

GRC



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

31



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

Bureau of Aeronautics
September 11, 2024

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

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the City of Manchester (Vendor 177433), AIP-145 to construct a cargo apron - install a snow melter, Phase IV at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$1,560,714 is effective upon Governor and Council approval through September 2, 2028. 95% Federal Funds, 5% State Funds.

Funding is available as follows:	<u>FY 2025</u>
04-96-96-960030-9342	
FAA Projects	
034-500161 New Construction	\$1,478,571
04-96-96-960030-1335	
FAA Projects	
034-500161 New Construction	\$ <u>82,143</u>
Total	\$1,560,714

EXPLANATION

The Federal Aviation Administration (FAA) has awarded a grant for \$1,478,571 (copy attached), which represents 90% to fund, AIP-145, to construct a cargo apron - install a snow melter, Phase IV at the Manchester-Boston Regional Airport (MHT). The federal funds granted are only a portion of the FAA funds requested by the airport sponsor for this phase of the project as there were other competing priorities in the New England region that reduced the amount available for this project. As such, \$299,277 of the project was deemed an ineligible expense for this grant and the airport sponsor made the decision to move the project forward and pay for the additional expenses not granted by the FAA.

The FAA has granted phases of this project as funding becomes available. Previous phases of this project were approved by Governor and Executive Council, see listing below, and the full grant packages are attached for reference.

- Phase I, AIP-135 as Item #15A on July 12, 2022
- Phase II, AIP-138 as Item #26B on August 17, 2022
- Phase III, AIP-141 as Item #30 on October 4, 2023

Phase IV of this project will construct/install a five-unit snow melting systems adjacent to the West Cargo Apron. The benefits of this project are as follows:

1. Economy- the cost of operating the five-unit snow melter with one loader is less expensive than creating stockpiles and transferring the stockpiles to another location via multiple truck loads.
2. Safety- reduces the number of trucks operating on the active apron. Additional unnecessary vehicle in the aircraft operation area can cause conflicts and pose additional risks.
3. Environmental- snow melter use assures that the stormwater is treated prior to final discharge into the surface water and provides a mechanism for screening out any debris that may be present.
4. Airport Operations- snow and ice patrol at the airport is a demanding, complex and dynamic endeavor for airport operations staff and the use of snow melters limits the time and effort of staff to be operating in the aircraft movement area.

The project breakdown is as follows:

Construction (R.S Audley, Inc.) (bid tabulation for entire project attached- all Phases) \$ 1,942,134

The total cost of the project (including FAA, State, and Local funding) is \$1,942,134. The total project costs include \$299,277 that were above the available FAA funding amount and therefore must be paid for by the City of Manchester.

Relative to the grant-funded portion of the project, the Department of Transportation accepts the Federal Funds in the amount \$1,478,571 (90% of the grant-funded project) as a pass through to the City of Manchester in the accordance with RSA 422:15. State participation in the amount of \$82,143 (5% of the grant-funded project) is also requested. The City of Manchester will also provide a matching share of \$82,143 (5% of the grant-funded project) plus 100% of the ineligible amount of \$299,277.

A summary breakdown is as follows:

	PROJECT-RELATED		GRANT-RELATED		REQUESTED ACTION	
	Cost	%	Cost	%	Cost	%
FAA	\$ 1,478,571	76.1%	\$ 1,478,571	90.0%	\$ 1,478,571	94.7%
State	\$ 82,143	4.2%	\$ 82,143	5.0%	\$ 82,143	5.3%
MHT	\$ 381,420	19.7%	\$ 82,143	5.0%		
Total	\$ 1,942,134	100.0%	\$ 1,642,857	100.0%	\$ 1,560,714	100.0%

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2019, 146:1, XVI- A and 2021, 107:1, XIV,1.

Sincerely,



William Cass, P.E.
Commissioner

Attachments
WC/tls

**Snow Melter related bid
items from original Bid
Summary**



BID OPENING:

April 6, 2022 10:00 AM

REVIEWED BID SUMMARY

				R. S. Audley, Inc.		ENGINEER ESTIMATE	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	UNIT TOTAL	ESTIMATED UNIT COST	ESTIMATED UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION - BASE BID							
SCHEDULE A - BASE BID SUBTOTAL					\$ 9,964,661.42		\$ 14,829,885.00

				R. S. Audley, Inc.		ENGINEER ESTIMATE	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	UNIT TOTAL	ESTIMATED UNIT COST	ESTIMATED UNIT TOTAL
SCHEDULE B - CARGO APRON CONSTRUCTION - BASE BID							
C-102-5.1	Installation and Removal of Inlet Protection Filter Bags	EA	9	\$ 360.00	\$ 3,240.00	\$ 300.00	\$ 2,700.00
C-102-5.2	Installation and Removal of Erosion Control Logs	LF	100	\$ 6.00	\$ 600.00	\$ 10.00	\$ 1,000.00
M-300-1	Snow Melter Equipment Package	LS	1	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,300,000.00
M-300-2A	Snow Melter Equipment Manufacturer Installation Assistance	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 50,000.00	\$ 50,000.00
M-300-2B	Snow Melter Equipment Contractor Final Design and Installation	LS	1	\$ 215,000.00	\$ 215,000.00	\$ 500,000.00	\$ 500,000.00
M-300-3	Snow Melter Site Preparation and Site Infrastructure Work	LS	1	\$ 358,000.00	\$ 358,000.00	\$ 300,000.00	\$ 300,000.00
M-300-4	Snow Melter Building and Installation	LS	1	\$ 178,000.00	\$ 178,000.00	\$ 70,000.00	\$ 70,000.00
M-300-5A	Snow Melter Utility - Snow Melter System Water Service	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 25,000.00	\$ 25,000.00
M-300-5B	Snow Melter Utility - 8" Ductile Iron Water Line	LF	300	\$ 207.78	\$ 62,334.00	\$ 120.00	\$ 36,000.00
M-300-5C	Snow Melter Utility - 2" Service Tap (Sadville & Corporation) - Item Eliminated	EA	0				
M-300-5D	Snow Melter Utility - 2" Curb Stop with Curb Box	EA	2	\$ 8,795.99	\$ 17,591.98	\$ 1,500.00	\$ 3,000.00
M-300-5E	Snow Melter Utility - 12" x 8" Tapping Sleeves and 8" Gate Valve	EA	1	\$ 18,125.00	\$ 18,125.00	\$ 10,000.00	\$ 10,000.00
M-300-5F	Snow Melter Utility - Hydrant and 6" Gate Valve Assembly	EA	1	\$ 44,710.94	\$ 44,710.94	\$ 6,000.00	\$ 6,000.00
M-300-6A	Snow Melter Utility - Natural Gas Service Supplier Coordination and Installation	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
M-300-6B	Snow Melter Utility - Natural Gas Service Pipe Trenching	LF	350	\$ 4.00	\$ 1,400.00	\$ 25.00	\$ 8,750.00
M-400-5.2A	144 Strand Fiber Cable with Innerduct, Installed in Duct Bank or Conduit, Including Connection and	LF	2,500	\$ 13.16	\$ 32,900.00	\$ 10.00	\$ 25,000.00
M-400-5.3A	Demarc Room Fiber Equipment and Fiber Cable Interconnections	LS	1	\$ 15,882.75	\$ 15,882.75	\$ 25,000.00	\$ 25,000.00
M-400-5.3B	Snowmelter Hut Fiber Equipment and Fiber Cable Interconnections	LS	1	\$ 18,225.00	\$ 18,225.00	\$ 25,000.00	\$ 25,000.00
M-400-5.4A	Concrete Encased 5" Conduit - Type III Sch 40 PVC	LF	1,600	\$ 62.10	\$ 99,360.00	\$ 50.00	\$ 80,000.00
M-400-5.4B	Eversource Riser 5" Conduit - Rigid	LF	80	\$ 44.55	\$ 3,564.00	\$ 80.00	\$ 3,600.00
M-400-5.4C	Concrete Encased Duct Bank 2-Way x 4" - Type III Sch 40 PVC	LF	1,250	\$ 76.95	\$ 96,187.50	\$ 70.00	\$ 87,500.00
M-400-5.4D	Concrete Encased Duct Bank 2-Way x 3" - Type III Sch 40 PVC	LF	320	\$ 70.20	\$ 22,464.00	\$ 65.00	\$ 20,800.00
M-400-5.7A	500 KVA Transformer Pad	EA	1	\$ 10,530.00	\$ 10,530.00	\$ 3,000.00	\$ 3,000.00
M-400-5.7B	Electrical Manhole (H20 Rated)	EA	4	\$ 30,611.25	\$ 122,445.00	\$ 8,000.00	\$ 32,000.00
M-400-5.7C	Fiber/Electrical Handhole (H20 Rated)	EA	5	\$ 6,815.00	\$ 33,075.00	\$ 6,000.00	\$ 30,000.00
M-400-5.7D	Existing Handhole Removal	EA	3	\$ 1,080.00	\$ 3,240.00	\$ 500.00	\$ 1,500.00
M-400-5.8A	Utility Supplier Relocation Work - Allowance Item Eliminated	AL	0				
M-400-5.8B	Utility Supplier Cable Installation - Allowance	AL	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
M-400-5.9A	Lot D (North) Site Lighting Removal	LS	1	\$ 32,400.00	\$ 32,400.00	\$ 9,000.00	\$ 9,000.00
M-400-5.9C	Access Roadway Site Lighting Removal	LS	1	\$ 24,300.00	\$ 24,300.00	\$ 20,000.00	\$ 20,000.00
M-600-1	NHDOT Hot Bituminous Pavement - 1/2" Wearing Course	TON	390	\$ 120.00	\$ 46,800.00	\$ 110.00	\$ 42,900.00
M-600-2	NHDOT Hot Bituminous Pavement - 3/4" Binder Course	TON	480	\$ 115.00	\$ 55,200.00	\$ 110.00	\$ 52,800.00
M-700-5.1A	Base Course Material	CY	160	\$ 80.00	\$ 12,800.00	\$ 60.00	\$ 9,600.00
M-700-5.2A	Granite Curb (Straight)	LF	100	\$ 35.00	\$ 3,500.00	\$ 45.00	\$ 4,500.00
M-700-5.2B	Granite Slope Curb (Straight and Radial Joints)	LF	30	\$ 26.00	\$ 780.00	\$ 35.00	\$ 1,050.00
M-700-5.2C	Remove, Salvage and Reset Granite Curb (Straight)	LF	200	\$ 12.00	\$ 2,400.00	\$ 25.00	\$ 5,000.00
M-700-5.2D	Remove, Salvage, and Reset Granite Slope Curb (Straight and Radial Joints)	LF	280	\$ 12.00	\$ 3,360.00	\$ 25.00	\$ 7,000.00
M-700-5.3B	Wayfinding Sign - NHDOT Type C	EA	5	\$ 700.00	\$ 3,500.00	\$ 500.00	\$ 2,500.00
M-700-5.4	Walkway Modification	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
M-700-5.5	Old Access Gate and Island Area Removal	LS	1	\$ 16,500.00	\$ 16,500.00	\$ 40,000.00	\$ 40,000.00
M-700-5.9A	1" Copper Water Service Removal & Decommissioning	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
M-700-5.9B	8" Cast Iron Water Service Removal & Decommissioning	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
M-750-1	Drainage Infiltration System	LS	1	\$ 153,288.28	\$ 153,288.28	\$ 100,000.00	\$ 100,000.00
M-800-1	Reclaimed Base Course	SY	2,400	\$ 5.00	\$ 12,000.00	\$ 5.00	\$ 12,000.00
M-800-2	Supplemental Aggregate Material	TON	140	\$ 70.00	\$ 9,800.00	\$ 35.00	\$ 4,900.00
P-101-5.1	Pavement Removal	SY	1,420	\$ 7.00	\$ 9,940.00	\$ 10.00	\$ 14,200.00
P-101-5.2	Joint and Crack Repair	LF	330	\$ 5.20	\$ 1,716.00	\$ 5.00	\$ 1,650.00
P-101-5.6	Cold Milling	SY	3,630	\$ 3.30	\$ 11,979.00	\$ 5.00	\$ 18,150.00
P-101-5.7A	Removal of Pipe	LF	100	\$ 32.00	\$ 3,200.00	\$ 30.00	\$ 3,000.00
P-101-5.7B	Removal on Drain Inlet/Manhole	EA	2	\$ 725.00	\$ 1,450.00	\$ 1,500.00	\$ 3,000.00
P-154-5.1	Subbase Course	CY	120	\$ 55.00	\$ 6,600.00	\$ 45.00	\$ 5,400.00
P-403-8.1	Asphalt Base Course/Shoulder Pavement	TON	410	\$ 132.00	\$ 54,120.00	\$ 130.00	\$ 53,300.00
P-603-5.1	Emulsified Asphalt Tack Coat	GAL	370	\$ 6.00	\$ 2,220.00	\$ 6.00	\$ 2,220.00
P-605-5.1	Joint Sealing Filler	LF	190	\$ 9.00	\$ 1,710.00	\$ 5.00	\$ 950.00
P-620-5.2b	Marking	SY	830	\$ 1.50	\$ 1,245.00	\$ 2.00	\$ 1,660.00
P-620-5.3c	Reflective Media	LBS	60	\$ 7.00	\$ 420.00	\$ 3.00	\$ 180.00
F-162-5.1a	10' Chain Link Fence with Barbed Wire	LF	320	\$ 61.50	\$ 19,680.00	\$ 95.00	\$ 30,400.00
F-162-5.1b	4' Chain-Link Fence	LF	230	\$ 39.00	\$ 8,970.00	\$ 60.00	\$ 13,800.00
F-162-5.3	Removal of Existing Fence	LF	530	\$ 9.50	\$ 5,035.00	\$ 10.00	\$ 5,300.00
D-701-5.1B	15-Inch Reinforced Concrete Pipe	LF	398	\$ 145.00	\$ 56,550.00	\$ 95.00	\$ 37,050.00
D-701-5.1C	18-Inch Reinforced Concrete Pipe	LF	30	\$ 145.00	\$ 4,350.00	\$ 110.00	\$ 3,300.00
D-701-5.1E	12-Inch HDPE Pipe	LF	30	\$ 130.00	\$ 3,900.00	\$ 75.00	\$ 2,250.00
D-751-5.2B	Catch Basins - H-20 Rated	EA	3	\$ 4,650.00	\$ 13,950.00	\$ 7,500.00	\$ 22,500.00
D-751-5.4	Adjust Structure Rim/Grate Elevation	EA	1	\$ 550.00	\$ 550.00	\$ 1,000.00	\$ 1,000.00
D-751-5.6	Install Diversion Weir in Existing Catch Basin	EA	1	\$ 3,150.00	\$ 3,150.00	\$ 5,000.00	\$ 5,000.00
T-901-5.1	Seeding	KSF	20	\$ 115.00	\$ 2,300.00	\$ 40.00	\$ 800.00
T-905-5.2	Topsoil (Furnished from Off the Site)	CY	80	\$ 34.00	\$ 2,720.00	\$ 35.00	\$ 2,800.00
T-908-5.1	Mulching	SY	1,440	\$ 0.33	\$ 475.20	\$ 1.00	\$ 1,440.00
SCHEDULE B - BASE BID SUBTOTAL					\$ 3,376,822.63		\$ 3,241,450.00
ALL SNOW MELTER SYSTEM RELATED ITEMS (ORIGINAL BID CANVAS)					\$ 2,587,051.42		
FAA INELIGIBLE ITEMS FROM ORIGINAL BID CANVAS					\$ 151,551.50		
FAA ELIGIBLE ITEMS FROM ORIGINAL BID CANVAS					\$ 2,435,499.92		

Manchester-Boston Regional Airport				 McFARLAND-JOHNSON, INC.			
Green Drive Cargo Development Projects							
Green Drive Cargo Apron and Access Road				BID OPENING: April 6, 2022 10:00 AM			
REVIEWED BID SUMMARY							
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	R. S. Audley, Inc.		ESTIMATED UNIT COST	ESTIMATED UNIT TOTAL
	SCHEDULE C1 - ACCESS ROAD ALTERNATE #1			UNIT COST	UNIT TOTAL		
	SCHEDULE C1 - ACCESS ROAD ALTERNATE 1 SUBTOTAL		AWARDED		\$ 206,736.80		\$ 203,450.00
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	R. S. Audley, Inc.		ESTIMATED UNIT COST	ESTIMATED UNIT TOTAL
	SCHEDULE C2 - ACCESS ROAD ALTERNATE #2			UNIT COST	UNIT TOTAL		
	SCHEDULE C2 - ACCESS ROAD ALTERNATE 2 SUBTOTAL		NOT AWARDED		\$ 702,105.40		\$ 730,730.00
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	R. S. Audley, Inc.		ESTIMATED UNIT COST	ESTIMATED UNIT TOTAL
	SCHEDULE D - TERMINAL LOADING DOCK - ADD ALTERNATE #3			UNIT COST	UNIT TOTAL		
	SCHEDULE D - ADD ALTERNATE #3 SUBTOTAL		AWARDED		\$ 29,783.00		\$ 39,350.00
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	R. S. Audley, Inc.		ESTIMATED UNIT COST	ESTIMATED UNIT TOTAL
	SCHEDULE E - TW D CONNECTOR - ADD ALTERNATE #4			UNIT COST	UNIT TOTAL		
	SCHEDULE E - ADD ALTERNATE #4 SUBTOTAL		NOT AWARDED		\$ 754,931.95		\$ 915,550.00
	SCHEDULE A BASE BID SUBTOTAL				\$ 9,964,661.42		\$ 14,829,885.00
	SCHEDULE B BASE BID - SUBTOTAL				\$ 3,376,822.63		\$ 3,241,450.00
	SCHEDULE C1 - ACCESS ROAD ALTERNATE #1 SUBTOTAL				\$ 206,736.80		\$ 203,450.00
	BASE BID + ACCESS ROAD ALTERNATE #1 TOTAL (THIS ALTERNATE TO BE AWARDED)				\$ 13,548,220.85		\$ 18,274,785.00
	ADD ALTERNATE #3 SUBTOTAL (THIS ALTERNATE TO BE AWARDED)				\$ 29,783.00		\$ 39,350.00



U.S. Department
of Transportation
Federal Aviation
Administration

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

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

August 16, 2024

Mr. Theodore Kitchens
Airport Director
1 Airport Road, Ste. 300
Manchester, NH 03103

Dear Mr. Kitchens:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-33-0011-145-2024 at Manchester Boston Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than September 4, 2024.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

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

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

FAA Contact Information. Sean Tiney, (781) 238-7627, sean.s.tiney@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



[Luke A. Garrison \(Aug 16, 2024 22:22 EDT\)](#)

Luke A. Garrison

Acting Deputy Director



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2022 SUPPLEMENTAL GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 16, 2024	L
Airport/Planning Area	<u>Manchester Boston Regional Airport</u>	
Supplemental Appropriation Grant Number	<u>3-33-0011-145-2024</u>	
Unique Entity Identifier	<u>L678RJK6JE86</u>	

TO: City of Manchester, NH

(herein called the "Sponsor")

This grant channels through the State of New Hampshire.

