?	☐	☒
When considered with other past, present, and reasonably foreseeable future projects, on or off airport property and regardless of funding source, would the proposed project result in a significant cumulative impact?	☐	☒

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Permits

List any permits required for the proposed project which have not been previously discussed. Provide details on the status of permits.

No additional permits are required for this project.

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

Erosion and control devices will be installed as shown in the Erosion and Sediment Control plans. Additional devices will be installed as necessary to prevent soil erosion.

This project does not include the installation of any additional imprevious areas.

Birds Foot Violet is located in areas along Taxiway 'A'. The Birds Foot Violet will be transplanted further away from Taxiway 'A'.

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Preparer Information

Point of Contact	Nikolas Ippolito				
Address	6 Bedford Farms Drive, Suite 101				
City	Bedford	**State**	NH	**Zip Code**	03110
Phone	1-603-471-1887		**Email Address**	nai@gainc.com	

Signature DocuSigned by: Nikolas Ippolito CB79ED9E497E45F... Date 4/21/2023

Airport Sponsor Information and Certification (may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact	Chris Lynch				
Address	93 Perimeter Road				
City	Nashua	**State**	NH	**Zip Code**	03063
Phone Number	1-603-882-0661		**Email Address**	chrislynch@nashuaairport.com	
Additional Name(s)			**Additional Email Address(es)**		

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature DocuSigned by: Chris Lynch 510C331991A5463... Date 4/21/2023

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FAA Decision

Having reviewed the above information, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

Name of Airport, LOC ID, and location ASH

Project Title Rehabilitation, Mark, Light, and Sign T/W 'A' (Approx. 5,200' x 40'); Holding Bay and Associated T/W; Modify Adjacent Aprons; Construct Drainage & Sewer Upgrades; Update SWPPP

X No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1.F CATEX that applies 9 5-6.4.e)

____ An Environmental Assessment (EA) is required.

____ An Environmental Impact Statement (EIS) is required.

____ The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Name: CAROL L. NIEWIADA Title SR. AVIATION PLANNER

Responsible ~~FAA~~ NHDOT Official

Signature _____ Date 10-11-2023

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Rehabilitate, Mark, Light and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay; and Associated Taxiways; Modify Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP

NHDOT No. SBG-12-28-2023 April 2023

Give brief, but complete, project description of the proposed project, including all project components, justification, estimate start date and duration of the project. Including connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDS, change in flight procedures, haul routes, new materials or expanded material sources, staging or disposal areas). Attach a sketch or plan of the project. Photos can also be helpful.

This project includes the in-place rehabilitation of Taxiway 'A' which runs parallel to Runway 14-32. The existing pavement has deteriorated. The Taxiway lights will be removed and replaced.

This project will also include the replacing or adjusting of drainage frame and grates and adjusting of sewer frame and covers on existing structures. A few existing aircraft tie-downs will be removed on Hotel Ramp and Golf Ramp along Taxiway 'D' so large aircraft wingtips do not touch the ground. This area along Taxiway 'D' will be regraded so large aircraft will be able to use Taxiway 'D'.

There will be no additional impervious gained in this project. There will be a reduction of pavement on Hotel Ramp and Golf Ramp.

Estimate start date will be October of 2023 and the project will last for approximate 80 calendar days. There will be no change to the existing NAVAIDs or flight procedures.

Please see the attached plan sheet for a general overview of the project.

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.

This project will take place on the southwestern side of Runway 14-32 along the existing parallel Taxiway 'A' and an area in the on the southwestern side of Taxiway 'A' at the intersection of Taxiway 'D'. There are wetlands on the northern section of the project. Some work will be within the 100ft wetland buffer, however there will be no new impervious. On the southern section of the project there are areas of existing protected habitat, which is Bird Foot Violet. The Bird Foot Violet will need to be relocated in the areas that will be regraded or disturbed during construction. The plan is to transplant the Bird Foot Violet just outside of the limit of grading of Taxiway 'A'.

There are no other unique features within or surrounding the airport property.

Identify the appropriate CATEX paragraph(s) from Order 1050.1F or 5050.4B that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

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Per Order 1050.1F (current) Section 5-6.4. Categorical Exclusions for Facility Siting, Construction and Maintenance Paragraph e states:

"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."*

The project differs slightly from the specific language of the CATEX because the project will be the rehabilitation of Taxiway 'A' which is the same as saying the repairing of Taxiway 'A'.

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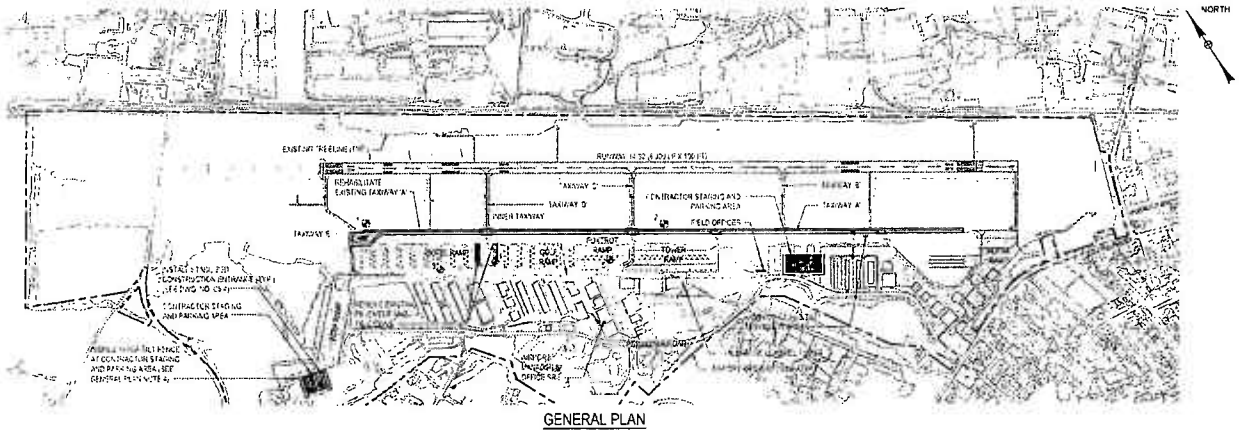

GENERAL PLAN

SCALE: 1" = 200'

GENERAL PLAN NOTES:

1. FOR SAFETY AND PHASING INFORMATION, INCLUDING INFORMATION ABOUT CONTRACTOR STAGING AREAS, HAUL ROUTES AND SAFETY AREAS, SEE DWGS. NOS. G1.1 AND G1.2 THROUGH G1.3.
2. FOR PAVEMENT RECONSTRUCTION, MAINTENANCE AND CONSTRUCTION INFORMATION, INCLUDING GEOMETRY, GRADING, DRAINAGE AND EROSION CONTROL, SEE DWGS. NOS. C1.1 THROUGH C1.5.
3. FOR PAVEMENT MARKING INFORMATION, SEE DWG. NO. C1.1 THROUGH C1.4.
4. FOR ADDITIONAL SILT FENCE ALONG TAXIWAY A, SEE DWG. NO. C1.5 DRAWING C1.4.