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 24, 2024, for a grant of Federal funds for a project at or associated with the Manchester Boston Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Manchester Boston Regional Airport (herein called the "Project") consisting of the following:

Construct Cargo Apron Phase IV – Install Snow Melter,

which is more fully described in the Project Application.

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.; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant

Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE 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 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 \$1,478,571.

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;
\$ 1,478,571 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 Sponsor formally accepts this Agreement and is the date signed by the last Sponsor 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 Sponsor 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).
 - 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), 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.**

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. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **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 of Transportation ("Secretary"), and any superseding legislation. 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 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. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA 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 FAA 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 will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 4, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The 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 project 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 Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor 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 Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

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 which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - 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, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA 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 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.
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 FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, 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 goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
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), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, 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.

19. **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.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the 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 all contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar 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 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 Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, 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 Condition; or

2. 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 award term 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 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.
- 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.
23. **Grant Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The Sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a 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) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this 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 OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** 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.

SPECIAL CONDITIONS

27. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the City of Manchester, New Hampshire, as principal, and the New Hampshire Aeronautics Commission, as agent, created by an Agreement of Agency dated May 21, 1979, which is incorporated herein by reference and made a part hereof. The sponsor agrees that said Agreement of Agency will not be amended, modified or terminated without the prior written approval of the FAA.
28. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).
29. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

30. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
31. **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.
32. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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 United States 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 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.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Luke A. Garrison

Luke A. Garrison (Aug 16, 2024 22:22 EDT)

(Signature)

Luke A. Garrison

(Typed Name)

Acting Deputy Director

(Title of FAA Official)

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.

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

Dated September 3, 2024

City of Manchester, NH

(Name of Sponsor)

Theodore Kitchens

Theodore Kitchens (Sep 3, 2024 08:38 EDT)

(Signature of Sponsor's Authorized Official)

By: Theodore Kitchens

(Typed Name of Sponsor's Authorized Official)

Title: Director of Aviation

(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. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Peter R. Chiesa, Esq. _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at September 3, 2024

Peter R. Chiesa, Esq.
By: Peter R. Chiesa, Esq. (Sep 3, 2024 08:56 EDT)
(Signature of Sponsor’s Attorney)

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.

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. § 306108.1.¹
- 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. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

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

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

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

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Manchester, NH)**, 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 June 24, 2024.

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.

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):

* Other (Specify)

*3. Date Received:

6-24-2024

4. Applicant Identifier:

MHT

5a. Federal Entity Identifier:

3-33-0011-XXX-2024

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Manchester

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

02-6000517

*c. UEI:

L678RJK6JE86

d. Address:

*Street 1: One Airport Road

Street 2: Ste 300

*City: Manchester

County/Parish: Hillsborough

*State: Province: NH

*Country: USA

*Zip / Postal Code 03103

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix: Mr. *First Name: Thomas

Middle Name: J.

*Last Name: Malafronte, A.A.E.

Suffix:

Title: Deputy Airport Director

Organizational Affiliation:

Manchester-Boston Regional Airport

*Telephone Number: (603) 624-6539

Fax Number: (603) 666-4101

*Email: tmalafrente@flymanchester.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:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

***Title:**

AIP

13. Competition Identification Number:

Title:

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

City of Manchester, Hillsborough County and Town of Londonderry, Rockingham County, New Hampshire

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

Construct Apron - Phase III West Cargo Apron Snow Melters

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: NH-01

*b. Program/Project: NH-01

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

17. Proposed Project:

*a. Start Date: 07/15/2024

*b. End Date: 07/15/2025

18. Estimated Funding (\$):

*a. Federal	<u>1,747,920.00</u>
*b. Applicant	<u>97,107.00</u>
*c. State	<u>97,107.00</u>
*d. Local	<u>0.00</u>
*e. Other	<u>0.00</u>
*f. Program Income	<u>0.00</u>
*g. TOTAL	<u>1,942,134.00</u>

***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: Theodore

Middle Name: S.

*Last Name: Kitchens, A.A.E.

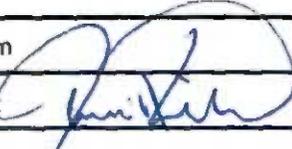
Suffix: _____

*Title: Airport Director

*Telephone Number: (603) 624-6539

Fax Number: (603) 666-4101

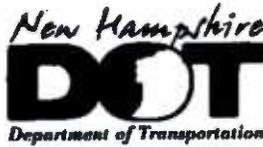
* Email: tkitchens@flymanchester.com

*Signature of Authorized Representative: 

*Date Signed: 6/21/24

sam

15A



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G&C #15A
DATE 7/12/22



William Cuss, P.E.
Assistant Commissioner

Bureau of Aeronautics
June 7, 2022

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

REQUESTED ACTION

Authorize the Department of Transportation to retroactively award a grant to the City of Manchester (Vendor Code 177433), AIP-135, to construct an aircraft apron Phase I at the Manchester-Boston Regional Airport. Federal participation in the amount of \$2,094,443.00 is retroactively effective from May 6, 2022 through May 25, 2026, upon Governor and Council approval. 100% Federal Funds.

Funding is available as follows:	<u>FY 2023</u>
04-96-96-960030-1335 FAA Projects	
034-500161 New Construction	\$ 1,884,999.00
04-96-96-964010-2021 FAA ARPA Funding	
072-509073 Grants Federal	<u>\$ 209,444.00</u>
 Total	 \$ 2,094,443.00

A portion of the funds, 90% of the cost for this airport design project, was budgeted in the Capital Budget, HB25 2019, 146:1 XVI-A. The remaining 10% share needed to cover the State and Local shares for this project is being covered by funds from the ARPA. The City of Manchester will add \$1.00 due to rounding.

EXPLANATION

A Federal Aviation Administration (FAA) grant has been retroactively awarded for \$1,884,999.00, which represents 90% of the funding from the Federal AIP program and \$209,444.00, which represents 10% from ARPA for an FAA total share of \$2,094,443.00 (copy attached). AIP-135 will provide funding for the construction of an aircraft apron (approximately 3,354 SY) Phase I at the Manchester-Boston Regional Airport.

This FAA grant will retroactively fund the construction of a portion (Phase I) of the new Green Drive Cargo Facility Apron, which includes the reconfiguration of an existing vehicle parking lot into an air cargo apron. This project will create the following benefits:

- Increase the cargo handling capacity of the airport.
- Decreases air cargo delivery times to New England.
- Increases the opportunity for competition and removes barriers to entry in the air cargo market.
- Improves the airport's financial self-sufficiency

New Hampshire and all of northern New England are suffering from a lack of air cargo capacity with much of the cargo coming through out-of-state airports and being trucked to New Hampshire. This increases the cost of goods to New Hampshire residents in addition to delaying delivery and increasing the wear and tear on our highways. The Air Cargo Facility at Manchester-Boston Regional Airport is a multi-tenant facility that is critical to New Hampshire's economy. Because the peak of the air cargo season is from Thanksgiving to New Year's, the airport agreed to complete this portion of the development by mid-September 2022. This request is retroactive because it was critical that the contractor start construction of the apron immediately to meet this air cargo season deadline. It is expected that additional phase(s) of this project will be funded by future FAA grants, as funding becomes available.

The project breakdown is as follows:

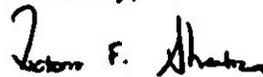
Construction (R.S. Audley, Inc.)	\$	2,094,444.00
----------------------------------	----	--------------

The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Manchester in accordance with RSA 422:15. There is no state share contribution for this project.

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.

Source of Funds: 100% Federal Funds from the Federal Aviation Administration.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments
VFS/tsl

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIP ELIGIBLE)					
C-105-1	Mobilization (3%)	LS	1	\$ 294,000.00	\$ 294,000.00
C-100-1	Contractor Quality Control Program	LS	1	\$ 50,000.00	\$ 50,000.00
C-102-5.1	Installation and Removal of Inlet Protection Filter Bags	EA	14	\$ 360.00	\$ 5,040.00
C-102-5.2	Installation and Removal of Erosion Control Logs	LF	600	\$ 6.00	\$ 3,600.00
C-102-5.3	Installation and Removal of Stabilized Construction Entrance	EA	2	\$ 6,000.00	\$ 12,000.00
C-102-5.4	Storm Water Pollution Prevention Plan and Monitoring	LS	1	\$ 35,000.00	\$ 35,000.00
M-100-1	Allowance - Gate Guards	AL	1	\$ 20,000.00	\$ 20,000.00
M-105-1	Engineer Field Office	LS	1	\$ 15,000.00	\$ 15,000.00
M-200-1	Maintenance and Protection of Traffic (Airfield)	LS	1	\$ 250,000.00	\$ 250,000.00
M-200-3	Temporary Vehicle Service Road	LS	1	\$ 35,000.00	\$ 35,000.00
M-250-1	Record Documents	LS	1	\$ 35,000.00	\$ 35,000.00
M-250-2	Field Data Collection for GIS Survey Conversion	LS	1	\$ 5,500.00	\$ 5,500.00
M-400-5.1A	No. 12 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,800	\$ 2.09	\$ 3,762.00
M-400-5.1B	No. 10 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,500	\$ 2.57	\$ 3,855.00
M-400-5.1C	No. 6 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	2,700	\$ 3.38	\$ 9,126.00
M-400-5.1D	No. 10G AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	900	\$ 2.57	\$ 2,313.00
M-400-5.1E	No. 8G AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,400	\$ 3.65	\$ 5,110.00
M-400-5.2B	2 Strand Fiber Cable with Innerduct, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	900	\$ 7.76	\$ 6,984.00
M-400-5.2C	Cat 6 Cable, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	600	\$ 5.40	\$ 3,240.00
M-400-5.4E	Concrete Encased 1" Conduit - Type III Sch 40 PVC	LF	780	\$ 24.30	\$ 18,954.00
M-400-5.5	Mast Light Pole and Fixture	EA	4	\$ 18,562.50	\$ 74,250.00
M-400-5.6A	Mast Light Camera Installation	EA	2	\$ 7,951.50	\$ 15,903.00
M-400-5.6B	Building Mounted Camera Installation	EA	3	\$ 6,480.00	\$ 19,440.00
M-400-5.6C	Camera 4-port PoE Enclosure and Switches with Installation	EA	2	\$ 9,990.00	\$ 19,980.00
M-400-5.6D	Security Camera Integrator Installation - Allowance	AL	1	\$ 20,000.00	\$ 20,000.00
M-400-5.7E	Mast Light Pole Foundation Installation	EA	2	\$ 10,530.00	\$ 21,060.00
M-400-5.9B	Lot D (South) Site Lighting Removal	LS	1	\$ 43,335.00	\$ 43,335.00

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIP ELIGIBLE)					
M-500-1	Existing ASOS Site Removal Work	LS	1	\$ 30,000.00	\$ 30,000.00
M-500-2	Coordination and Assistance of Equipment Relocation with the National Weather Service	LS	1	\$ 30,000.00	\$ 30,000.00
M-500-3	Relocated ASOS Site Improvement Installation Work	LS	1	\$ 147,782.87	\$ 147,782.87
M-700-5.3a	Traffic Sign - NHDOT Type C	EA	2	\$ 700.00	\$ 1,400.00
M-900-1	Oil-Water Separator	EA	1	\$ 522,000.00	\$ 522,000.00
P-101-5.1	Pavement Removal	SY	36,200	\$ 7.00	\$ 253,400.00
P-101-5.2	Joint and Crack Repair	LF	1,800	\$ 5.20	\$ 9,360.00
P-101-5.6	Cold Milling	SY	6,200	\$ 3.30	\$ 20,460.00
P-101-5.7A	Removal of Pipe	LF	1,770	\$ 20.00	\$ 35,400.00
P-101-5.7B	Removal on Drain Inlet/Manhole	EA	9	\$ 725.00	\$ 6,525.00
P-152-4.1	Unclassified Excavation	CY	37,800	\$ 12.00	\$ 453,600.00
P-152-4.2	Unsuitable Excavation	CY	3,780	\$ 15.00	\$ 56,700.00
P-154-5.1	Subbase Course	CY	22,100	\$ 30.00	\$ 663,000.00
P-209-5.1	Crushed Aggregate Base Course	CY	6,200	\$ 45.00	\$ 279,000.00
P-401-8.1	Asphalt Surface Course	TON	6,000	\$ 132.00	\$ 792,000.00
P-403-8.1	Asphalt Base Course/Shoulder Pavement	TON	12,300	\$ 132.00	\$ 1,623,600.00
P-501-8.1	Concrete Pavement (13" Depth)	SY	13,100	\$ 200.00	\$ 2,620,000.00
P-603-5.1	Emulsified Asphalt Tack Coat	GAL	5,750	\$ 6.00	\$ 34,500.00
P-605-5.1	Joint Sealing Filler	LF	3,950	\$ 9.00	\$ 35,550.00
P-620-5.1a	Surface Preparation	SF	580	\$ 3.00	\$ 1,740.00
P-620-5.2b	Marking	SF	13,630	\$ 1.75	\$ 23,852.50
P-620-5.3c	Reflective Media	LBS	330	\$ 8.00	\$ 2,640.00
F-162-5.1a	10' Chain Link Fence with Barbed Wire	LF	930	\$ 70.00	\$ 65,100.00
F-162-5.1c	Temporary Chain Link Fence on Concrete Barrier with Barbed Wire	LF	600	\$ 135.00	\$ 81,000.00
F-162-5.2a	Temporary 25' Wide Vehicle Gates	EA	1	\$ 2,900.00	\$ 2,900.00
F-162-5.3	Removal of Existing Fence	LF	1,480	\$ 9.50	\$ 14,060.00
D-701-5.1A	12-Inch Reinforced Concrete Pipe	LF	70	\$ 155.00	\$ 10,850.00

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIP ELIGIBLE)					
D-701-5.1B	15-Inch Reinforced Concrete Pipe	LF	540	\$ 120.00	\$ 64,800.00
D-701-5.1C	18-Inch Reinforced Concrete Pipe	LF	540	\$ 125.00	\$ 67,500.00
D-701-5.1D	48-Inch Reinforced Concrete Pipe	LF	760	\$ 315.00	\$ 239,400.00
D-751-5.1A	Drainage Manhole - Aircraft Rated	EA	7	\$ 5,950.00	\$ 41,650.00
D-751-5.1B	Drainage Diversion Manhole - Aircraft Rated	EA	1	\$ 7,500.00	\$ 7,500.00
D-751-5.2A	Catch Basin - Aircraft Rated	EA	1	\$ 12,500.00	\$ 12,500.00
D-751-5.2B	Catch Basin - H-20 Rated	EA	1	\$ 4,650.00	\$ 4,650.00
D-751-5.3	Trench Drain	LF	560	\$ 600.00	\$ 336,000.00
D-751-5.4	Adjust Structure Rim/Grate Elevation	EA	1	\$ 550.00	\$ 550.00
D-751-5.5	Replace Frame/Cover and Adjust Structure Rim Elevation	EA	1	\$ 3,000.00	\$ 3,000.00
T-901-5.1	Seeding	KSF	100	\$ 120.00	\$ 12,000.00
T-905-5.1	Topsoll (Obtained on Site or Removed from Stockpile)	CY	215	\$ 26.00	\$ 5,590.00
T-905-5.2	Topsoll (Furnished from Off the Site)	CY	305	\$ 34.00	\$ 10,370.00
T-908-5.1	Mulching	SY	9,270	\$ 0.33	\$ 3,059.10
L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	3,200	\$ 4.05	\$ 12,960.00
L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,770	\$ 4.93	\$ 8,726.10
L-110-5.1	Concrete Encased Electrical Conduit, 1-Way-2-Inch	LF	1,620	\$ 49.95	\$ 80,919.00
L-110-5.4	Removal of Concrete Encased or Non-Encased Electrical Conduit/Duct and Cable	LF	1,030	\$ 44.00	\$ 45,320.00
L-110-5.5	Removal of Cable in Electrical Conduit/Duct to Remain	LF	190	\$ 1.35	\$ 256.50
L-115-5.1	Electrical Manhole (Aircraft Rated)	EA	2	\$ 16,800.75	\$ 33,601.50
L-115-5.2	Removal of Electrical Manhole/Junction Structure	EA	2	\$ 74.25	\$ 148.50
L-115-5.3	Existing Electrical Manhole/Junction Structure Elevation Adjustment	EA	2	\$ 3,017.25	\$ 6,034.50
L-125-5.1	New L-861T Elevated Taxiway Edge Light	EA	10	\$ 2,234.25	\$ 22,342.50
L-125-5.2A	New L-858(L) Airfield Guidance Sign - 2 Module	EA	2	\$ 6,851.25	\$ 13,702.50
L-125-5.2B	New L-858(L) Airfield Guidance Sign - 3 Module	EA	1	\$ 9,416.25	\$ 9,416.25
L-125-5.4	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on Existing Base Can	EA	2	\$ 445.50	\$ 891.00

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIP ELIGIBLE)					
L-125-5.5	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on New Base Can and Remove Existing Base Can	EA	6	\$ 912.60	\$ 5,475.60
L-125-5.8	Remove Elevated Taxiway Edge Light and Base Can	EA	4	\$ 918.00	\$ 3,672.00
L-125-5.7A	New L-852C(L) Taxiway Centerline Light	EA	2	\$ 11,778.00	\$ 23,556.00
L-125-5.7B	New L-852C(L) Taxiway Centerline Light on Existing Conduit	EA	2	\$ 3,510.00	\$ 7,020.00
L-125-5.7C	New L-852K(L) Taxiway Centerline Light	EA	10	\$ 3,577.50	\$ 35,775.00
L-125-5.7D	Remove, Store and Reinstall Taxiway Centerline Light on Existing Base Can	EA	4	\$ 600.75	\$ 2,403.00
SCHEDULE A - BASE BID SUBTOTAL (AIP ELIGIBLE)				\$ 9,964,661.42	

APRON AREA = 35,100 SY
 AVG COST FOR AIP ELIGIBLE COSTS BASED ON APRON AREA = \$ 283.89 PER SY

GRANT AMOUNT AVAILABLE = \$ 2,094,440.00

GRANT AMOUNT APRON AREA = 7,377.65 SY



U.S. Department
of Transportation
Federal Aviation
Administration

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

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

May 25, 2022

Mr. Theodore Kitchens
Airport Director
1 Airport Rd., Ste. 300
Manchester, NH 03103

Dear Mr. Kitchens:

Included with this transmission, please find the legally binding electronic copy of the Grant Agreement (Agreement) for Grant Number 3-33-0011-135-2022 at Manchester Boston Regional Airport, offered in accordance with 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 ("ARPA Act") of 2021 (Public Law 117-2). The FAA has updated this Agreement for the FY2021 Supplemental Appropriations based on recent legislation.

In addition, this letter outlines the process and procedures necessary to execute and administer this Grant Agreement by you or the authorized agent for City of Manchester, NH. Please read the agreement in its entirety prior to executing. It is the sponsor's responsibility to certify comprehension and compliance.

1. Prior to signing the Grant Agreement. As a condition precedent to providing airport development assistance under the Airport Improvement Program, 49 U.S.C. § 47107, *et seq.*, the Secretary of Transportation and, by extension, the FAA must receive certain assurances from the airport sponsor. Title 49 U.S.C. § 47107(a) sets forth the statutory sponsorship requirements to which an airport sponsor receiving federal financial assistance must agree. The FAA has a statutory mandate to ensure that airport owners comply with these sponsor assurances. FAA Order 5100.38, Airport Improvement Program Handbook, as amended by Reauthorization Program Guidance Letters 19-01 through 19-07, provides the policies and procedures to be followed by the FAA in carrying out its legislatively mandated functions related to grant administration, eligibility, and oversight. Further, FAA Order 5190.6, *FAA Airport Compliance Manual*, provides the policies and procedures to be followed by the FAA in carrying out its legislatively mandated functions related to compliance with federal obligations of airport sponsors. The FAA considers it inappropriate to provide federal assistance for improvements to airports where the benefits of such improvements will not be fully realized due to a sponsor's inability to comply with the Grant Agreement, including its terms, conditions, and assurances.
2. Executing the Grant Agreement. As stated in the Grant Agreement, the FAA may rescind this agreement at any time prior to execution. To assure this Agreement is properly executed, you must do the following:
 - a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
 - b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than July 1, 2022 in order for the grant to be valid.

- c. You may not make any modification to the text, terms or conditions of the grant offer.
 - d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.
3. Payment requests and record keeping requirements. Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

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

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

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

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

John Kirkendall, (781) 238-7629, john.m.kirkendall@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Julie Seltsam-Wilps (May 25, 2022 16:34 EDT)

Julie Seltsam-Wilps

Deputy Director, Airports Division



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2021 SUPPLEMENTAL GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	May 25, 2022	L
Airport/Planning Area	Manchester Boston Regional Airport	
Supplemental Appropriation Grant Number	3-33-0011-135-2022	
Unique Entity Identifier	L678RJK6JE86	

TO: City of Manchester, NH
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 9, 2022, for a grant of Federal funds for a project at or associated with the Manchester Boston Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Manchester Boston Regional Airport (herein called the "Project") consisting of the following:

Construct Apron - Phase I (approx. 3,354 SY),
which is more fully described in the Project Application.

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; 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); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b)

the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent 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 \$2,094,443.

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;

\$ 2,094,443 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 Sponsor formally accepts this Agreement and is the date signed by the last Sponsor 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 Sponsor 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).

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), 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.**

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. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with Public Law 116-260, as amended by Public Law 117-2, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). 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 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. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. 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 FAA 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 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 July 1, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The 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 project 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 Sponsor, that were originally paid pursuant to this or any other Federal Grant Agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor 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 Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
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 which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- 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, nonprofit or governmental 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 FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

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

The FAA 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 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.

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 FAA may suspend, cancel, or terminate this Grant Agreement.

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

16. Buy American. Unless otherwise approved in advance by the FAA, 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 goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. 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 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, 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, 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 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.

18. 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.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the 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 all contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. 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 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 Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not --
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- b. The FAA 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.

- 22. Priority Consideration Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered**

under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 28, 2019 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 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. 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 performing work under this Grant who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - i. 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.
 - ii. 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).
 - iii. 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).

SPECIAL CONDITIONS

25. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the City of Manchester, New Hampshire, as principal, and the New Hampshire Aeronautics Commission, as agent, created by an Agreement of Agency dated May 21, 1979, which is incorporated herein by reference and made a part hereof. The sponsor agrees that said Agreement of Agency will not be amended, modified or terminated without the prior written approval of the FAA.
26. **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 Management. 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 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:
 - A. Location of all runways, taxiways, and aprons;
 - B. Dimensions;
 - C. Type of pavement; and,
 - D. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 - d. Inspection Schedule.
 1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - e. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 1. Inspection date;
 2. Location;
 3. Distress types; and

4. Maintenance scheduled or performed.
 - f. 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.
27. **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 American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, 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. Upon completion of the project, submit a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. The Sponsor further agrees to submit interim test and quality assurance reports in a timely manner when requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph B, 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 this project.
 - 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.
28. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's

certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP under AIP or supplemental appropriation.
29. **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, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor'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.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Julie Seltsam-Wilps

Julie Seltsam-Wilps (May 25, 2022 16:34 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Division

(Title of FAA Official)

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.

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

Dated May 26, 2022

City of Manchester, NH

(Name of Sponsor)

Theodore Kitchens

(Signature of Sponsor's Authorized Official)

By: Theodore Kitchens

(Typed Name of Sponsor's Authorized Official)

Title: Airport Director

(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 SPONSOR'S ATTORNEY

I, Peter R. Chiesa, Esq. _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the grant assurances, terms, and conditions 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 at May 26, 2022

Peter R. Chiesa, Esq.
By: Peter R. Chiesa, Esq. (May 26, 2022 12:50 EDT)
(Signature of Sponsor'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.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

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

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of

the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The

Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will

be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air

transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

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

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement

including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

30. Civil Rights.

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

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

b. Applicability

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

c. Duration.

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

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

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

"The City of Manchester, NH, 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 May 9, 2022.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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



**FAA
Airports**

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

Updated: 1/31/2022

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

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

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

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

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

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

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

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/31/2022

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

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 09 MAY 2022	4. Applicant Identifier: NHT	
5a. Federal Entity Identifier: J-33-0011-XXX-2022	5b. Federal Award Identifier: J-33-0011-XXX-2022	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Manchester		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000517	* c. UET: L678RJK6JE86	
d. Address:		
* Street1:	One Airport Road	
* Street2:	Ste 300	
* City:	Manchester	
* County/Parish:	Hillsborough	
* State:	NH: New Hampshire	
* Province:		
* Country:	USA: United States of America	
* Zip / Postal Code:	03103	
e. Organizational Unit:		
Department Name:	Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	Mr.	* First Name: Thomas
Middle Name:	J.	
* Last Name:	Malafronte, A.A.E.	
Suffix:		
Title:	Deputy Airport Director	
Organizational Affiliation: Manchester-Boston Regional Airport		
* Telephone Number:	(603) 624-6539	Fax Number: (603) 666-4101
* Email:	tmalafronte@flymanchester.com	

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

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

City of Manchester, County of Hillsborough

Add Attachment

Delete Attachment

View Attachment

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

Construct New Green Drive Cargo Facility Apron Supplemental

Attach supporting documents as specified in agency instructions:

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	1,884,999.00
* b. Applicant	209,445.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	2,094,444.00

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

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

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

Yes No

If "Yes", provide explanation and attach

21: "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)

** I AGREE

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

Authorized Representative:

Prefix: First Name:

Middle Name:

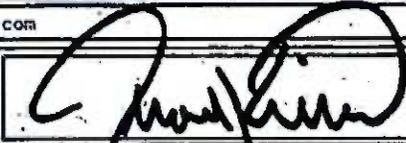
Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

The Project is compatible with the Airport Master Plan. The Sponsor has encouraged developers to develop areas adjacent to the Airport for uses that are compatible with 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 obligations to the United States or 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:

No circumstances exist that may preclude the successful completion of the project or meeting 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 Project is consistent with the City of Manchester's Master Plan.

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

The Sponsor has given fair consideration to applicable community interest associated with the Project.

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

The Sponsor has undertaken reasonable consultation with affected Airport users.

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.

The Project did not require a public hearing.

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.

The Project will not affect Air and Water Quality Standards.

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:

The Sponsor affirms that no exclusive rights exist at the Airport, owned and controlled 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 Sponsor maintains property interest as depicted within the property table on the Exhibit A Property Map dated August 2019 and originally filed with AIP #3-33-0011-111-2018.

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]

All work will occur on land owned by the Sponsor.

(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]

All work will occur on land owned by the Sponsor.

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog 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	0	0	0
2. Preliminary expense	0	0	0
3. Land, structures, right-of-way	0	0	0
4. Architectural engineering basic fees	0	0	0
5. Other Architectural engineering fees	0	0	0
6. Project inspection fees	0	0	0
7. Land development	0	0	0
8. Relocation Expenses	0	0	0
9. Relocation payments to Individuals and Businesses	0	0	0
10. Demolition and removal	0	0	0
11. Construction and project improvement	2,094,444	0	2,094,444
12. Equipment	0	0	0
13. Miscellaneous	0	0	0
14. Subtotal (Lines 1 through 13)	2,094,444	0	2,094,444
15. Estimated Income (if applicable)	0	0	0
16. Net Project Amount (Line 14 minus 15)	2,094,444	0	2,094,444
17. Less: Ineligible Exclusions (Section C, line 23 g.)	0	0	0
18. Subtotal (Lines 16 through 17)	2,094,444	0	2,094,444
19. Federal Share requested of Line 18	1,884,999	0	1,884,999
20. Grantee share	209,445	0	209,445
21. Other shares	0	0	0
22. TOTAL PROJECT (Lines 19, 20 & 21)	2,094,444	0	2,094,444

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	0
b.	0
c.	0
d.	0
e.	0
f.	0
g. Total	0

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	0
b. Mortgages	0
c. Appropriations (by Applicant)	209,445
d. Bonds	0
e. Tax Levies	0
f. Non-Cash	0
g. Other (Explain):	0
h. TOTAL - Grantee share	209,445
25. Other Shares	Amount
a. State	0
b. Other	0
c. TOTAL - Other Shares	0
26. TOTAL NON-FEDERAL FINANCING	209,445

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit A Property Map dated August, 2019 and attached to the Grant Application for AIP 3-33-0011-111-2018 reflects, to the best of my knowledge, the current information as of this date.</p> <p>The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant application by reference and made a part thereof.</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct New Green Drive Cargo Facility Apron Supplemental
AIRPORT: Manchester-Boston Regional Airport
1. Objective: See Attached Part IV - Supplemental Program Narrative
2. Benefits Anticipated: See Attached Part IV - Supplemental Program Narrative
3. Approach: (See approved Scope of Work in Final Application) See Attached Part IV - Supplemental Program Narrative
4. Geographic Location: See Attached Part IV - Supplemental Program Narrative
5. If Applicable, Provide Additional Information: See Attached Part IV - Supplemental Program Narrative
6. Sponsor's Representative: (include address & telephone number) See Attached Part IV - Supplemental Program Narrative

**Part IV
Program Narrative**

Project: Construct Green Drive Cargo Facility Apron Supplemental

Airport: Manchester-Boston Regional Airport (MHT) – Manchester & Londonderry, NH

Date: April 19, 2022

1. Objective:

Construct a portion of the new Green Drive Cargo Facility Apron at Manchester-Boston Regional Airport (MHT) which includes the following:

- A. Reconfigure an existing vehicle parking lot into an Air Cargo Apron having both Portland Cement Concrete and Asphalt surfaces which will service a new Cargo Facility.

2. Benefits Anticipated:

The proposed project creates the following benefits for the airport:

- A. Increases the cargo handling capacity of the Airport.
- B. Decreases air cargo delivery times to New England.
- C. Increases the opportunity for competition and removes barriers to entry in the air cargo market.
- D. Improves the Airport's self-sufficiency.

3. Approach:

Refer to the Project Description below.

4. Geographic Location:

This project is located at the Manchester-Boston Regional Airport primarily in the town of Londonderry, Rockingham County, New Hampshire, and a portion of the city of Manchester, Hillsborough County, New Hampshire.

5. Additional Information:

PROJECT DESCRIPTION:

The Manchester-Boston Regional Airport (MHT) is proposing the construction of a new Portland cement concrete and bituminous concrete pavement apron to support three (3) Boeing 767-300ER aircraft (or equivalent) This project will also include demolition work to the existing abandoned vehicle parking lot and airfield pavement markings.

The scope of work items will include, but not be limited to: pavement removal; pavement milling; unclassified excavation; installation of base course and subbase course; drainage improvements, stabilized asphalt pavement base and surface bituminous asphalt for the apron; and turf restoration for disturbed areas.

Construction schedule is anticipated to be June-October 2022.

COST BREAKDOWN

See attached Project Cost Summary.

The successful low bid for the FAA Eligible work is \$9,964,661.42 for the construction of 35,100 Square Yards (SY) of apron. The cost-per-SY for the FAA Eligible work is \$283.89. This grant will fund the construction of 7,377.65 SY of apron.

ENVIRONMENTAL STATUS:

This project is Categorically Excluded from NEPA review in accordance with FAA Order 5050.4B and FAA Order 1050.1F, paragraph 5-6.4 h. A Documented CATEX in accordance with FAA SOP 5.1 was completed and accepted by Richard Doucette on 8/26/20.

A New Hampshire Department of Environmental Services (NHDES) Alteration of Terrain (AoT) permit is necessary for the project. The AoT permit (AoT-2108) was approved by NHDES on 03/18/22.

An Environmental Protection Agency (EPA) Notice of Intent (NOI) for coverage under the Construction General Permit is necessary. The Contractor will submit this NOI at least seven days prior to the start of the construction.

STATEMENT ON DISADVANTAGED BUSINESS:

It is the policy of the Sponsor (City of Manchester-Department of Aviation) to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Sponsor has a DBE plan on file at the Manchester-Boston Regional Airport, Manchester, NH. A revision for the DBE plan was filed and approved by the FAA for FFY 2021 through 2023.

The FFY 2021-2023 DBE plan is on file at the Manchester-Boston Regional Airport offices, Manchester, NH. The Airport's DBE goal for the period FFY 2021 through FFY 2023 is 5.3% to be accomplished through race-neutral methods. The goal was updated to 6.5% for FFY 2022 using race-neutral means to account for previous DBE participation shortfalls. The sole bidder for this project proposed 1.4% DBE participation and is submitting documentation of Good Faith Efforts.