SURVEY CONTROL NOTES:

1. SURVEY CONTROL POINTS HAVE BEEN PROVIDED TO ASSIST THE CONTRACTOR IN ESTABLISHING HORIZONTAL AND VERTICAL CONTROL FOR THE LAYOUT OF WORK ON THIS PROJECT.
2. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN ALL SURVEY CONTROL POINTS DURING CONSTRUCTION. ALL WORK TO ENSURE SURVEY POINTS ARE MAINTAINED SHALL BE INCIDENTAL TO THE OVERALL PROJECT.
3. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL LOCATE AND CONFIRM THE DISTANCES AND ELEVATIONS OF THE CONTROL POINTS SHOWN IN THE SURVEY CONTROL TABLE. ANY DISCREPANCIES BETWEEN THE PUBLISHED DATA AND THE CONTRACTORS MEASUREMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO THE START OF CONSTRUCTION.
4. IF ANY CONTROL POINTS ARE DISTURBED BY THE CONTRACTOR OR THEIR AGENTS THEY MUST BE REPAIRED PRIOR TO FINAL PROJECT CLOSEOUT. POINTS SHALL BE INSTALLED TO THE SATISFACTION OF THE ENGINEER AND SHALL MEET ALL APPLICABLE NGS STANDARDS FOR HORIZONTAL CONTROL POINTS.
5. ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

SURVEY CONTROL TABLE

POINT NUMBER	NORTHING	EASTING	ELEV	DESCRIPTION
1	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]

PROJECT SUBCONSULTANTS

FIELD SURVEY	[illegible]	[illegible]
GEOTECHNICAL	[illegible]	[illegible]
ENVIRONMENTAL	[illegible]	[illegible]

LEGEND

- AIRPORT PROPERTY LINE
- PROPOSED APRON PAVEMENT
- PLANE SAUS SURVEY MONUMENT
- SURVEY CONTROL POINT
- SILT FENCE

GALE

BID SET

PROJECT: REHABILITATE, MARK, LIGHT AND SIGN TAXIWAY "A" (APPROX. 5,200 LF X 50 FT), HOLDING BAY AND ASSOCIATED TAXIWAYS; ROOFS AND ADJACENT APRONS; CONSTRUCT DRAINAGE AND SEWER IMPROVEMENTS, AND UPDATE SWPPP

OWNER: JA AIRPORT - BOIRE FIELD NASHUA, NEW HAMPSHIRE

NO.	DATE	DESCRIPTION	BY

PROJECT NO. [illegible]
DATE [illegible]
DESIGNED BY [illegible]
DRAWN BY [illegible]
CHECKED BY [illegible]
DATE [illegible]
DRAWING SCALE 1:X

GRAPHIC SCALE

SHEET TITLE: GENERAL PLAN

DRAWING NO. G1.3

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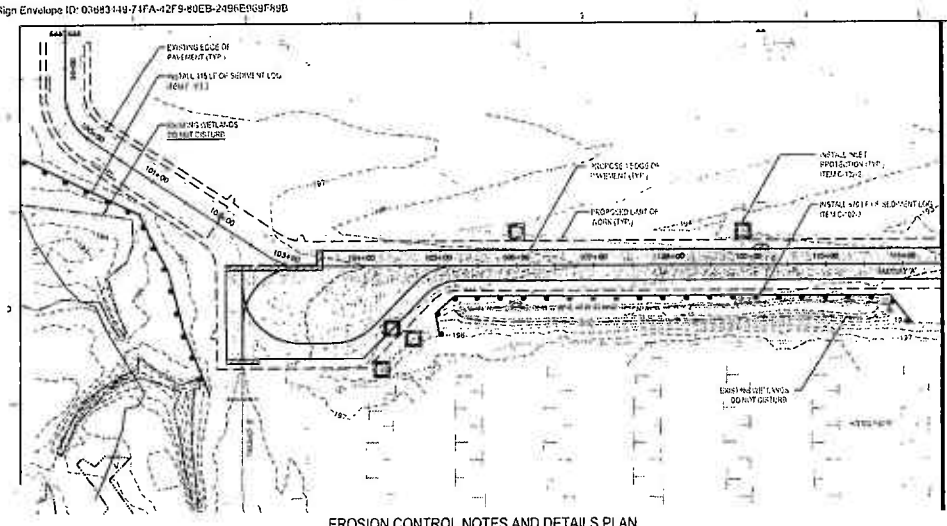

EROSION CONTROL NOTES AND DETAILS PLAN

TAXIWAY 'A' STA. 16+11.70 TO STA. 17+14.50
SCALE: 1" = 40'

LEGEND

- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- SAWCUT AND SEAL PAVEMENT JOINT
- MILLED PAVEMENT TRANSITION
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED AIRPORT PAVEMENT
- EXISTING DRAINAGE MANHOLE
- EXISTING CATCH BASIN
- EXISTING WETLAND
- PROPOSED INLET PROTECTION
- SILT — PROPOSED SILT FENCE
- PROPOSED WOOD WALK LOG

EROSION AND SEDIMENT CONTROL NOTES:

1. ALL SILT FENCE, PERIMETER BERMS, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBANCE ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UPSLOPE LAND DISTURBANCE TAKES PLACE.
2. THE CONTRACTOR SHALL ENSURE THAT ALL RUNOFF FROM UNFURBISHED AREAS IS DIRECTED TO THE SEDIMENT CONTROL DEVICES AND SHALL NOT REPORT ANY EROSION OR SEDIMENT CONTROL MEASURES UNTIL THE AREAS DRAINING TO THEM ARE STABILIZED TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL INSPECT DAILY AND MAINTAIN CONTINUOUSLY IN EFFECTIVE OPERATING CONDITION ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS AND SPECIFICATIONS.
3. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES ARISING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES (BMPS) TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION. THE CONTRACTOR SHALL INSTALL AND MAINTAIN AT NO ADDITIONAL COST TO THE OWNER ANY ADDITIONAL EROSION CONTROL MEASURES DEEMED NECESSARY FOR PERMIT COMPLIANCE BY THE CONTRACTOR, THE OWNER AND/OR THEIR REPRESENTATIVES, CHIEFY FEDERAL STATE LOCAL GOVERNMENT INSPECTORS.
4. CONSTRUCTION ENTRANCE(S) SHALL BE INSTALLED CONCURRENTLY WITH HAULING AND EARTHWORK OPERATIONS. THE CONTRACTOR SHALL PROTECT ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS TO PREVENT THE DEPOSITION OF MATERIALS ONTO TRAVERSED PUBLIC THOROUGHFARES. ALL MATERIALS DEPOSITED ONTO PUBLIC THOROUGHFARES SHALL BE REMOVED IMMEDIATELY.
5. THE CONTRACTOR SHALL APPLY LOAM, SEED AND MULCH, OR OTHER APPROVED STABILIZATION MEASURES TO ALL DISTURBED AREAS IMMEDIATELY UPON CONSTRUCTION AND AS MUCH SOONER TO STABILIZE CONTROLLED STABILIZATION.
6. STOCKPILES WHICH HAVE NOT BEEN USED FOR SEVEN (7) CALENDAR DAYS, SHALL BE COVERED (TREATED), STABILIZED THROUGH THE APPLICATION OF SEED OR OTHER APPROVED STABILIZATION MEASURES.
7. ALL CATCH BASINS AND OTHER DRAIN INLETS WHICH MAY RECEIVE STORMWATER FROM DISTURBED AREAS SHALL BE PROVIDED WITH SUITABLE INLET PROTECTION CONSISTING OF A FILTER FABRIC PLACED UNDER THE GRATE. A CONCEALED ROW OF STRAW BALES AROUND THE INLET GRATE SHALL ALSO BE INSTALLED AND MAINTAINED UNTIL PAVING OR FINAL STABILIZATION HAS BEEN COMPLETED.
8. EFFLUENT FROM DEWATERING OPERATIONS AND LINE FLUSHING DISCHARGES SHALL BE DIRECTED INTO FIBER MATS, VETIVER, RIPRAP, OR NATURALLY OCCURRING GROUND COVER TO MINIMIZE EROSION. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED EITHER TO SEDIMENT TRAPS, SEDIMENT BASINS, AND/OR FEEDOUT TRAPS FOR SEDIMENT REMOVAL. DEWATERING SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND IN A MANNER THAT DOES NOT ADVERSELY AFFECT AREAS OUTSIDE OF THE LIMIT OF WORK.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING, CALCIUM CHLORIDE, OR OTHER EFFECTIVE MEANS OF CONTROL.
10. ALL WASTE MATERIALS GENERATED AT THE SITE SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF OR STORED IN A SECURELY COVERED CONTAINER IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS. CONTAINER SHALL BE EMPTIED ON A REGULAR BASIS AND AS NECESSARY. NO CONSTRUCTION WASTE OR DEBRIS SHALL BE BURIED ON SITE.
11. FOR THE INTERIM DRAINAGE, THE CONTRACTOR SHALL PROVIDE ADEQUATE SLOPES TO PREVENT WATER FROM STANDING ON THE SURFACE OF LANDS MORE THAN 24 HOURS AFTER THE END OF A STORM EVENT. EXCEPT IN DESIGNATED DRAINAGE COURSES AND SHALL FLOW AREAS WHICH MAY DRAIN AS LONG AS 48 HOURS AFTER THE END OF A STORM EVENT, AND PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS FOR MECHANICAL DISPOSAL.
12. PRIOR TO REMOVAL OF SEDIMENT CONTROL MEASURES THE CONTRACTOR SHALL STABILIZE ALL CONTRIBUTORY DISTURBED AREAS USING AN APPROVED PERMANENT SEED MIXTURE WITH REQUIRED SOIL AMENDMENTS AND AN APPROVED MULCH. AREAS BROUGHT TO FINISHED GRADE DURING THE SEEDING SEASON SHALL BE PERMANENTLY STABILIZED WITHIN FOURTEEN (14) CALENDAR DAYS OF ESTABLISHMENT. WHEN PROPERLY BROUGHT TO FINISHED GRADE DURING THE NON-SEEDING SEASON PERMANENT STABILIZATION IS FOUND TO BE IMPRACTICAL, AN APPROVED TEMPORARY SEED OR OTHER MULCH TASKS MEANS SHALL BE APPLIED TO DISTURBED AREAS.
13. TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE REMOVED WITHIN THIRTY (30) CALENDAR DAYS FOLLOWING ESTABLISHMENT OF PERMANENT STABILIZATION IN ALL CONTRIBUTORY DRAINAGE AREAS. STORMWATER MANAGEMENT STRUCTURES USED TEMPORARILY FOR SEDIMENT CONTROL SHALL BE CLEANED AND CONVERTED TO THEIR PERMANENT CONFIGURATION WITHIN THIS TIME PERIOD AS WELL. ALL STORM DRAINAGE STRUCTURES, GUTTERS, AND PIPES SHALL BE CLEANED OF ALL SEDIMENTS PRIOR TO FINAL PAVEMENT.
14. SEE DWG. NO. L1.1 FOR SILT FENCE TO BE INSTALLED AROUND THE CONTRACTOR STAGING AREA.