COORDINATION WITH NHDOT:

This project has been coordinated with NHDOT throughout the project scoping process and by providing them a copy of this grant application.

COORDINATION WITH USF&W, SHPO, AND CZM

This project has been coordinated with the US Fish and Wildlife (USF&W) for potential impacts to federally listed threatened and endangered species by using the department's Information for Planning and Consultation website, as well as submission to the New Hampshire Natural Heritage Bureau (NH NHB) for review.

No critical habitat or federally listed endangered, threatened, or candidate species were identified in

**Part IV
Program Narrative
Page 3 of 3**

the vicinity of the project area using the USF&W Information for Planning and Consultation (IPaC) website.

The NH NHB indicated that there have been no documented occurrences of state-listed endangered, threatened, or candidate species within the boundaries of the proposed project area. However, the NH NHB identified four (4) special concern species and two (2) state-threatened species as having the potential to occur in the surrounding vicinity of the project area. The report identified the Banded Sunfish (*Enneacanthus obesus*), a special concern species associated with Cohas Brook, which is more than 700 feet north and northwest of the project area. Another special concern species, the American Eel (*Anguilla rostrata*), has been identified in association with Pine Island Pond approximately one half mile west of the project area. The remaining four (4) species include two (2) state-threatened birds, Eastern Meadowlark (*Sturnella magna*) and Grasshopper Sparrow (*Ammodramus savannarum*) and two (2) special concern birds, Horned Lark (*Eremophila alpestris*) and Vesper Sparrow (*Poocetes gramineus*) as potentially occurring in the vicinity of the southern end of the airport off Runway 35.

The New Hampshire Division of Historical Resources (NHDHR) Enhanced Mapping and Management Information Tool (EMMIT) was reviewed. There are no known eligible or listed historic/cultural resources located within the Area of Potential Affect (APE). Additionally, the project area is not located within or in the vicinity of a publicly known archaeologically sensitive area.

KEY INDIVIDUALS:

SPONSOR'S REPRESENTATIVE: Theodore Kitchens, AAE, Airport Director – MHT
SPONSOR'S REPRESENTATIVE: Thomas Malafronte, AAE, Deputy Airport Director – MHT
SPONSOR'S REPRESENTATIVE: Luis Elguezabal, AAE, Asst. Airport Director - MHT
CONSULTANT: Brian Smith, PE, Client Manager – McFarland Johnson
CONSULTANT: Brian Bennett, PE, Project Manager – McFarland Johnson
CONSULTANT: David Brouillet, Deputy Project Manager – McFarland Johnson

6. Sponsor's Representative:

The Sponsor's representative for this project is:

Mr. Thomas Malafronte, AAE
Deputy Airport Director
Manchester-Boston Regional Airport
1 Airport Road – Suite 300
Manchester, NH 03103
Phone: (603) 624-6539
Email: tmalafronte@flymanchester.com

PROJECT COST SUMMARY

Project Name Construct New Green Drive Cargo Facility Apron Supplemental
 Airport Manchester-Boston Regional Airport
 Date April 19, 2022 Revision 2

Line 1. Administrative Expenses

TASK	DESCRIPTION	ELIGIBLE FEE	COMMENTS
Line 1 Total:		\$ -	

Line 4. Architectural Engineering Basic Fees

TASK	DESCRIPTION	ELIGIBLE FEE	COMMENTS
Line 4 Total:		\$ -	

Line 6. Project Inspection Fees

Task	DESCRIPTION	ELIGIBLE FEE	COMMENTS
Line 6 Total:		\$ -	

Line 11. Construction and Project Improvement

Task	DESCRIPTION	ELIGIBLE FEE	COMMENTS
1	R.S. Audley, Inc.	\$ 2,094,444.00	7,377.65 SY of Apron at \$283.89 / SY
Line 11 Total:		\$ 2,094,444.00	

Line 13. Miscellaneous

Task	DESCRIPTION	ELIGIBLE FEE	COMMENTS
Line 13 Total:		\$ -	

Line 14. Total	Total Project Cost	\$ 2,094,444.00	
Line 17. Less: Ineligible Exclusions	Ineligible in this Grant	\$ -	
Line 18. Total Project Amount	FAA Eligible	\$ 2,094,444.00	
Line 19. Federal Share Requested	FAA Share (90% of FAA Eligible)	\$ 1,884,999.60	
Line 23. Grantee Share	Local Share (10% of FAA Eligible)	\$ 209,444.40	
Line 24. Other Shares	State Share (0% of FAA Eligible)	\$ -	

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A CARGO APRON CONSTRUCTION					
BASE (BID) (AIP ELIGIBLE)					
C-105-1	Mobilization (3%)	LS	1	\$ 294,000.00	\$ 294,000.00
C-100-1	Contractor Quality Control Program	LS	1	\$ 50,000.00	\$ 50,000.00
C-102-5.1	Installation and Removal of Inlet Protection Filter Bags	EA	14	\$ 360.00	\$ 5,040.00
C-102-5.2	Installation and Removal of Erosion Control Logs	LF	600	\$ 6.00	\$ 3,600.00
C-102-5.3	Installation and Removal of Stabilized Construction Entrance	EA	2	\$ 6,000.00	\$ 12,000.00
C-102-5.4	Storm Water Pollution Prevention Plan and Monitoring	LS	1	\$ 35,000.00	\$ 35,000.00
M-100-1	Allowance - Gate Guards	AL	1	\$ 20,000.00	\$ 20,000.00
M-105-1	Engineer Field Office	LS	1	\$ 15,000.00	\$ 15,000.00
M-200-1	Maintenance and Protection of Traffic (Airfield)	LS	1	\$ 250,000.00	\$ 250,000.00
M-200-3	Temporary Vehicle Service Road	LS	1	\$ 35,000.00	\$ 35,000.00
M-250-1	Record Documents	LS	1	\$ 35,000.00	\$ 35,000.00
M-250-2	Field Data Collection for GIS Survey Conversion	LS	1	\$ 5,500.00	\$ 5,500.00
M-400-5.1A	No. 12 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,800	\$ 2.09	\$ 3,762.00
M-400-5.1B	No. 10 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,500	\$ 2.57	\$ 3,855.00
M-400-5.1C	No. 6 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	2,700	\$ 3.38	\$ 9,126.00
M-400-5.1D	No. 10G AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	900	\$ 2.57	\$ 2,313.00
M-400-5.1E	No. 8G AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,400	\$ 3.65	\$ 5,110.00
M-400-5.2B	2 Strand Fiber Cable with Innerduct, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	900	\$ 7.76	\$ 6,984.00
M-400-5.2C	Cat 6 Cable, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	600	\$ 5.40	\$ 3,240.00
M-400-5.4E	Concrete Encased 1" Conduit - Type III Sch 40 PVC	LF	780	\$ 24.30	\$ 18,954.00
M-400-5.5	Mast Light Pole and Fixture	EA	4	\$ 18,562.50	\$ 74,250.00
M-400-5.6A	Mast Light Camera Installation	EA	2	\$ 7,951.50	\$ 15,903.00
M-400-5.6B	Building Mounted Camera Installation	EA	3	\$ 6,480.00	\$ 19,440.00
M-400-5.6C	Camera 4-port PoE Enclosure and Switches with Installation	EA	2	\$ 9,990.00	\$ 19,980.00
M-400-5.6D	Security Camera Integrator Installation - Allowance	AL	1	\$ 20,000.00	\$ 20,000.00
M-400-5.7E	Mast Light Pole Foundation Installation	EA	2	\$ 10,530.00	\$ 21,060.00
M-400-5.9B	Lot D (South) Site Lighting Removal	LS	1	\$ 43,335.00	\$ 43,335.00

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIP ELIGIBLE)					
M-500-1	Existing ASOS Site Removal Work	LS	1	\$ 30,000.00	\$ 30,000.00
M-500-2	Coordination and Assistance of Equipment Relocation with the National Weather Service	LS	1	\$ 30,000.00	\$ 30,000.00
M-500-3	Relocated ASOS Site Improvement Installation Work	LS	1	\$ 147,782.87	\$ 147,782.87
M-700-5.3a	Traffic Sign --NHDOT Type C	EA	2	\$ 700.00	\$ 1,400.00
M-900-1	Oil-Water Separator	EA	1	\$ 522,000.00	\$ 522,000.00
P-101-5.1	Pavement Removal	SY	36,200	\$ 7.00	\$ 253,400.00
P-101-5.2	Joint and Crack Repair	LF	1,800	\$ 5.20	\$ 9,360.00
P-101-5.6	Cold Milling	SY	6,200	\$ 3.30	\$ 20,460.00
P-101-5.7A	Removal of Pipe	LF	1,770	\$ 20.00	\$ 35,400.00
P-101-5.7B	Removal on Drain Inlet/Manhole	EA	9	\$ 725.00	\$ 6,525.00
P-152-4.1	Unclassified Excavation	CY	37,800	\$ 12.00	\$ 453,600.00
P-152-4.2	Unsubtable Excavation	CY	3,780	\$ 15.00	\$ 56,700.00
P-154-5.1	Subbase Course	CY	22,100	\$ 30.00	\$ 663,000.00
P-209-5.1	Crushed Aggregate Base Course	CY	6,200	\$ 45.00	\$ 279,000.00
P-401-8.1	Asphalt Surface Course	TON	6,000	\$ 132.00	\$ 792,000.00
P-403-8.1	Asphalt Base Course/Shoulder Pavement	TON	12,300	\$ 132.00	\$ 1,623,600.00
P-501-8.1	Concrete Pavement (13" Depth)	SY	13,100	\$ 200.00	\$ 2,620,000.00
P-603-5.1	Emulsified Asphalt Tack Coat	GAL	5,750	\$ 6.00	\$ 34,500.00
P-605-5.1	Joint Sealing Filler	LF	3,950	\$ 9.00	\$ 35,550.00
P-620-5.1a	Surface Preparation	SF	580	\$ 3.00	\$ 1,740.00
P-620-5.2b	Marking	SF	13,630	\$ 1.75	\$ 23,852.50
P-620-5.3c	Reflective Media	LBS	330	\$ 8.00	\$ 2,640.00
F-162-5.1a	10' Chain Link Fence with Barbed Wire	LF	930	\$ 70.00	\$ 65,100.00
F-162-5.1c	Temporary Chain Link Fence on Concrete Barrier with Barbed Wire	LF	600	\$ 135.00	\$ 81,000.00
F-162-5.2a	Temporary 25' Wide Vehicle Gates	EA	1	\$ 2,900.00	\$ 2,900.00
F-162-5.3	Removal of Existing Fence	LF	1,480	\$ 9.50	\$ 14,060.00
D-701-5.1A	12-Inch Reinforced Concrete Pipe	LF	70	\$ 155.00	\$ 10,850.00

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIR ELIGIBLE)					
D-701-5.1B	15-Inch Reinforced Concrete Pipe	LF	540	\$ 120.00	\$ 64,800.00
D-701-5.1C	18-Inch Reinforced Concrete Pipe	LF	540	\$ 125.00	\$ 67,500.00
D-701-5.1D	48-Inch Reinforced Concrete Pipe	LF	760	\$ 315.00	\$ 239,400.00
D-751-5.1A	Drainage Manhole - Aircraft Rated	EA	7	\$ 5,950.00	\$ 41,650.00
D-751-5.1B	Drainage Diversion Manhole - Aircraft Rated	EA	1	\$ 7,500.00	\$ 7,500.00
D-751-5.2A	Catch Basin - Aircraft Rated	EA	1	\$ 12,500.00	\$ 12,500.00
D-751-5.2B	Catch Basin - H-20 Rated	EA	1	\$ 4,650.00	\$ 4,650.00
D-751-5.3	Trench Drain	LF	560	\$ 600.00	\$ 336,000.00
D-751-5.4	Adjust Structure Rim/Grate Elevation	EA	1	\$ 550.00	\$ 550.00
D-751-5.5	Replace Frame/Cover and Adjust Structure Rim Elevation	EA	1	\$ 3,000.00	\$ 3,000.00
T-901-5.1	Seeding	KSF	100	\$ 120.00	\$ 12,000.00
T-905-5.1	Topsoil (Obtained on Site or Removed from Stockpile)	CY	215	\$ 26.00	\$ 5,590.00
T-905-5.2	Topsoil (Furnished from Off the Site)	CY	305	\$ 34.00	\$ 10,370.00
T-908-5.1	Mulching	SY	9,270	\$ 0.33	\$ 3,059.10
L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	3,200	\$ 4.05	\$ 12,960.00
L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,770	\$ 4.93	\$ 8,726.10
L-110-5.1	Concrete Encased Electrical Conduit, 1-Way-2-Inch	LF	1,820	\$ 49.95	\$ 80,919.00
L-110-5.4	Removal of Concrete Encased or Non-Encased Electrical Conduit/Duct and Cable	LF	1,030	\$ 44.00	\$ 45,320.00
L-110-5.5	Removal of Cable in Electrical Conduit/Duct to Remain	LF	190	\$ 1.35	\$ 256.50
L-115-5.1	Electrical Manhole (Aircraft Rated)	EA	2	\$ 16,800.75	\$ 33,601.50
L-115-5.2	Removal of Electrical Manhole/Junction Structure	EA	2	\$ 74.25	\$ 148.50
L-115-5.3	Existing Electrical Manhole/Junction Structure Elevation Adjustment	EA	2	\$ 3,017.25	\$ 6,034.50
L-125-5.1	New L-861T Elevated Taxiway Edge Light	EA	10	\$ 2,234.25	\$ 22,342.50
L-125-5.2A	New L-858(L) Airfield Guidance Sign - 2 Module	EA	2	\$ 6,851.25	\$ 13,702.50
L-125-5.2B	New L-858(L) Airfield Guidance Sign - 3 Module	EA	1	\$ 9,416.25	\$ 9,416.25
L-125-5.4	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on Existing Base Can	EA	2	\$ 445.50	\$ 891.00

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIP ELIGIBLE)					
L-125-5.5	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on New Base Can and Remove Existing Base Can	EA	6	\$ 912.60	\$ 5,475.60
L-125-5.6	Remove Elevated Taxiway Edge Light and Base Can	EA	4	\$ 918.00	\$ 3,672.00
L-125-5.7A	New L-852C(L) Taxiway Centerline Light	EA	2	\$ 11,778.00	\$ 23,556.00
L-125-5.7B	New L-852C(L) Taxiway Centerline Light on Existing Conduit	EA	2	\$ 3,510.00	\$ 7,020.00
L-125-5.7C	New L-852K(L) Taxiway Centerline Light	EA	10	\$ 3,577.50	\$ 35,775.00
L-125-5.7D	Remove, Store and Reinstall Taxiway Centerline Light on Existing Base Can	EA	4	\$ 600.75	\$ 2,403.00
SCHEDULE A - BASE BID SUBTOTAL (AIP ELIGIBLE)				\$ 9,964,661.42	

APRON AREA = 35,100 SY
 AVG COST FOR AIP ELIGIBLE COSTS BASED ON APRON AREA = \$ 283.89 PER SY

GRANT AMOUNT AVAILABLE = \$ 2,094,440.00

GRANT AMOUNT APRON AREA = 7,377.65 SY

Design Phase Eligibility Splits

FEE SUMMARY

October 25, 2021
FINAL
Total % Added April 20, 2022

**McFarland Johnson, Inc.
Manchester-Boston Regional Airport
Green Drive Cargo Facility Apron and Access Road
Design Phase Services**

Task and Description	Hours	Total Fee	FAA Eligible Fee	Ineligible Fee	Percentage for Ineligible Fee ¹
Task 1 - Administration / Project Management	285	\$ 49,200.00	\$ 34,440.00	\$ 14,760.00	30%
Task 2 - Grant Administration	76	\$ 10,150.00	\$ 10,150.00	-	0%
Task 3 - Ground Survey	116	\$ 52,200.00	\$ 36,540.00	\$ 15,660.00	30%
Task 4 - Geotechnical Investigation	106	\$ 54,750.00	\$ 38,325.00	\$ 16,425.00	30%
Task 5 - Environmental Documentation and Permitting	100	\$ 14,100.00	\$ 9,870.00	\$ 4,230.00	30%
Task 6 - Coordination and Construction Phasing	100	\$ 14,400.00	\$ 10,080.00	\$ 4,320.00	30%
Task 7.1 - Preliminary Design (60%)	1,607	\$ 230,400.00	\$ 158,976.00	\$ 71,424.00	31%
Task 7.2 - Final Design (95%)	710	\$ 114,100.00	\$ 82,152.00	\$ 31,948.00	28%
Task 7.3 - Bid Documents (100%)	209	\$ 24,350.00	\$ 17,045.00	\$ 7,305.00	30%
Task 8 - Bid and Award	83	\$ 11,900.00	\$ 11,900.00	-	0%
Totals	3,392	\$ 575,550.00	\$ 409,478.00	\$ 166,072.00	

Subconsultants \$ 78,385.00
Expenses \$ 1,711.75
MJ \$ 495,453.25

Project Eligible %	71%
Project Ineligible %	29%

1 - It has been determined that approximately 30% of the total design effort is associated with the Access Road, Snow Melter design and access to the Terminal Loading Dock. This was based on a detailed analysis of the effort to prepare the 60% and 95% design and plan preparation. The 60% and 95% design fees calculated to be 31% and 28% ineligible, respectively and so 30% ineligible will be used for other phases.