GALE

BID SET

PROJECT: REHABILITATE, MARK, LIGHT AND SIGN TAXIWAY 'A' (APPROX. 5,200 LF X 40 FT), HOLDING BAY AND ASSOCIATED TAXIWAYS, MODIFY ADJACENT APRONS, CONSTRUCT DRAINAGE AND SEWER UPGRADES, AND UPDATE SWPPP

OWNER: NASHUA AIRPORT - BOIRE FIELD, NASHUA, NEW HAMPSHIRE

NO.	DATE	REVISIONS	BY

PROJECT NO.	[illegible]
CAD FILE	[illegible]
DESIGNED BY	[illegible]
DRAWN BY	[illegible]
CHECKED BY	[illegible]
DATE	MARCH 2021
DRAWING SCALE	1" = 40'

SHEET TITLE: EROSION CONTROL PLAN, NOTES AND DETAILS (SHEET 1 OF 4)

DRAWING NO. C5.1

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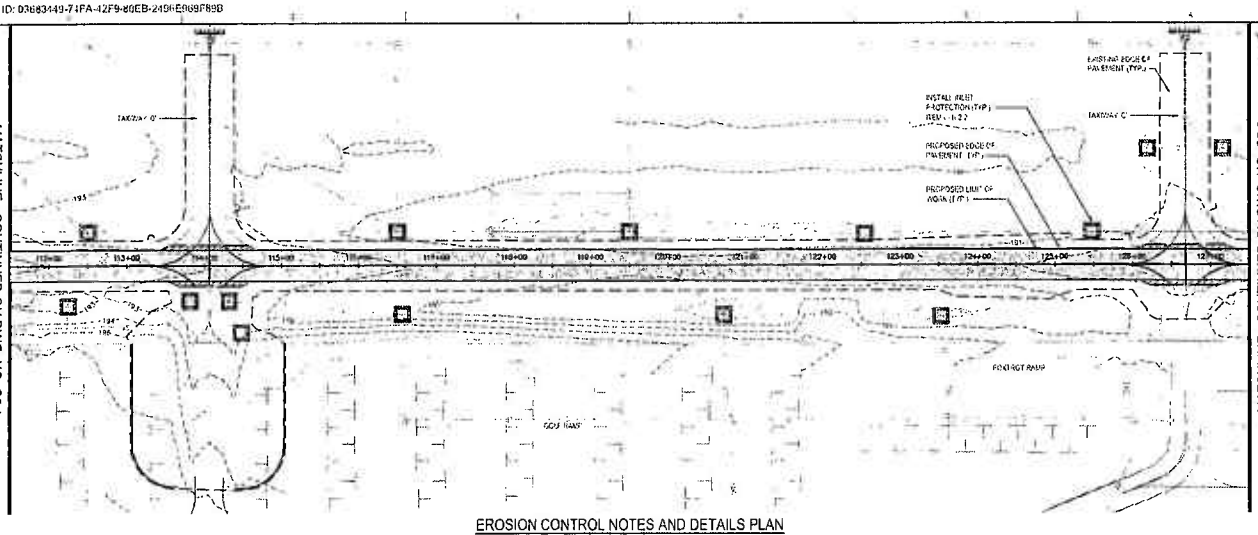


EROSION CONTROL NOTES AND DETAILS PLAN

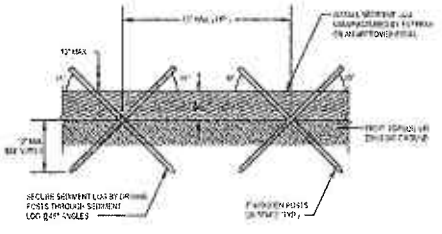
TAXIWAY 'A' STA 111+00.00 TO STA 127+79.00
SCALE: 1" = 40'

EROSION AND SEDIMENT CONTROL NOTES:

1. FOR EROSION AND SEDIMENT CONTROL NOTES, SEE DWG. NO. C5.1.

LEGEND

- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- SAWCUT AND SEAL PAVEMENT JOINT
- MILLED PAVEMENT TRANSITION
- 189 EXISTING MINOR CONTOUR
- 190 EXISTING MAJOR CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED AIRPORT PAVEMENT
- EXISTING DRAINAGE WAY FLOW
- EXISTING CATCH BASIN
- EXISTING WETLAND
- PROPOSED INLET PROTECTION
- SILT PROPOSED SILT FENCE



SEDIMENT LOG NOTES:

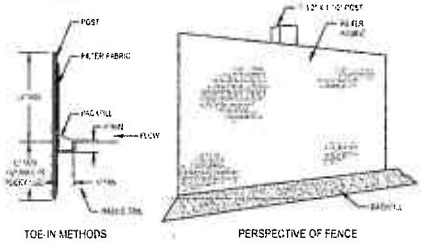
1. DEVICE(S) TO BE INSTALLED AS DIRECTED BY THE ENGINEER.
2. CONTRACTOR SHALL MAINTAIN THE DEVICE(S) FOR THE DURATION OF THE PROJECT.
3. STAKES SHALL BE DRIVEN A MINIMUM OF 12" OR DEEPER IF REQUIRED TO SECURE SEDIMENT LOGS IN PLACE. STAKES SHALL NOT BE DRIVEN STRAIGHT DOWN.
4. GROUND SURFACE UNDER THE LOG SHOULD BE TIGHT WITH LOGS. IN WOODED AREAS PROTRUDING ROOTS AND DEBRIS SHALL BE REMOVED. IN GRASSED AREAS, GRADE OUT SE EITHER MOWED OR CONTRASSED DOWN.

SEDIMENT LOG DETAIL

NTS

SILT FENCE NOTES:

1. MAKE SURE SILT FENCE WORKS EFFECTIVELY TO PREVENT SEDIMENT.
2. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHOULD BE SPLICED BY WRAPPING END STAKES TOGETHER.
3. IN AREAS WHERE THE FLAP CANNOT BE KEYED PROPERLY DUE TO FROZEN GROUND, BEDROCK, STONY SOILS, ROOTS, MEANDERS TO A PROTECTED NATURAL RESOURCE, ETC., THE SILT FENCE SHALL BE ANCHORED WITH AGGREGATE, CRUSHED STONE, EROSION CONTROL MIX, OR OTHER MATERIAL.



TOE-IN METHODS

PERSPECTIVE OF FENCE

SILT FENCE DETAIL

NTS

GALE

BID SET

REHABILITATE, MARK, LIGHT AND SIGN TAXIWAY 'C' APPROX. 5,300 LF X 40 FT; HOLDING BAY AND ASSOCIATED TAXIWAYS; MODIFY ADJACENT APRONS; CONSTRUCT DRAINAGE AND SEWER UPGRADES; AND UPDATE SWPPP

JA AIRPORT - BOIRE FIELD
NASHUA, NEW HAMPSHIRE

NO.	DATE	DESCRIPTION	BY

PROJECT NO. 77777
CONTRACT 77-XXXXXX
DESIGNED BY DCG
DRAWN BY DCG
CHECKED BY NN
DATE MARCH 2021
DRAWING SCALE 1" = 40'

EROSION CONTROL PLAN, NOTES AND DETAILS (SHEET 2 OF 4)

C5.2

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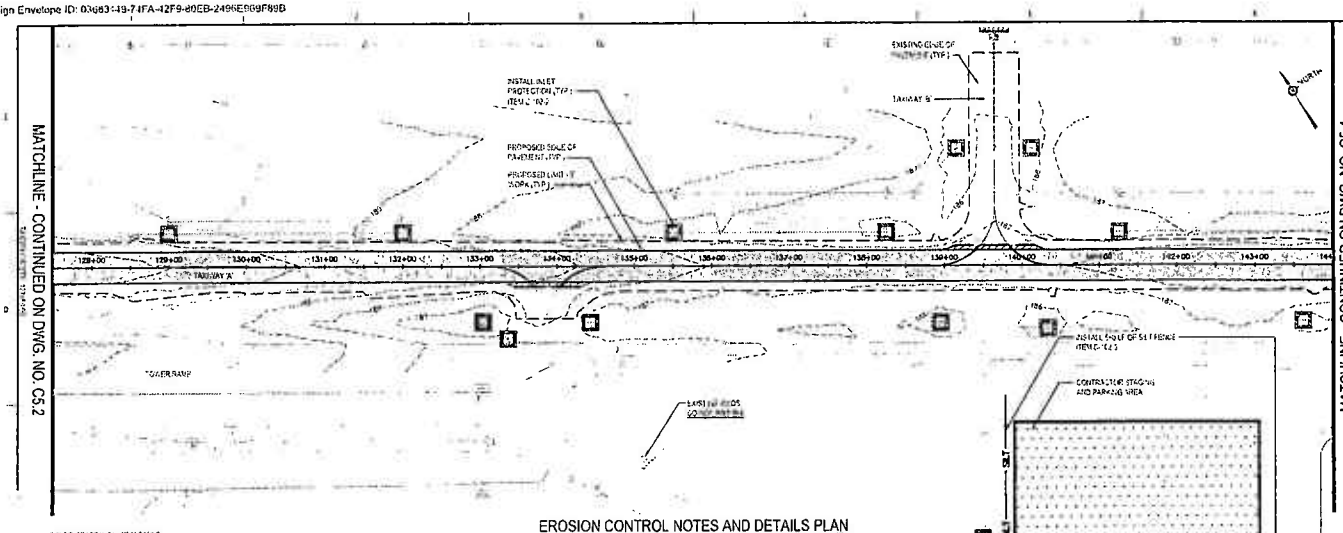
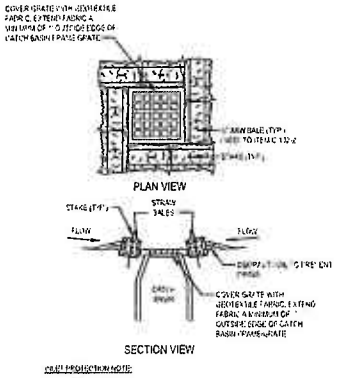


EROSION CONTROL NOTES AND DETAILS PLAN

TAXIWAY 'A' STA. 127+00.00 TO STA. 164+00.00
SCALE: 1" = 40'



INLET PROTECTION NOTE:

- INLET PROTECTION SHALL BE INSTALLED ON ALL EXISTING CATCH BASINS WITHIN THE PROJECT WORK AREAS OR AS DIRECTED BY THE ENGINEER

INLET PROTECTION DETAIL

N.T.S.

EROSION AND SEDIMENT CONTROL NOTES:

1. FOR EROSION AND SEDIMENT CONTROL NOTES, SEE DWG. NO. C4.1

LEGEND

- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- CAWCUT AND SEAL PAVEMENT JOINT
- MILLED PAVEMENT TRANSITION
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED AIRPORT PAVEMENT
- EXISTING DRAINAGE MANHOLE
- EXISTING CATCH BASIN
- EXISTING WETLAND
- PROPOSED INLET PROTECTION
- SILT — PROPOSED SILT FENCE

GALE

Gale Associates, Inc.

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BID SET

PROJECT: REHABILITATE, MARK, LIGHT AND SIGN TAXIWAY 'A' (APPROX. 5,200 LF X 40 FT), HOLDING BAY, AND ASSOCIATED TAXIWAYS; MODIFY ADJACENT APRONS; CONSTRUCT DRAINAGE AND SEWER UPGRADES; AND UPDATE SWPPP

OWNER: NASHUA AIRPORT - BOIRE FIELD, NASHUA, NEW HAMPSHIRE

NO	DATE	DESCRIPTION	BY

PROJECT NO	177297
CADD FILE	177297-11-C51
DESIGNED BY	DCO
DRAWN BY	DCO
CHECKED BY	NAI
DATE	MARCH 2021
DRAWING SCALE	1" = 50'

GRAPHIC SCALE

0 25 50 100

SCALE: 1" = 50'

SHEET TITLE

EROSION CONTROL PLAN, NOTES AND DETAILS (SHEET 3 OF 4)

DRAWING NO.