CONSTRUCTION PROJECT ELIGIBILITY SUMMARY

Project Name: Construct New Green Drive Cargo Facility Apron

Airport: Manchester-Boston Regional Airport

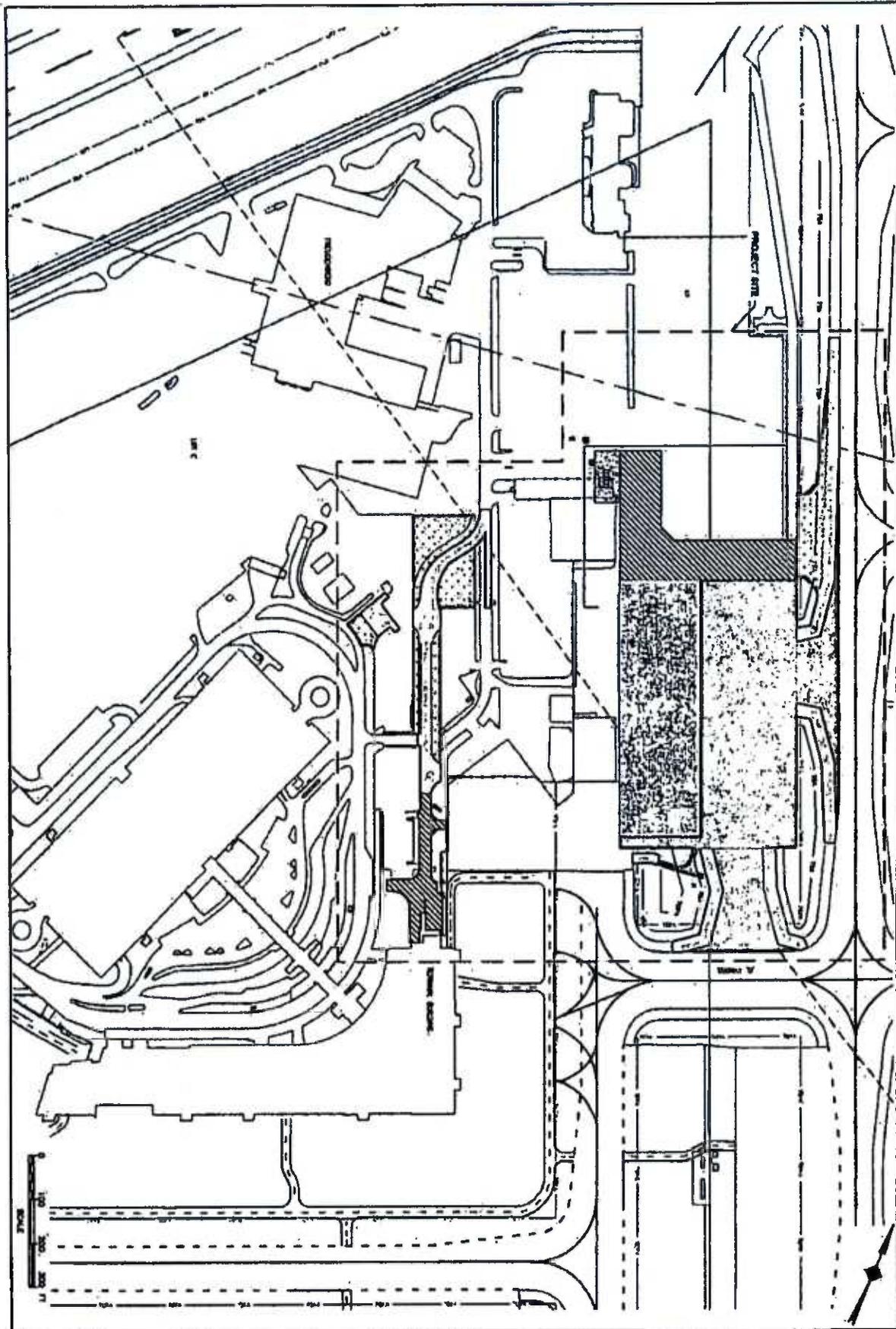
Date: April 20, 2022

The purpose of this calculation is to determine the percentage of project soft costs that are FAA eligible.

Bid Schedule	Description	FAA Eligible	Bid Amount
A - Base Bid	Apron and FAA Eligible Work	Y	\$ 9,964,661.42
B - Base Bid	Landside and non-FAA Eligible Work	N	\$ 3,376,822.63
C1	Access Road Alternative #1	N	\$ 206,736.80
D	Terminal Paving	N	\$ 29,783.00
Total			\$ 13,578,003.85

FAA Eligible Percentage 73%

Non-FAA Eligible Percentage 27%



NO.	DATE	DESCRIPTION

MANCHESTER-BOSTON
REGIONAL AIRPORT

PROJECT SITE

SCALE 1" = 100' APRIL 2022

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

PROJECT DESIGNER

McFarland Johnson

10000 Rte. 101, Suite 100
Manchester, NH 03103

DESIGNED BY: [Signature] DRAWN BY: [Signature] CHECKED BY: [Signature]

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-XXX-2022

Description of Work: Construct New Green Drive Cargo Facility Apron Supplemental

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: Manchester-Boston Regional Airport
 Address: One Airport Road, Manchester, New Hampshire 03103

Location 2 (If applicable)

Name of Location: McFarland-Johnson, Inc.
 Address: 53 Regional Drive, Concord, New Hampshire 03301

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 **22** day of **APRIL**, **2022**.

Name of Sponsor: City of Manchester

Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____



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

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

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-XXX-2022

Description of Work: Construct New Green Drive Cargo Facility Apron Supplemental

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 it 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 foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 22 day of APR, 2022

Name of Sponsor: City of Manchester

Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____



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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

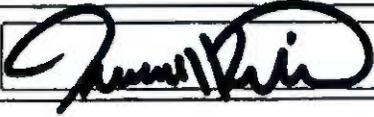
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION		
City of Manchester		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	*First Name: Theodore	Middle Name: S.
*Last Name: Kitchens, A.A.E.	Suffix:	
*Title: Airport Director		
* SIGNATURE:		* DATE: 01/22/88

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-XXX-2022

Description of Work: Construct New Green Drive Cargo Facility Apron Supplemental

Application

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

Certification Statements

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

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

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

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

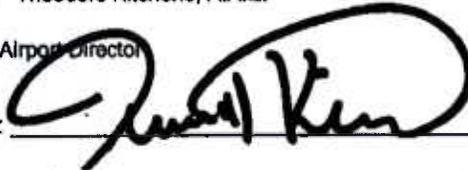
Executed on this 22 day of April, 2012.

Name of Sponsor: City of Manchester

Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____



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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-XXX-2022

Description of Work: Construct New Green Drive Cargo Facility Apron Supplemental

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.

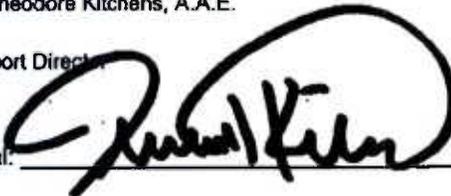
Executed on this **22** day of **APRIL**, **2022**.

Name of Sponsor: City of Manchester

Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____



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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-XXX-2022

Description of Work: Construct New Green Drive Cargo Facility Apron Supplemental

Application

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

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

Certification Statements

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

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

Yes No N/A

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

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

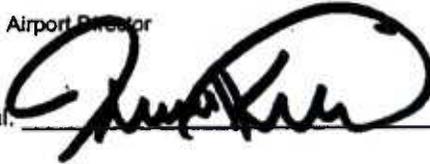
Executed on this 22 day of April, 2022.

Name of Sponsor: City of Manchester

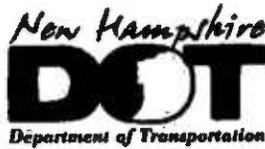
Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____



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.



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G&C #26B
DATE 8-17-22



26B

William Cass, P.E.
Assistant Commissioner

Bureau of Aeronautics
July 28, 2022

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

REQUESTED ACTION

Authorize the Department of Transportation to retroactively award a grant to the City of Manchester (Vendor Code 177433), AIP-138, to construct an aircraft apron Phase II at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$8,308,731.00 is effective upon Governor and Council approval through July 21, 2026. 95% Federal Funds, 5% State Funds.

Funding is available as follows:	<u>FY 2023</u>
04-96-96-960030-1335 FAA Projects 034-500161 New Construction	\$ 7,871,429.00
04-96-96-964030-7537 FAA Projects 034-500161 New Construction	\$ <u>437,302.00</u>
Total	\$ 8,308,731.00

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$7,871,429.00 (copy attached), which represents 90% of the funding from the Federal AIP program. AIP-138 will provide funding for the construction of an aircraft apron (approximately 33,946 SY) Phase II at the Manchester-Boston Regional Airport.

This FAA grant will retroactively fund the construction of a portion (Phase II) of the new Green Drive Cargo Facility Apron, which includes the reconfiguration of an existing vehicle parking lot into an air cargo apron. This project will create the following benefits:

- Increase the cargo handling capacity of the airport.
- Decreases air cargo delivery times to New England.
- Increases the opportunity for competition and removes barriers to entry in the air cargo market.
- Improves the airport's financial self-sufficiency

New Hampshire and all of northern New England are suffering from a lack of air cargo capacity with much of the cargo coming through out-of-state airports and being trucked to New Hampshire. This increases the cost of goods to New Hampshire residents in addition to delaying delivery and increasing the wear and tear on our highways. The Air Cargo Facility at Manchester-Boston Regional Airport is a multi-tenant facility that is critical to New

Hampshire's economy. Because the peak of the air cargo season is from Thanksgiving to New Year's, the airport agreed to complete this portion of the development by mid-September 2022. This request is retroactive because it was critical that the contractor start construction of the apron immediately to meet this air cargo season deadline. It is expected that additional phase(s) of this project will be funded by future FAA grants, as funding becomes available.

The project breakdown is as follows:

Sponsor Administration	\$ 4,000.00
Engineering Fees (McFarland-Johnson)	\$ 521,352.00
Resident Engineering (McFarland-Johnson)	\$ 148,555.00
Construction (R.S. Audley, Inc.)	\$ 7,973,126.00
Miscellaneous (MHT Force account for escorting construction vehicles)	\$ 99,000.00
Total	\$ 8,746,033.00

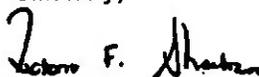
The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Manchester in accordance with RSA 422:15. State participation in the amount of \$437,302.00 (5% of this project) is also requested. The City of Manchester will participate in the amount of \$437,302.00 (5% of this project). Total cost of the project (including state and local matching shares) is \$8,746,033.00.

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2019, 146:1, XVI- A, and 2015, 220:1 XVI-A1 Capital Budget.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments
VFS/tls

**Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road**



McFARLAND-JOHNSON, INC.

April 8, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A (CARGO APRON CONSTRUCTION) BASE BID (APPLICABLE)					
C-105-1	Mobilization (3%)	LS	1	\$ 294,000.00	\$ 294,000.00
C-100-1	Contractor Quality Control Program	LS	1	\$ 50,000.00	\$ 50,000.00
C-102-5.1	Installation and Removal of Inlet Protection Filter Bags	EA	14	\$ 360.00	\$ 5,040.00
C-102-5.2	Installation and Removal of Erosion Control Logs	LF	600	\$ 5.00	\$ 3,000.00
C-102-5.3	Installation and Removal of Stabilized Construction Entrances	EA	2	\$ 6,000.00	\$ 12,000.00
C-102-5.4	Storm Water Pollution Prevention Plan and Monitoring	LS	1	\$ 35,000.00	\$ 35,000.00
M-100-1	Allowance - Gate Guards	AL	1	\$ 20,000.00	\$ 20,000.00
M-105-1	Engineer Field Office	LS	1	\$ 15,000.00	\$ 15,000.00
M-200-1	Maintenance and Protection of Traffic (Airfield)	LS	1	\$ 250,000.00	\$ 250,000.00
M-200-3	Temporary Vehicle Service Road	LS	1	\$ 35,000.00	\$ 35,000.00
M-250-1	Record Documents	LS	1	\$ 35,000.00	\$ 35,000.00
M-250-2	Field Data Collection for GIS Survey Conversion	LS	1	\$ 5,500.00	\$ 5,500.00
M-400-5.1A	No. 12 AWG 600V Copper Wire, installed in Duct Bank or Conduit, including Connections and Terminations	LF	1,800	\$ 2.09	\$ 3,762.00
M-400-5.1B	No. 10 AWG 600V Copper Wire, installed in Duct Bank or Conduit, including Connections and Terminations	LF	1,500	\$ 2.57	\$ 3,855.00
M-400-5.1C	No. 8 AWG 600V Copper Wire, installed in Duct Bank or Conduit, including Connections and Terminations	LF	2,700	\$ 3.38	\$ 9,126.00
M-400-5.1D	No. 10G AWG 600V Copper Wire, installed in Duct Bank or Conduit, including Connections and Terminations	LF	900	\$ 2.57	\$ 2,313.00
M-400-5.1E	No. 8G AWG 600V Copper Wire, installed in Duct Bank or Conduit, including Connections and Terminations	LF	1,400	\$ 3.65	\$ 5,110.00
M-400-5.2B	2 Strand Fiber Cable with Innerduct, installed in Duct Bank or Conduit, including Connections and Terminations	LF	900	\$ 7.76	\$ 6,984.00
M-400-5.2C	Cat 6 Cable, installed in Duct Bank or Conduit, including Connections and Terminations	LF	600	\$ 5.40	\$ 3,240.00
M-400-5.4E	Concrete Encased 1" Conduit - Type III Sch 40 PVC	LF	760	\$ 24.30	\$ 18,468.00
M-400-5.5	Mast Light Pole and Fixture	EA	4	\$ 18,562.50	\$ 74,250.00
M-400-5.8A	Mast Light Camera Installation	EA	2	\$ 7,951.50	\$ 15,903.00
M-400-5.8B	Building Mounted Camera Installation	EA	3	\$ 6,480.00	\$ 19,440.00
M-400-5.8C	Camera 4-port PoE Enclosure and Switches with Installation	EA	2	\$ 9,980.00	\$ 19,960.00
M-400-5.8D	Security Camera Integrator Installation - Allowance	AL	1	\$ 20,000.00	\$ 20,000.00
M-400-5.7E	Mast Light Pole Foundation Installation	EA	2	\$ 10,530.00	\$ 21,060.00
M-400-5.9B	Lot D (South) Site Lighting Removal	LS	1	\$ 43,335.00	\$ 43,335.00

**Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road**



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. B. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A/ CARGO APRON CONSTRUCTION BASE BID (APELUGIBLE)					
M-600-1	Existing ASOS Site Removal Work	LS	1	\$ 30,000.00	\$ 30,000.00
M-600-2	Coordination and Assistance of Equipment Relocation with the National Weather Service	LS	1	\$ 30,000.00	\$ 30,000.00
M-600-3	Relocated ASOS Site Improvement Installation Work	LS	1	\$ 147,782.87	\$ 147,782.87
M-700-5.3a	Traffic Sign - NHDOT Type C	EA	2	\$ 700.00	\$ 1,400.00
M-900-1	Oil-Water Separator	EA	1	\$ 622,000.00	\$ 622,000.00
P-101-5.1	Pavement Removal	SY	36,200	\$ 7.00	\$ 253,400.00
P-101-5.2	Joint and Crack Repair	LF	1,500	\$ 6.20	\$ 9,300.00
P-101-5.6	Cold Milling	SY	6,200	\$ 3.30	\$ 20,460.00
P-101-5.7A	Removal of Pipe	LF	1,770	\$ 20.00	\$ 35,400.00
P-101-5.7B	Removal on Drain Inlet/Manhole	EA	9	\$ 725.00	\$ 6,525.00
P-152-4.1	Unclassified Excavation	CY	37,800	\$ 12.00	\$ 453,600.00
P-152-4.2	Unsuitable Excavation	CY	3,760	\$ 15.00	\$ 56,400.00
P-154-5.1	Subbase Course	CY	22,100	\$ 30.00	\$ 663,000.00
P-209-5.1	Crushed Aggregate Base Course	CY	6,200	\$ 45.00	\$ 279,000.00
P-401-5.1	Asphalt Surface Course	TON	6,000	\$ 132.00	\$ 792,000.00
P-403-5.1	Asphalt Base Course/Shoulder Pavement	TON	12,800	\$ 132.00	\$ 1,689,600.00
P-501-5.1	Concrete Pavement (18" Depth)	SY	13,100	\$ 200.00	\$ 2,620,000.00
P-603-5.1	Emulsified Asphalt Tack Coat	GAL	5,750	\$ 6.00	\$ 34,500.00
P-605-5.1	Joint Sealing Filler	LF	3,850	\$ 9.00	\$ 35,550.00
P-620-5.1a	Surface Preparation	SF	580	\$ 3.00	\$ 1,740.00
P-620-5.2b	Marking	SF	13,630	\$ 1.75	\$ 23,852.50
P-620-5.3c	Reflective Media	LBS	330	\$ 8.00	\$ 2,640.00
F-162-5.1a	10' Chain Link Fence with Barbed Wire	LF	930	\$ 70.00	\$ 65,100.00
F-162-5.1c	Temporary Chain Link Fence on Concrete Barrier with Barbed Wire	LF	600	\$ 135.00	\$ 81,000.00
F-162-5.2a	Temporary 26' Wide Vehicle Gates	EA	1	\$ 2,000.00	\$ 2,000.00
F-162-5.3	Removal of Existing Fence	LF	1,480	\$ 9.50	\$ 14,060.00
D-701-5.1A	12-Inch Reinforced Concrete Pipe	LF	70	\$ 155.00	\$ 10,850.00

**Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road**



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A CARGO APRON CONSTRUCTION					
BASE BID (A/P ELIGIBLE)					
D-701-5.1B	16-inch Reinforced Concrete Pipe	LF	540	\$ 120.00	\$ 64,800.00
D-701-5.1C	18-inch Reinforced Concrete Pipe	LF	540	\$ 125.00	\$ 67,500.00
D-701-5.1D	48-inch Reinforced Concrete Pipe	LF	760	\$ 316.00	\$ 239,400.00
D-751-5.1A	Drainage Manhole - Aircraft Rated	EA	7	\$ 5,960.00	\$ 41,720.00
D-751-5.1B	Drainage Diversion Manhole - Aircraft Rated	EA	1	\$ 7,600.00	\$ 7,600.00
D-751-5.2A	Catch Basin - Aircraft Rated	EA	1	\$ 12,500.00	\$ 12,500.00
D-751-5.2B	Catch Basin - H-20 Rated	EA	1	\$ 4,860.00	\$ 4,860.00
D-751-5.3	Trench Drain	LF	560	\$ 600.00	\$ 336,000.00
D-751-5.4	Adjust Structure Rim/Grate Elevation	EA	1	\$ 550.00	\$ 550.00
D-751-5.5	Replace Frame/Cover and Adjust Structure Rim Elevation	EA	1	\$ 3,000.00	\$ 3,000.00
T-905-5.1	Seeding	KSF	100	\$ 120.00	\$ 12,000.00
T-905-5.1	Topsoil (Obtained on Site or Removed from Stockpile)	CY	215	\$ 28.00	\$ 6,020.00
T-905-5.2	Topsoil (Furnished from Off the Site)	CY	305	\$ 34.00	\$ 10,370.00
T-905-5.1	Mulching	SY	9,270	\$ 0.33	\$ 3,059.10
L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	3,200	\$ 4.05	\$ 12,960.00
L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,770	\$ 4.93	\$ 8,726.10
L-110-5.1	Concrete Encased Electrical Conduit, 1-Way-2-Inch	LF	1,820	\$ 48.95	\$ 89,089.00
L-110-5.4	Removal of Concrete Encased or Non-Encased Electrical Conduit/Duct and Cable	LF	1,030	\$ 44.00	\$ 45,320.00
L-110-5.5	Removal of Cable in Electrical Conduit/Duct to Remain	LF	180	\$ 1.35	\$ 243.00
L-115-5.1	Electrical Manhole (Aircraft Rated)	EA	2	\$ 16,800.75	\$ 33,601.50
L-115-5.2	Removal of Electrical Manhole/Junction Structure	EA	2	\$ 74.25	\$ 148.50
L-115-5.3	Existing Electrical Manhole/Junction Structure Elevation Adjustment	EA	2	\$ 3,017.25	\$ 6,034.50
L-125-5.1	New L-881T Elevated Taxiway Edge Light	EA	10	\$ 2,234.25	\$ 22,342.50
L-125-5.2A	New L-858(L) Airfield Guidance Sign - 2 Module	EA	2	\$ 6,851.25	\$ 13,702.50
L-125-5.2B	New L-858(L) Airfield Guidance Sign - 3 Module	EA	1	\$ 9,418.25	\$ 9,418.25
L-125-5.4	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on Existing Base Can	EA	2	\$ 445.50	\$ 891.00

**Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road**



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

				R. S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT COST.	UNIT TOTAL
SCHEDULE 'A' CARGO APRON CONSTRUCTION					
BASE BID (AIP ELIGIBLE)					
L-125-5.5	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on New Base Can and Remove Existing Base Can	EA	6	\$ 912.60	\$ 5,475.60
L-125-5.6	Remove Elevated Taxiway Edge Light and Base Can	EA	4	\$ 918.00	\$ 3,672.00
L-125-5.7A	New L-852C(L) Taxiway Centerline Light	EA	2	\$ 11,776.00	\$ 23,552.00
L-125-5.7B	New L-852C(L) Taxiway Centerline Light on Existing Conduit	EA	2	\$ 3,510.00	\$ 7,020.00
L-125-5.7C	New L-852K(L) Taxiway Centerline Light	EA	10	\$ 3,577.50	\$ 35,775.00
L-125-5.7D	Remove, Store and Reinstall Taxiway Centerline Light on Existing Base Can	EA	4	\$ 600.75	\$ 2,403.00
SCHEDULE 'A' - BASE BID SUBTOTAL (AIP ELIGIBLE)					\$ 9,884,681.42

APRON AREA = 35,100 SY
 AVG COST FOR AIP ELIGIBLE COSTS BASED ON APRON AREA = \$ 283.89 PER SY

GRANT AMOUNT AVAILABLE = \$ 7,870,217.42

GRANT AMOUNT APRON AREA = 27,722.36 SY



U.S. Department
of Transportation
Federal Aviation
Administration

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

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

July 11, 2022

Mr. Theodore Kitchens
Airport Director
1 Airport Rd., Ste. 300
Manchester, NH 03103

Dear Mr. Kitchens:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-33-0011-138-2022 at Manchester Boston Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than August 10, 2022.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

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

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

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

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

Sincerely,

Gail Lattrell
Gail Lattrell (Jul 11, 2022 17:35 EDT)

Gail Lattrell

Director



U.S. Department
of Transportation
Federal Aviation
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM
FY 2022 SUPPLEMENTAL GRANT PROGRAM
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	July 11, 2022
Airport/Planning Area	Manchester Boston Regional Airport
Supplemental Appropriation Grant Number	3-33-0011-138-2022
Unique Entity Identifier	L678RJK6JE86
TO:	City of Manchester, NH
	(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 5, 2022, for a grant of Federal funds for a project at or associated with the Manchester Boston Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Manchester Boston Regional Airport (herein called the "Project") consisting of the following:

Construct Apron - Phase II West Cargo Apron Development (approx. 33,946 SY),
which is more fully described in the Project Application.

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.; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent 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 \$7,871,429.

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;

\$7,871,429 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 Sponsor formally accepts this Agreement and is the date signed by the last Sponsor 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 Sponsor 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).

- 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), 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.**

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. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **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 of Transportation ("Secretary"), and any superseding legislation. 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 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. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA 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 FAA 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 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 August 10, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The 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 project 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 Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor 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 Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
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 which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - 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, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

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

The FAA 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 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.

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 FAA may suspend, cancel, or terminate this Grant Agreement.

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

16. **Buy American.** Unless otherwise approved in advance by the FAA, 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 goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

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), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;

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

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, 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.

19. 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.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the 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 all contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor 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 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 Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, 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 Condition; or
 2. 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 award term 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 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.
- 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.

23. Grant Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility

Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The Sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 28, 2019 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. **Prohibition of Reprisals**
 1. In accordance with 41 U.S.C. § 4712, an employee of a 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) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. **Persons and bodies covered.** The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this 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 OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

26. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the City of Manchester, New Hampshire, as principal, and the New Hampshire Aeronautics Commission, as agent, created by an Agreement of Agency dated May 21, 1979, which is incorporated herein by reference and made a part hereof. The sponsor agrees that said Agreement of Agency will not be amended, modified or terminated without the prior written approval of the FAA.
27. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
28. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow 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 reconstruction, rehabilitation, or repair.
 2. **Inspection Schedule.**
 - i. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, 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.

29. 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.
 - 7. 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. The Sponsor further agrees to submit interim test and quality assurance reports in a timely manner when requested by the FAA.

- i. Failure to provide a complete report as described in paragraph 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 this project.
 - ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
30. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.
31. **Force Account.** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.
32. **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 United States 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 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.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Gail Lattrell
Gail Lattrell (Jul 11, 2022 17:35 EDT) i
(Signature)

Gail Lattrell
(Typed Name)

Director
(Title of FAA Official)

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.

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

Dated July 20, 2022

City of Manchester, NH

(Name of Sponsor)

Theodore Kitchens

(Signature of Sponsor's Authorized Official)

By: Theodore Kitchens

(Typed Name of Sponsor's Authorized Official)

Title: Airport Director

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, Peter R. Chiesa, Esq. _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at July 22, 2022

Peter R. Chiesa, Esq.
By: Peter R. Chiesa, Esq. (Jul 22, 2022 07:49 EDT)
(Signature of Sponsor's Attorney)

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.

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

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

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The City of Manchester, NH, 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 May 5, 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.

Application for Federal Assistance SF-424		
1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Change/Corrected Application	2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	3. Revision: select appropriate line(s): _____ Other (Specify): _____
4. Date Received: 05/04/2022	4. Applicant Identifier: NNT	
5a. Federal Entry Identifier: 3-33-0011-XXX-2022	5b. Federal Award Identifier: 3-33-0011-XXX-2022	
State Use Only: _____		
6. Date Received by State: _____	7. State Application Identifier: _____	
6. APPLICANT INFORMATION:		
a. Legal Name: City of Manchester		
b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000517	c. UEN: L678AJK6JE864	
d. Address:		
Street:	One Airport Road	
Street:	Ste 300	
City:	Manchester	
County/Parish:	Hillsborough	
State:	NH - New Hampshire	
Province:	_____	
Country:	USA: United States of America	
Zip / Postal Code:	03103	
e. Organizational Unit:		
Department Name:	_____	
Division Name:	_____	
f. Name and Contact Information of person to be contacted on matters involving this application:		
Prefix:	First Name:	Thomas
Middle Name:	_____	
Last Name:	Malafronte, A.A.F.	
Suffix:	_____	
Title:	Deputy Airport Director	
Organizational Address:		
Manchester-Boston Regional Airport		
Telephone Number:	Fax Number:	(603) 666-4101
Email: malafronte@flymanchester.com		

Application for Federal Assistance SF-424

16. Congressional Districts On: District At Large

17. Proposed Project: Add Attachment Delete Attachment View Attachment

18. Estimated Funding (\$):

a. Federal	7,871,330.00
b. Applicant	4,373,302.00
c. State	437,301.00
d. Local	0.00
e. Other	2,011,301.00
f. Program Income	0.00
g. TOTAL	13,693,234.00

19. Is Applicant Subject to Review By State Under Executive Order 12372 Process? Yes No

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

21. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 28, 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:

Print Name: Title:

First Name: Last Name:

Address:

City: State: Zip:

Telephone Number: Fax Number:

Email:

Signature of Authorized Representative:

Date Signed: 5/5/2022

(Application for Federal Assistance (Development and Equipment Projects))

PART II - PROJECT APPROVAL INFORMATION

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

PART I 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 levels (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 Project is compatible with the Airport Master Plan. The Sponsor has encouraged developers to develop areas adjacent to the Airport for uses that are compatible with 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 obligations to the United States or 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:

No circumstances exist that may preclude the successful completion of the project or meeting 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 Project is consistent with the City of Manchester's Master Plan.

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

The Sponsor has given fair consideration to applicable community interests associated with the Project.

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

The Sponsor has undertaken reasonable consultation with affected Airport users.

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.

The Project did not require a public hearing.

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 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.

The Project will not affect Air and Water Quality Standards.

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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:

The Sponsor affirms that no exclusive rights exist at the Airport, owned and controlled 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] N/A

The Sponsor maintains property interest as depicted within the property table on the Exhibit A Property Map dated August 2019 and originally filed with AIP #3-33-0011-111-2018.

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]

All work will occur on land owned by the Sponsor.

(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]

All work will occur on land owned by the Sponsor.

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

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL	
1. Federal Domestic Assistance Catalog 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	4,000	0	4,000
2. Preliminary expense	0	0	0
3. Land; structures; right-of-way	0	0	0
4. Architectural engineering basic fees	521,352	0	521,352
5. Other Architectural engineering fees	0	0	0
6. Project Inspection fees	148,555	0	148,555
7. Land development	0	0	0
8. Relocation Expenses	0	0	0
9. Relocation payments to individuals and businesses	0	0	0
10. Demolition and removal	0	0	0
11. Construction and project improvement	7,973,126	0	7,973,126
12. Equipment	0	0	0
13. Miscellaneous	99,000	0	99,000
14. Subtotal (Lines 1 through 13)	8,746,033	0	8,746,033
15. Estimated Income (if applicable)	0	0	0
16. Net Project Amount (Line 14 minus 15)	8,746,033	0	8,746,033
17. Less: Ineligible Exclusions (Section C, line 23 g.)	0	0	0
18. Subtotal (Lines 16 through 17)	8,746,033	0	8,746,033
19. Federal Share requested of Line 18	7,871,430	0	7,871,430
20. Grantee share	437,302	0	437,302
21. Other shares	437,301	0	437,301
22. TOTAL PROJECT (Lines 19, 20 & 21)	8,746,033	0	8,746,033

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

I hereby certify that the Exhibit A Property Map dated August 2018 and attached to the Grant Application for AP 3-33-0011-14-1-2018 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.

SECTION D - PROPOSED METHOD OF FINANCING: NON-FEDERAL SHARE	
24. Grants Share - Fund Categories	Amount
a. Securities	0
b. Mortgages	0
c. Appropriations (by Applicant)	437,302
d. Bonds	0
e. Tax Levies	0
f. Non-Cash	0
g. Other (Explain)	0
h. TOTAL - Grants share	437,302
25. Other Shares	Amount
a. State	437,301
b. Other	0
c. TOTAL - Other Shares	437,301
26. TOTAL NON-FEDERAL FINANCING	874,603

SECTION C - EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Indigible for Participation
a.	0
b.	0
c.	0
d.	0
e.	0
f.	0
g.	0
h. Total	0

PROJECT: Construct New Green Drive Cargo Facility Apron AIRPORT: Manchester-Boston Regional Airport	
1: Objective: See Attached Part IV - Supplemental Program Narrative	
2: Benefits Anticipated: See Attached Part IV - Supplemental Program Narrative	
3: Approach: (See approved Scope of Work in Final Application) See Attached Part IV - Supplemental Program Narrative	
4: Geographic Location: See Attached Part IV - Supplemental Program Narrative	
5: If Applicable, Provide Additional Information: See Attached Part IV - Supplemental Program Narrative	
6: Sponsor's Representative: (Includes address & telephone number) See Attached Part IV - Supplemental Program Narrative	

2 PART IV - PROGRAM NARRATIVE

(Suggested Format)

Part IV
Program Narrative

Project: Construct Green Drive Cargo Facility Apron
Airport: Manchester-Boston Regional Airport (MHT) - Manchester & Londonderry, NH
Date: May 4, 2022

1. Objective:

Construct a portion of the new Green Drive Cargo Facility Apron at Manchester-Boston Regional Airport (MHT) which includes the following:

- A. Reconfigure an existing vehicle parking lot into an Air Cargo Apron having both Portland Cement Concrete and Asphalt surfaces which will service a new Cargo Facility with a new taxiway connector to Taxiway A. The major components of the project include: the installation of a new full-strength pavement box section with a pavement having a stabilized base and shoulder pavements for the taxiway, new pavement markings, new airfield edge and centerline lighting, apron mast lighting, drainage collection and treatment improvements, perimeter security fence reconfiguration, and security cameras for the new apron.
- B. Relocate an existing ASOS weather station to a new location at the airport.

2. Benefits Anticipated:

The proposed project creates the following benefits for the airport:

- A. Increases the cargo handling capacity of the Airport.
- B. Decreases air cargo delivery times to New England.
- C. Increases the opportunity for competition and removes barriers to entry in the air cargo market.
- D. Improves the accuracy of the existing ASOS weather monitoring system by increasing its separation to the new cargo facility and existing terminal facility.
- E. Improves the Airport's self-sufficiency.

3. Approach:

Refer to the Project Description below.

4. Geographic Location:

This project is located at the Manchester-Boston Regional Airport primarily in the town of Londonderry, Rockingham County, New Hampshire, and a portion of the city of Manchester, Hillsborough County, New Hampshire.

5. Additional Information:

PROJECT DESCRIPTION:

The Manchester-Boston Regional Airport (MHT) is proposing the construction of a new Portland cement concrete and bituminous concrete pavement apron to support three (3) Boeing 767-300ER aircraft (or equivalent) and a new taxiway connection from this apron to Taxiway A. This project will also include: demolition work to the existing abandoned vehicle parking lot, the relocation of the existing Automated Surface Observation System (ASOS), installation of an underground stormwater infiltration system, installation of drainage collection and treatment improvements, installation of taxiway edge and centerline lights, airfield guidance signage, and airfield pavement markings.

The scope of work items will include, but not be limited to: pavement removal; pavement milling; unclassified excavation; installation of base course and subbase course; drainage improvements; taxiway edge lighting removal and installation; airfield guidance signage installation; stabilized asphalt pavement base and surface bituminous asphalt for the apron and vehicle service roads; stabilized asphalt pavement base and Portland Cement Concrete apron construction; and turf restoration for disturbed areas. The schedule for construction is May-Oct 2022.