C5.3

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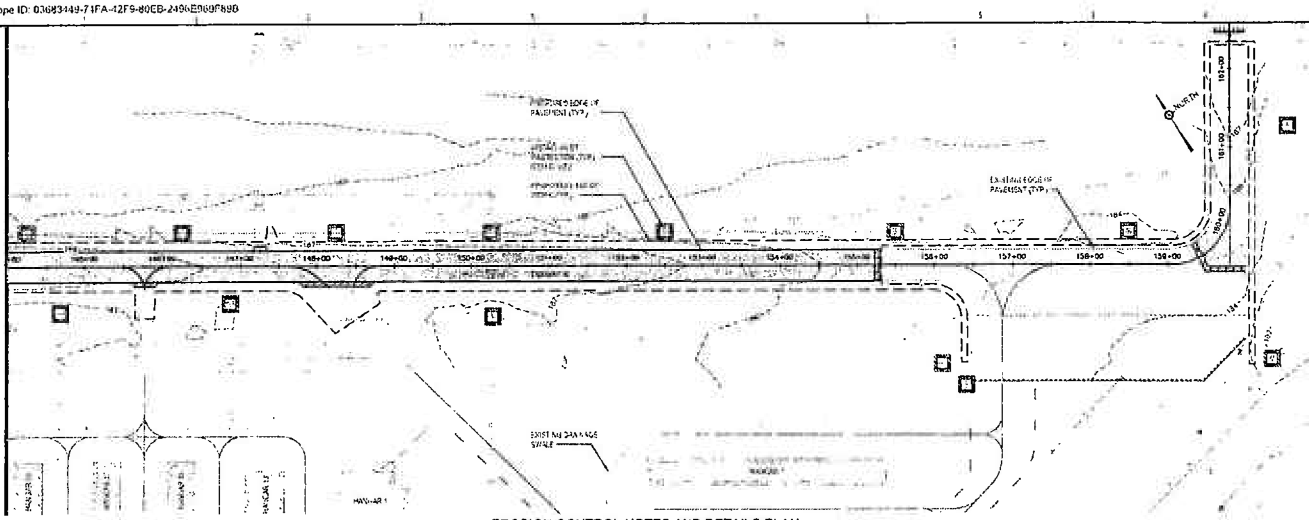
MATCHLINE - CONTINUED ON DWG. NO. C5.3



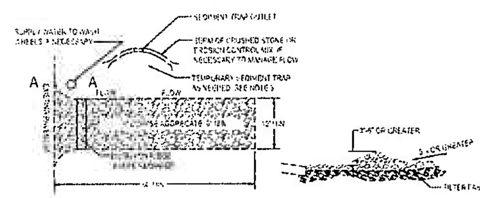
EROSION CONTROL NOTES AND DETAILS PLAN

EROSION AND SEDIMENT CONTROL NOTES:

1. FOR EROSION AND SEDIMENT CONTROL NOTES SEE DWG NO C5.3

LEGEND

- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- SAWCUT AND SEAL PAVEMENT JOINT
- PAVEMENT TRANSITION
- EXISTING MINOR CONTOUR (188)
- EXISTING MAJOR CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED AIRPORT PAVEMENT
- EXISTING DRAINAGE MANHOLE
- EXISTING CATCH BASIN
- EXISTING WETLAND
- PROPOSED INLET PROTECTION
- SILT — PROPOSED SILT FENCE



PLAN VIEW

SECTION A-A

STABILIZED CONSTRUCTION EXIT NOTES:

1. ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC WAYS
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS TO A SEDIMENT TRAP
4. DIVERSION RIDGES ARE REQUIRED WHERE GRADE EXCEEDS 5%
5. PAD SHALL BE INSPECTED WEEKLY AND BEFORE AND AFTER EACH STORM. PAD SHALL BE REPLACED IF VOIDS BECOME FILLED WITH SEDIMENT
6. THERE SHALL BE NO SEPARATE MEASUREMENT FOR PAYMENT FOR THE STABILIZED CONSTRUCTION ENTRANCE/EXIT, BUT RATHER IT SHALL BE CONSIDERED INCIDENTAL TO THE OVERALL PROJECT

STABILIZED CONSTRUCTION ENTRANCE/EXIT

N.T.S.

GALE

Gale Associates, Inc.

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BID SET

PROJECT: REHABILITATE, MARK, LIGHT AND SIGN TAXIWAY 'A' (APPROX. 5,200 LF X 40 FT); HOLDING BAY; AND ASSOCIATED TAXIWAYS; MODIFY ADJACENT APRONS; CONSTRUCT DRAINAGE AND SEWER UPGRADES; AND UPDATE SWPPP

OWNER: NASHUA AIRPORT - BOIRE FIELD, NASHUA, NEW HAMPSHIRE

NO.	DATE	DESCRIPTION	BY
PROJECT NO.	777397		
CADD FILE	777397-11-C01		
DESIGNED BY	OCO		
DRAWN BY	OCO		
CHECKED BY			
DATE	MARCH 2021		
DRAWING SCALE	1" = 40'		

GRAPHIC SCALE

SHEET TITLE

EROSION CONTROL PLAN, NOTES AND DETAILS (SHEET 4 OF 4)

DRAWING NO.

C5.4

25 OF 31

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Notice to Airport Users

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Nashua Airport
BOIRE FIELD

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
April 2023

The Nashua Airport Authority is seeking federal and state assistance to fund a project entitled "**Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modify Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update Stormwater Pollution Prevention Plan (SWPPP)**". 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
510C331991A5463...

Chris Lynch
Airport Manager

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Grant Application Cost Summary

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Grant Application Project Cost Summary

Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT)

Nashua Airport - Boire Field
Nashua, New Hampshire
NHDOT NO. SBG-12-28-2023
October 3, 2023

I. Engineering Basic Fees (Gale Associates, Inc.)

Article	Description	Billing Type	Total
E.	CONSTRUCTION ADMINISTRATION		
I.	Construction Administration	AC+15%	$72,800
F.	TECHNICAL OBSERVATION OF CONSTRUCTION		
I.	Resident Engineering	AC+15%	$95,200
II.	Materials Testing	AC+10%	$54,700

Total Engineering Fee	**$222,700**
FAA Form 5100-100 - Line 4 "Architectural engineering basic fees" (Articles A, B, C & D)	$0
FAA Form 5100-100 - Line 6 "Project inspection fees" (Articles E & F)	$222,700

II. Construction and Project Improvement

Contractor's Bid Amount (AIP Eligible Amount)	$2,442,885.00
Total Construction Amount	**$2,442,885.00**

III. Administration Expense

Sponsor's Expenses (FAA Grant Application - Line 1)	**$8,900.00**

IV. Total Project Cost

Total Project Amount	**$2,674,485.00**
FAA Share (90%)	$2,407,037.00
NHDOT Share (5%)	$133,724.00
Local Share (5%)	$133,724.00

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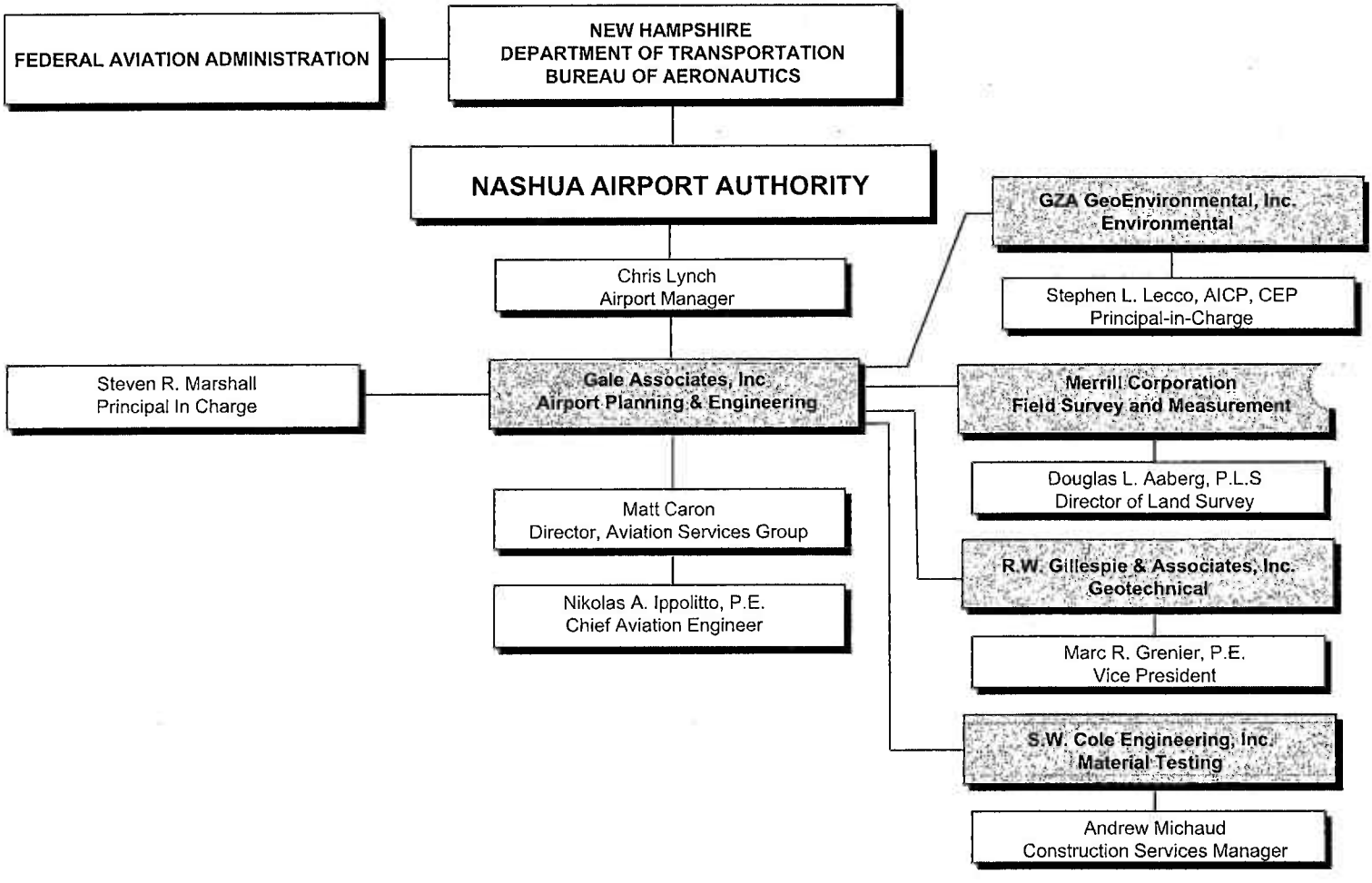
Project Organization Chart

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Project Organization



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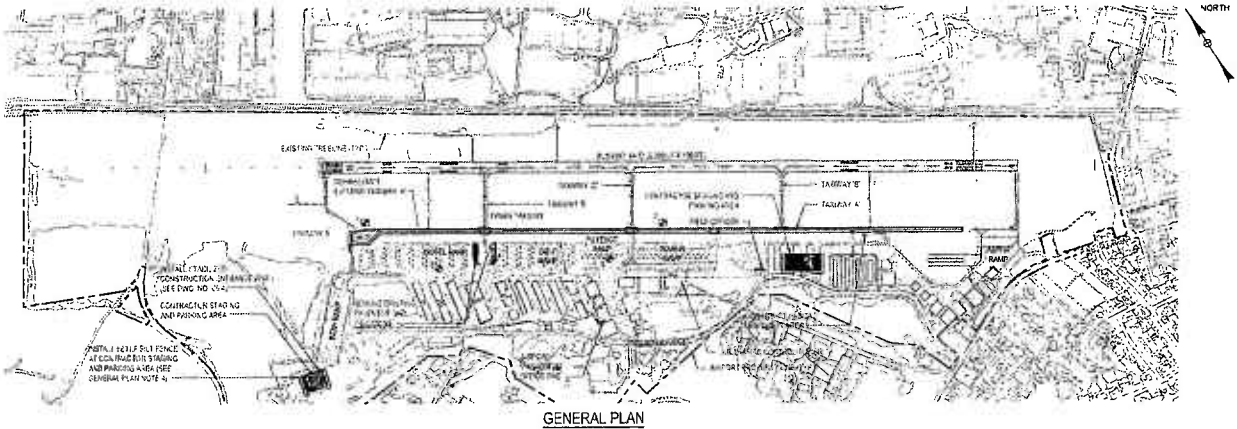
Project Area Sketch



GENERAL PLAN
SCALE: 1" = 400'

GENERAL PLAN NOTES:

1. FOR SAFETY AND PHASING INFORMATION INCLUDING INFORMATION ABOUT CONTRACTOR STAGING AREAS HAUL ROUTES AND SCOPE OF WORK SEE DWG. NOS. G1.1, G2.1 THROUGH G2.3
2. FOR PAVEMENT REHABILITATION, MAINTENANCE AND CONSTRUCTION INFORMATION INCLUDING LIGHTING, MARKING, DRAINAGE AND EROSION CONTROL SEE DWG. NOS. C1.1 THROUGH C1.4
3. FOR PAVEMENT MARKING INFORMATION SEE DWG. NO. C1.1 THROUGH C1.4
4. FOR ADDITIONAL SILT FENCE LOCATIONS SEE DWG. NOS. C5.1 THROUGH C5.4

SURVEY CONTROL NOTES:

1. SURVEY CONTROL POINTS HAVE BEEN PROVIDED TO ASSIST THE CONTRACTOR IN ESTABLISHING HORIZONTAL AND VERTICAL CONTROL FOR THE LAYOUT OF WORK ON THE PROJECT.
2. THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL SURVEY CONTROL POINTS DURING CONSTRUCTION. ALL WORK TO ENSURE SURVEY POINTS ARE MAINTAINED SHALL BE CONSIDERED INCIDENTAL TO THE OVERALL PROJECT.
3. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL LOCATE AND CONFIRM THE DISTANCES AND ELEVATIONS OF THE CONTROL POINTS SHOWN IN THE SURVEY CONTROL TABLE. ANY DISCREPANCIES BETWEEN THE LISTED DATA AND THE OVERALL TERRAIN MEASUREMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO THE START OF CONSTRUCTION.
4. IF ANY CONTROL POINTS ARE DISTURBED BY THE CONTRACTOR OR THEIR AGENTS THEY MUST BE REPAIRED PRIOR TO FINAL PROJECT CLOSEOUT. POINTS SHALL BE INSTALLED TO THE SATISFACTION OF THE ENGINEER AND SHALL MEET ALL APPLICABLE NGSA STANDARDS FOR SURVEY CONTROL POINTS.
5. ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

SURVEY CONTROL TABLE

POINT NUMBER	NORTHING	EASTING	ELEV.	DESCRIPTION
[illegible]	[illegible]	[illegible]	[illegible]	TACC
[illegible]	[illegible]	[illegible]	[illegible]	PALS
[illegible]	[illegible]	[illegible]	[illegible]	MAG NAIL 1/3
[illegible]	[illegible]	[illegible]	[illegible]	MAG NAIL 2/3
[illegible]	[illegible]	[illegible]	[illegible]	MAG NAIL 1/3

PROJECT SUBCONSULTANTS

[illegible]	[illegible] ENGINEERS AND LAND SURVEYORS 407 COURT ST [illegible], MA [illegible]	[illegible]
GEOTECHNICAL	[illegible] [illegible] [illegible], NH [illegible]	(603) [illegible]
ENVIRONMENTAL	GZA GEOENVIRONMENTAL, INC. 1350 MAIN STREET, SUITE 1400 SPRINGFIELD, MA 01103	(413) 726-2100

LEGEND

- AIRPORT PROPERTY LINE
- PROPOSED AIRPORT PAVEMENT
- [illegible]
- SURVEY CONTROL POINT
- SILT FENCE

GALE

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BID SET

PROJECT: REHABILITATE, MARK, LIGHT AND SIGN TAXIWAY 'A' (APPROX. 5,250 LF X 40 FT), HOLDING BAY AND ASSOCIATED TAXIWAYS, MODIFY ADJACENT APRONS, CONSTRUCT DRAINAGE AND SEWER UPGRADES, AND UPDATE SWPPP

NUA AIRPORT - BOIRE FIELD
NASHUA, NEW HAMPSHIRE

NO	DATE	DESCRIPTION	BY

PROJECT NO.	[illegible]
CADD FILE	[illegible]
DESIGNED BY	[illegible]
DRAWN BY	[illegible]
CHECKED BY	[illegible]
DATE	[illegible]
PLOT SCALE	[illegible]

GRAPHIC SCALE
0 200 400 800
SCALE: 1" = 400'

SHEET TITLE
GENERAL PLAN

DRAWING NO.
G1.3

1 OF 31

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Sponsor's Drug-Free Workplace Certification

(FAA Form 5100-130)

U.S. Department of Transportation
Federal Aviation Administration

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

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-28-2023

Description of Work: Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modified Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP.

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 21st day of April , 2023 .

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.

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Sponsor's Certification and Disclosure Regarding Potential Conflicts of Interest

(FAA Form 5100-135)

U.S. Department of Transportation
Federal Aviation Administration

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

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

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-28-2023

Description of Work: Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modified Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP.

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 21st day of April , 2023

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.

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Sponsor's Certification Regarding Lobbying

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: DocuSigned by: Chris Lynch 510C331991A5463... * DATE: 04/21/2023

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Sponsor's Certification on Selection of Consultants

(FAA Form 5100-134)

U.S. Department of Transportation
Federal Aviation Administration

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

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-28-2023

Description of Work: Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modified Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP.

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 contact 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 21st day of April , 2023 .

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.

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Sponsor's Certification of Project Plans and Specifications

(FAA Form 5100-132)

U.S. Department of Transportation
Federal Aviation Administration

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

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-28-2023

Description of Work: Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modified Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP.

Application

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

Certification Statements

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

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☐ Yes ☐ No ☒ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☒ N/A

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

☐ Yes ☐ No ☒ N/A

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this 21st day of April , 2023 .

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.

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Sponsor's Certification of Equipment and Construction Contracts

(FAA Form 5100-131)

U.S. Department of Transportation
Federal Aviation Administration

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

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: NHDOT #.SBG-12-28-2023

Description of Work: Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modified Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP.

Application

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

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

Certification Statements

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

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

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   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

   c. 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:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. 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:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this 21st day of April , 2023 .

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.

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

Construction Project Final Acceptance

Airport Improvement Program Sponsor Certification

(FAA Form 5100-129)

U.S. Department of Transportation
Federal Aviation Administration

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-12-28-2023

Description of Work: Rehabilitate, Mark, Light, and Sign Taxiway 'A' (Approx. 5,200 LF X 40 FT), Holding Bay, and Associated Taxiways; Modified Adjacent Aprons; Construct Drainage and Sewer Upgrades; and Update SWPPP.

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 (Oder 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 21st day of April , 2023 .

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.

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Airport Sponsor's Grant Assurances

DocuSign Envelope ID: 03683449-74FA-42F9-80EB-2496E969F89B

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

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[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

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

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

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

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

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

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

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

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

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

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

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

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

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

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

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

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

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

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

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

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

e. Required Contract Provisions.

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

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

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

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

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

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of 11/17/2022.

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.

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Advisory Circular (AC) Checklist

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FAA
Airports

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

Updated: 11/17/2022

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

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

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

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

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
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

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
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 ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

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

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Airport Exhibit 'A' Statement

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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 21, 2023

Nashua Airport Authority
NAME OF SPONSOR

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

Chris Lynch
Airport Manager