COST BREAKDOWN

See attached Project Cost Summary.

The successful low bid for the FAA Eligible work is \$9,964,661.42 for the construction of 35,100 Square Yards (SY) of apron, taxiway, and taxi lane. The cost-per-SY for the FAA Eligible work is \$283.89. A previously applied for Supplemental Discretionary grant will fund the construction of 7,377.65 SY of apron, taxiway, and taxi lane and this grant will fund the remaining 27,722.35 SY.

ENVIRONMENTAL STATUS:

This project is Categorically Excluded from NEPA review in accordance with FAA Order 5050.4B and FAA Order 1050.1F, paragraph 5-6.4 h. A Documented CATEX in accordance with FAA SOP 5.1 was completed and accepted by Richard Doucette on 8/26/20.

A New Hampshire Department of Environmental Services (NHDES) Alteration of Terrain (AoT) permit is necessary for the project. The AoT permit (AoT-2108) was approved by NHDES on 03/18/22.

An Environmental Protection Agency (EPA) Notice of Intent (NOI) for coverage under the Construction General Permit is necessary. The Contractor will submit this NOI at least seven days prior to the start of the construction.

STATEMENT ON DISADVANTAGED BUSINESS:

It is the policy of the Sponsor (City of Manchester-Department of Aviation) to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Sponsor has a DBE plan on file at the Manchester-Boston Regional Airport, Manchester, NH. A revision for the DBE plan was filed and approved by the FAA for FFY 2021 through 2023.

The FFY 2021-2023 DBE plan is on file at the Manchester-Boston Regional Airport offices, Manchester, NH. The Airport's DBE goal for the period FFY 2021 through FFY 2023 is 5.3% to be accomplished through race-neutral methods. The goal was updated to 6.5% for FFY 2022 using race-neutral means to account for previous DBE participation shortfalls. The sole bidder for this project proposed 1.4% DBE participation and is submitting documentation of Good Faith Efforts.

COORDINATION WITH NHDOT:

This project has been coordinated with NHDOT throughout the project scoping process and by providing them a copy of this grant application.

COORDINATION WITH USF&W, SHPO, AND CZM

This project has been coordinated with the US Fish and Wildlife (USF&W) for potential impacts to federally listed threatened and endangered species by using the department's Information for Planning and Consultation website, as well as submission to the New Hampshire Natural Heritage Bureau (NH NHB) for review.

No critical habitat or federally listed endangered, threatened, or candidate species were identified in the vicinity of the project area using the USF&W Information for Planning and Consultation (IPaC) website.

The NH NHB indicated that there have been no documented occurrences of state-listed endangered, threatened, or candidate species within the boundaries of the proposed project area. However, the NH NHB identified four (4) special concern species and two (2) state-threatened species as having the potential to occur in the surrounding vicinity of the project area. The report identified the Banded Sunfish (*Enneacanthus obesus*), a special concern species associated with Cohas Brook, which is more than 700 feet north and northwest of the project area. Another special concern species, the American Eel (*Anguilla rostrata*), has been identified in association with Pine Island Pond approximately one-half mile west of the project area. The remaining four (4) species include two (2) state-threatened birds, Eastern Meadowlark (*Sturnella magna*) and Grasshopper Sparrow (*Ammodramus savaannarum*) and two (2) special concern birds, Horned Lark (*Eremophila alpestris*) and Vesper Sparrow (*Poocetes gramineus*) as potentially occurring in the vicinity of the southern end of the airport off Runway 35.

The New Hampshire Division of Historical Resources (NHDHR) Enhanced Mapping and Management Information Tool (EMMIT) was reviewed. There are no known eligible or listed historic/cultural resources located within the Area of Potential Affect (APE). Additionally, the project area is not located within or in the vicinity of a publicly known archaeologically sensitive area.

KEY INDIVIDUALS:

SPONSOR'S REPRESENTATIVE: Theodore Kitchens, AAE, Airport Director - MHT

SPONSOR'S REPRESENTATIVE: Thomas Malafronte, AAE, Deputy Airport Director - MHT

SPONSOR'S REPRESENTATIVE: Luis Elguezabal, AAE, Asst. Airport Director - MHT

CONSULTANT: Brian Smith, PE, Client Manager - McFarland Johnson

CONSULTANT: Brian Bennett, PE, Project Manager - McFarland Johnson

CONSULTANT: David Brouillet, Deputy Project Manager - McFarland Johnson

6. Sponsor's Representative:

The Sponsor's representative for this project is:

Mr. Thomas Malafronte, AAE
Deputy Airport Director
Manchester-Boston Regional Airport
1 Airport Road - Suite 300
Manchester, NH 03103
Phone: (603) 624-6539
Email: tmalafronte@flymanchester.com

PROJECT COST SUMMARY

Project Name: Construct New Green Drive Cargo Facility Apron - Congressionally Directed Spending
 Airport: Manchester-Boston Regional Airport
 Date: May 4, 2022

Line 1: Administrative Expenses

ITEM	DESCRIPTION	FEE	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE FEE	COMMENTS
	FEE and Audit	\$ 14,000.00	100%	\$ 14,000.00	
Line 1 Total:		\$ 14,000.00		\$ 14,000.00	

Line 4: Architectural Engineering Permit Fees

TASK	DESCRIPTION	FEE	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE FEE	COMMENTS
4.0	MU Design and Bidding	\$ 2,500,000.00	75%	\$ 1,875,000.00	
4.1	Administration / Project Management				
4.2	Grant Administration				
4.3	Ground Survey				
4.4	Geotechnical Investigation				
4.5	Environmental Documentation and Permitting				
4.6	Coordination and Construction Phasing				
4.7.1	Preliminary Design (60%)				
4.7.2	Final Design (40%)				
4.7.3	Bid Documents (100%)				
4.8	Bid and Award				
4.9	MU Construction Administration	\$ 2,500,000.00	75%	\$ 1,875,000.00	
4.9.1	Administration / Project Management				
4.9.2	Construction Administration				
Line 4 Total:		\$ 5,000,000.00		\$ 3,750,000.00	

Line 6: Project Inspection Fees

TASK	DESCRIPTION	FEE	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE FEE	COMMENTS
6.0	MU Project Inspection	\$ 200,000.00	100%	\$ 200,000.00	
6.1	Full-Time Resident Engineering				
Line 6 Total:		\$ 200,000.00		\$ 200,000.00	

Line 11: Construction and Project Improvement

ITEM	DESCRIPTION	AMOUNT	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE AMOUNT	COMMENTS
A.1	A.S. Audley, Inc. - Sch. A Base Bid - Part 1	\$ 2,084,444.00	0%	\$ 0.00	27,722.35 SY of Apron, Taxiway, and Taxiway at 5283.89 / SY - In Supplemental Order/Inventory
A.2	A.S. Audley, Inc. - Sch. A Base Bid - Part 2	\$ 7,670,217.42	100%	\$ 7,670,217.42	27,722.35 SY of Apron, Taxiway, and Taxiway at 5283.89 / SY
B	A.S. Audley, Inc. - Sch. B Base Bid	\$ 1,174,822.00	0%	\$ 0.00	Eligible Work - Access Road and Land Side - Includes 61,322,000.00 for the Green Address for which an eligibility determination is pending
C1	A.S. Audley, Inc. - Schedule C1	\$ 200,000.00	0%	\$ 0.00	Eligible Work - Access Road
D	A.S. Audley, Inc. - Schedule D1	\$ 29,783.00	0%	\$ 0.00	Eligible Work - Terminal (Open) Dock Parking
1	Expenditure - Electric Service Revisors for Airside	\$ 84,760.15	100%	\$ 84,760.15	Required to re-power airfield facilities
2	PERMITS - Alteration of Terrain Application Fee	\$ 11,875.00	75%	\$ 8,906.25	Required permit due to area of disturbance
Line 11 Total:		\$ 11,684,122.00		\$ 7,973,123.82	

Project Name: **Construct New Green Drive Cargo Facility**
 Airport: **Manchester-Boston Regional Airport**
 Date: **May 4, 2022**

Construct New Green Drive Cargo Facility - Congressionally Directed Spending
 Manchester-Boston Regional Airport
 May 4, 2022

Line 18: Miscellaneous

ITEM	DESCRIPTION	AMOUNT	FAA ELIGIBILITY % (If FA Applicable)	ELIGIBLE AMOUNT	COMMENTS
	MHT Force Account Work for Project Errors	\$99,000.00	100%	\$99,000.00	
Line 18 Total:		\$99,000.00		\$99,000.00	

Line 25: Total	Total Project Cost:		\$14,720,569.00	
Line 27: Total Available Expenditures	(Excluded in this Grant)		\$7,874,885.18	
Line 28: Total Project Amount	FAA Eligible		\$6,845,683.82	
Line 29: Federal Share Requested	FAA Share (80% of FAA Eligible)		\$5,476,547.06	
Line 28: Grants Share	Local Share (5% of FAA Eligible + Ineligible)		\$3,369,136.76	
Line 29: Other Share	State Share (5% of FAA Eligible)		\$3,369,136.76	

Manchester-Boston Regional Airport
Green Drive Cargo Development Projects
Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

R. S. Audley, Inc.

NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A CARGO APRON CONSTRUCTION					
BASE BID (A/P/E) (G/B/E)					
C-105-1	Mobilization (3%)	LS	1	\$ 294,000.00	\$ 294,000.00
C-100-1	Contractor Quality Control Program	LS	1	\$ 50,000.00	\$ 50,000.00
C-102-5.1	Installation and Removal of Inlet Protection Filter Bags	EA	14	\$ 380.00	\$ 5,320.00
C-102-5.2	Installation and Removal of Erosion Control Logs	LF	600	\$ 6.00	\$ 3,600.00
C-102-5.3	Installation and Removal of Stabilized Construction Entrance	EA	2	\$ 6,000.00	\$ 12,000.00
C-102-5.4	Storm Water Pollution Prevention Plan and Monitoring	LS	1	\$ 35,000.00	\$ 35,000.00
M-100-1	Allowance - Gate Guards	AL	1	\$ 20,000.00	\$ 20,000.00
M-105-1	Engineer Field Office	LS	1	\$ 15,000.00	\$ 15,000.00
M-200-1	Maintenance and Protection of Traffic (Airfield)	LS	1	\$ 250,000.00	\$ 250,000.00
M-200-3	Temporary Vehicle Service Road	LS	1	\$ 35,000.00	\$ 35,000.00
M-250-1	Record Documents	LS	1	\$ 35,000.00	\$ 35,000.00
M-250-2	Field Data Collection for GIS Survey Conversion	LS	1	\$ 5,500.00	\$ 5,500.00
M-400-5.1A	No. 12 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,800	\$ 2.09	\$ 3,762.00
M-400-5.1B	No. 10 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,500	\$ 2.57	\$ 3,855.00
M-400-5.1C	No. 8 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	2,700	\$ 3.38	\$ 9,126.00
M-400-5.1D	No. 10G AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	900	\$ 2.57	\$ 2,313.00
M-400-5.1E	No. 8G AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	1,400	\$ 4.65	\$ 6,510.00
M-400-5.2B	2 Strand Fiber Cable with Innerduct, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	900	\$ 7.76	\$ 6,984.00
M-400-5.2C	Cat 6 Cable, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	600	\$ 5.40	\$ 3,240.00
M-400-5.4E	Concrete Encased 1" Conduit - Type III, Sch. 40 PVC	LF	780	\$ 24.30	\$ 18,954.00
M-400-5.6	Mast Light Pole and Fixture	EA	4	\$ 18,562.50	\$ 74,250.00
M-400-5.8A	Mast Light Camera Installation	EA	2	\$ 7,951.50	\$ 16,903.00
M-400-5.6B	Building Mounted Camera Installation	EA	3	\$ 6,480.00	\$ 19,440.00
M-400-5.8C	Camera 4-port PoE Enclosure and Switches with Installation	EA	2	\$ 9,980.00	\$ 19,960.00
M-400-5.8D	Security Camera Integrator Installation - Allowance	AL	1	\$ 20,000.00	\$ 20,000.00
M-400-5.7E	Mast Light Pole Foundation Installation	EA	2	\$ 10,530.00	\$ 21,060.00
M-400-5.9B	Lot D (South), Site Lighting Removal	LS	1	\$ 43,335.00	\$ 43,335.00

Manchester-Boston Regional Airport

Green Drive Cargo Development Projects

Green Drive Cargo Apron and Access Road

MCFARLAND-JOHNSON, INC.

1000 Main Street, Suite 200, Manchester, NH 03102

April 6, 2022 10:00 AM

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R.S. Audley, Inc.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIR ELIGIBLE)					
M-500-1	Existing ASOS Site Removal Work	LS	1	\$ 30,000.00	\$ 30,000.00
M-500-2	Coordination and Assistance of Equipment Relocation with the National Weather Service	LS	1	\$ 30,000.00	\$ 30,000.00
M-500-3	Relocated ASOS Site Improvement Installation Work	LS	1	\$ 147,782.87	\$ 147,782.87
M-700-8.3a	Traffic Sign - NHDOT Type C	EA	2	\$ 700.00	\$ 1,400.00
M-900-1	Oil-Water Separator	EA	1	\$ 522,000.00	\$ 522,000.00
P-101-5.1	Pavement Removal	SY	38,200	\$ 7.00	\$ 2,674,000.00
P-101-5.2	Joint and Crack Repair	LF	1,800	\$ 1.520	\$ 2,736.00
P-101-5.9	Cold Milling	SY	6,200	\$ 3.30	\$ 20,460.00
P-101-5.7A	Removal of Pipe	LF	1,770	\$ 20.00	\$ 35,400.00
P-101-5.7B	Removal on Drain Inlet/Manhole	EA	8	\$ 625.00	\$ 5,000.00
P-162-4.1	Unclassified Excavation	CY	37,800	\$ 12.00	\$ 453,600.00
P-162-4.2	Unsuitable Excavation	CY	3,780	\$ 15.00	\$ 56,700.00
P-154-5.1	Subbase Course	CY	22,100	\$ 30.00	\$ 663,000.00
P-209-5.1	Crushed Aggregate Base Course	CY	6,200	\$ 45.00	\$ 279,000.00
P-401-5.1	Asphalt Surface Course	TON	6,000	\$ 132.00	\$ 792,000.00
P-403-5.1	Asphalt Base Course/Shoulder Pavement	TON	12,300	\$ 132.00	\$ 1,623,600.00
P-501-5.1	Concrete Pavement (13" Depth)	SY	13,100	\$ 200.00	\$ 2,620,000.00
P-603-5.1	Emulsified Asphalt Tack Coat	GAL	5,760	\$ 6.00	\$ 34,560.00
P-605-5.1	Joint Sealing Filler	LF	3,950	\$ 9.00	\$ 35,550.00
P-620-5.1a	Surface Preparation	SF	680	\$ 2.50	\$ 1,700.00
P-620-5.2b	Marking	SF	13,630	\$ 1.75	\$ 23,852.50
P-620-5.3c	Reflective Media	LBS	330	\$ 8.00	\$ 2,640.00
F-162-5.1a	10' Chain Link Fence with Barbed Wire	LF	930	\$ 70.00	\$ 65,100.00
F-162-5.1c	Temporary Chain Link Fence on Concrete Barrier with Barbed Wire	LF	600	\$ 135.00	\$ 81,000.00
F-162-5.2a	Temporary 26' Wide Vehicle Gates	EA	1	\$ 2,900.00	\$ 2,900.00
F-162-5.3	Removal of Existing Fence	LF	1,480	\$ 9.50	\$ 14,060.00
D-701-5.1A	12' Inch Reinforced Concrete Pipe	LF	70	\$ 155.00	\$ 10,850.00

Manchester-Boston Regional Airport

Green Drive Cargo Development Projects

Green Drive Cargo Apron and Access Road

McFARLAND JOHNSON, INC.

1111 W. WOODSTOCK RD. SUITE 200
MILFORD, MA 01834

DATE: 04/11/2022 TIME: 10:00 AM

				R.S. Audley, Inc.	
NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	UNIT TOTAL
SCHEDULE A/CARGO/APRON CONSTRUCTION					
BASE BID (AIR ELIGIBLE)					
D-701-5.1B	16-Inch Reinforced Concrete Pipe	LF	540	\$120.00	\$64,800.00
D-701-5.1C	18-Inch Reinforced Concrete Pipe	LF	540	\$125.00	\$67,500.00
D-701-5.1D	48-Inch Reinforced Concrete Pipe	LF	760	\$315.00	\$239,400.00
D-751-5.1A	Drainage Manhole - Aircraft Rated	EA	7	\$5,950.00	\$41,650.00
D-751-5.1B	Drainage Diversion Manhole - Aircraft Rated	EA	1	\$7,500.00	\$7,500.00
D-751-5.2A	Catch Basin - Aircraft Rated	EA	1	\$12,500.00	\$12,500.00
D-751-5.2B	Catch Basin - H-20 Rated	EA	1	\$4,650.00	\$4,650.00
D-751-5.3	Trench Drain	LF	560	\$600.00	\$336,000.00
D-751-5.4	Adjust Structure Rim/Grate Elevation	EA	1	\$550.00	\$550.00
D-751-5.5	Replace Frame/Cover and Adjust Structure Rim Elevation	EA	1	\$3,000.00	\$3,000.00
T-901-5.1	Seeding	KSF	100	\$120.00	\$12,000.00
T-905-5.1	Topsoil (Obtained on Site or Removed from Stockpile)	CY	215	\$78.00	\$16,890.00
T-905-5.2	Topsoil (Furnished from Off the Site)	CY	305	\$35.00	\$10,675.00
T-908-5.1	Mulching	BY	9,270	\$0.33	\$3,059.10
L-108-5.1	No. 8 AWG, 5 KV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	3,200	\$4.05	\$12,960.00
L-108-5.2	No. 8 AWG, Solid, Bare Copper Counterpoise Wire Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,770	\$4.83	\$8,548.10
L-110-5.1	Concrete Encased Electrical Conduit, 1-Way, 2-Inch	LF	1,920	\$49.95	\$95,904.00
L-110-5.4	Removal of Concrete Encased or Non-Encased Electrical Conduit/Duct and Cable	LF	1,030	\$44.00	\$45,320.00
L-110-5.5	Removal of Cable in Electrical Conduit/Duct to Remain	LF	190	\$1.35	\$256.50
L-115-5.1	Electrical Manhole (Aircraft Rated)	EA	2	\$16,800.75	\$33,601.50
L-115-5.2	Removal of Electrical Manhole/Junction Structure	EA	2	\$74.25	\$148.50
L-115-5.3	Existing Electrical Manhole/Junction Structure Elevation Adjustment	EA	2	\$8,017.25	\$16,034.50
L-125-5.1	New L-881T Elevated Taxiway Edge Light	EA	10	\$2,234.25	\$22,342.50
L-125-5.2A	New L-858(L) Airfield Guidance Sign - 2 Module	EA	2	\$6,851.25	\$13,702.50
L-125-5.2B	New L-858(L) Airfield Guidance Sign - 3 Module	EA	1	\$9,416.25	\$9,416.25
L-125-5.4	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on Existing Base Can	EA	2	\$45.50	\$91.00

Manchester-Boston Regional Airport

Green Drive Cargo Development Projects

Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 8, 2022 10:00 AM

R. S. Audley, Inc.					
NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT COST	UNIT TOTAL
SCHEDULE A - CARGO APRON CONSTRUCTION					
BASE BID (AIP ELIGIBLE)					
L-125-5.5F	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on New Base Can and Remove Existing Base Can	EA	8	\$ 812.60	\$ 6,476.60
L-125-5.6	Remove Elevated Taxiway Edge Light and Base Can	EA	4	\$ 918.00	\$ 3,672.00
L-125-5.7A	New L-852C(L) Taxiway Centerline Light	EA	2	\$ 11,778.00	\$ 23,556.00
L-125-5.7B	New L-852C(L) Taxiway Centerline Light on Existing Conduit	EA	2	\$ 3,510.00	\$ 7,020.00
L-125-5.7C	New L-852K(L) Taxiway Centerline Light	EA	10	\$ 3,577.50	\$ 35,775.00
L-125-5.7D	Remove, Store and Reinstall Taxiway Centerline Light on Existing Base Can	EA	4	\$ 600.75	\$ 2,403.00
SCHEDULE A - BASE BID SUBTOTAL (AIP ELIGIBLE)					\$ 8,984,661.42

APRON AREA = 35,100 SY
 AVG COST FOR AIP ELIGIBLE COSTS BASED ON APRON AREA = \$ 283.89 PER SY

GRANT AMOUNT AVAILABLE = \$ 7,870,217.42

GRANT AMOUNT APRON AREA = 27,722.35 SY

W0211.00.0103.0004

W0211.00.0103.0004
 01/11/2022 - 01/11/2022
 01/11/2022 - 01/11/2022

OVERALL PROJECT GRANT SUMMARY

Project Name: Construct New Green Drive Cargo Facility Apron and Access Road
 Airport: Manchester-Boston Regional Airport
 Date: April 28, 2022

Line 3: Administrative Expenses

FAA GRANT	DESCRIPTION	FEE	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE FEE	COMMENTS
3	FF's and Audit	\$ 4,000.00	100%	\$ 4,000.00	
Line 3 Total:		\$ 4,000.00		\$ 4,000.00	

Line 4: Architectural/Engineering/Design Fees

FAA GRANT	DESCRIPTION	FEE	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE FEE	COMMENTS
4	FAA Reimbursable Agreement - Design Phase	\$ 23,744.00	100%	\$ 23,744.00	
5	MJ Design and Bidding	\$ 575,850.00	75%	\$ 431,887.50	MONT. TECH Order #87
6	MJ Construction Administration	\$ 154,000.00	75%	\$ 115,500.00	
Line 4 Total:		\$ 753,594.00		\$ 571,131.50	

Line 5: Project Inspection Fees

FAA GRANT	DESCRIPTION	FEE	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE FEE	COMMENTS
7	FAA Reimbursable Agreement - Construction Phase	\$ 11,170.00	100%	\$ 11,170.00	
8	MJ Project Inspection	\$ 203,500.00	75%	\$ 152,625.00	
Line 5 Total:		\$ 214,670.00		\$ 163,795.00	

Line 11: Construction and Project Improvement

FAA GRANT	DESCRIPTION	FEE	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE FEE	COMMENTS
2	R.S. Audley, Inc. - Sch. A Base Bid	\$ 2,054,444.00	100%	\$ 2,054,444.00	7,377.45 SY of Apron, Taxiway, and Taxiway at \$283.89 / SY
3	R.S. Audley, Inc. - Sch. A Base Bid	\$ 7,870,217.42	100%	\$ 7,870,217.42	27,722.85 SY of Apron, Taxiway, and Taxiway at \$283.89 / SY
4	Eversource - Electric Service Revisions for Airside	\$ 94,240.15	100%	\$ 94,240.15	Required to re-power affected facilities
5	WHODES - Alteration of Terrain Application Fee	\$ 11,875.00	75%	\$ 8,906.25	Required permit due to area of disturbance
NA	R.S. Audley, Inc. - Sch. B Base Bid	\$ 3,176,822.83	0%	\$	Eligible Work - Access Road and Land Side - Includes \$2,221,042.88 for the Snow Melter for which an eligibility determination is pending
NA	R.S. Audley, Inc. - Schedule C	\$ 206,786.80	0%	\$	Eligible Work - Access Road
NA	R.S. Audley, Inc. - Schedule D	\$ 25,783.00	0%	\$	Eligible Work - Terminal Loading Deck Parking
Line 11 Total:		\$ 13,684,119.00		\$ 10,067,570.32	

Line 12: Miscellaneous

FAA GRANT	DESCRIPTION	FEE	FAA ELIGIBILITY % (If Applicable)	ELIGIBLE FEE	COMMENTS
9	MHT Force Account Work for Project Encroachment	\$ 89,000.00	100%	\$ 89,000.00	
Line 12 Total:		\$ 89,000.00		\$ 89,000.00	

Total:		\$ 14,753,433.00		\$ 12,874,845.32	
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OVERALL PROJECT GRANT SUMMARY

Project Name: Construct New Green Drive Cargo Facility Apron and Access Road
 Airport: Manchester-Boston Regional Airport
 Date: April 28, 2022

FAA GRANT SUMMARY

Grant Funding Source	Fiscal Year	Funding Amount	FAA Grant Amount	Comments
FAA Enbridge Project <td>2022</td> <td>1,000,000.00</td> <td>1,000,000.00</td> <td></td>	2022	1,000,000.00	1,000,000.00	
Developmental Discretionary	2022	1,000,000.00	1,000,000.00	
Competitionally Directed	2022	1,000,000.00	1,000,000.00	

NHDOT GRANT SUMMARY

Grant Funding Source	Fiscal Year	Funding Amount	NHDOT Grant Amount	Comments
FAA Enbridge Project <td>2022</td> <td>1,000,000.00</td> <td>1,000,000.00</td> <td></td>	2022	1,000,000.00	1,000,000.00	
Developmental Discretionary	2022	1,000,000.00	1,000,000.00	
Competitionally Directed	2022	1,000,000.00	1,000,000.00	

AIRPORT FUNDED SUMMARY

Grant Funding Source	Fiscal Year	Funding Amount	Airport Share	Comments
FAA Enbridge Project <td>2022</td> <td>1,000,000.00</td> <td>1,000,000.00</td> <td></td>	2022	1,000,000.00	1,000,000.00	
Developmental Discretionary	2022	1,000,000.00	1,000,000.00	
Competitionally Directed	2022	1,000,000.00	1,000,000.00	

Design Phase Eligibility Splits

FEE SUMMARY

McFarland Johnson, Inc.
 Manchester-Boston Regional Airport
 Green Drive Cargo Facility Apron and Access Road
 Design Phase Services

October 26, 2021
 FINAL
 Total % Added April 20, 2022
 (Amounts in \$100,000)

Task and Description	Hours	All Total Fee	FAA Eligible Fee	Ineligible Fee	Percentage for Ineligible Fee
Task 1 - Administration / Project Management	285	\$ 149,200.00	\$ 34,440.00	\$ 114,760.00	30%
Task 2 - Grant Administration	78	\$ 10,150.00	\$ 10,150.00	\$ -	0%
Task 3 - Ground Survey	118	\$ 52,200.00	\$ 36,540.00	\$ 15,660.00	30%
Task 4 - Geotechnical Investigation	105	\$ 54,750.00	\$ 38,325.00	\$ 16,425.00	30%
Task 5 - Environmental Documentation and Permitting	100	\$ 14,100.00	\$ 9,870.00	\$ 4,230.00	30%
Task 6 - Coordination and Construction Phasing	100	\$ 14,400.00	\$ 10,080.00	\$ 4,320.00	30%
Task 7.1 - Preliminary Design (60%)	1,607	\$ 230,400.00	\$ 158,975.00	\$ 71,425.00	31%
Task 7.2 - Final Design (95%)	710	\$ 114,100.00	\$ 82,162.00	\$ 31,938.00	28%
Task 7.3 - Bid Documents (100%)	209	\$ 24,350.00	\$ 17,045.00	\$ 7,305.00	30%
Task 8 - Bid and Award	83	\$ 11,900.00	\$ 11,900.00	\$ -	0%
Total	3,392	\$ 497,650.00	\$ 408,478.00	\$ 89,172.00	

Subcontractors \$ 78,385.00
 Expenses \$ 1,711.75
 NJ \$ 495,453.25

Project Eligible %	71%
Project Ineligible %	29%

*1: It has been determined that approximately 30% of the total design effort is associated with the Access Road, Snow Melt design and access to the Terminal Loading Dock. This was based on a detailed analysis of the effort to prepare the 60% and 95% design and plan preparation. The 60% and 95% design fees calculated to be 31% and 28% ineligible, respectively and so 30% ineligible will be used for other phases.

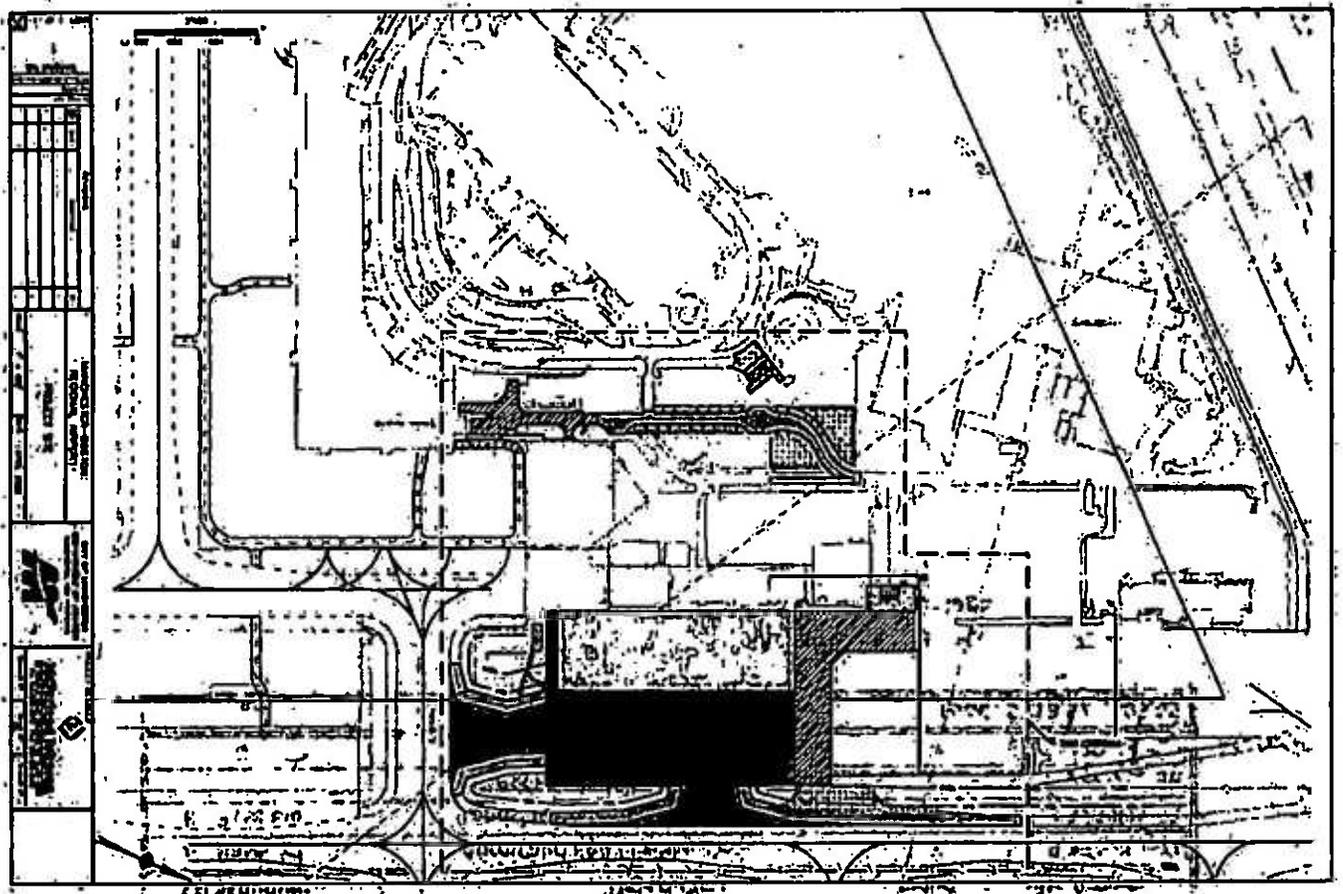
CONSTRUCTION PROJECT ELIGIBILITY SUMMARY

Project Name: Construct New Green Drive Cargo Facility Apron
 Airport: Manchester-Boston Regional Airport
 Date: April 20, 2022

The purpose of this calculation is to determine the percentage of project soft costs that are FAA eligible:

Bid Schedule	Description	FAA Eligible	Bid Amount
A - Base Bid	Apron and FAA Eligible Work	Y	\$ 9,964,661.42
B - Base Bid	Landside and non-FAA Eligible Work	N	\$ 3,376,822.63
C1	Access Road Alternative #1	N	\$ 206,736.80
D	Terminal Paving	N	\$ 29,783.00
Total			\$ 13,578,003.85

FAA Eligible Percentage 73%
 Non-FAA Eligible Percentage 27%



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Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-XXX-2022

Description of Work: Construct New Green Drive Cargo Facility Apron

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: Manchester-Boston Regional Airport
Address: One Airport Road, Manchester, New Hampshire 03103

Location 2 (If applicable)

Name of Location: McFarland Johnson, Inc.
Address: 63 Regional Drive, Concord, New Hampshire 03301

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 foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 5th day of May, 2022.

Name of Sponsor: City of Manchester

Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: Theodore Kitchens

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

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

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-XXX-2022

Description of Work: Construct New Green Drive Cargo Facility Apron

Application

Title 2 CFR § 200.112 and § 4201.112 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 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 it 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 foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 5th day of May, 2022.

Name of Sponsor: City of Manchester

Name of Sponsor's Authorized Official: Theodore Kitchens, AAE

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: *Theodore Kitchens*

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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		
City of Manchester		
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	First Name: Theodore	Middle Name: E.
Last Name: Kitchers, A.A.E.	Suffix:	
Title: Airport Director		
SIGNATURE:	<i>Theodore Kitchers</i>	DATE: 5/5/2022

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 49, Chapter 1, 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 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 parentheses.

1. Sponsor acknowledges their responsibility for the statement 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

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33/0011-XXV-2022

Description of Work: Construct New Green Drive Cargo Facility Apron

Selection of Consultants
Airport Improvement Program Sponsor Certification

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(l)).

Yes No N/A

12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIF-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(f));

(b) A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(f)); 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(f)).

Yes No N/A

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

Yes No N/A

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

<p>Sponsor's Certification</p> <p>I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>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.</p> <p>Executed on this <u>5th</u> day of <u>May</u>, 2022.</p> <p>Name of Sponsor: <u>City of Manchester</u></p> <p>Name of Sponsor's Authorized Official: <u>Theodore Kitchens, A.A.E.</u></p> <p>Title of Sponsor's Authorized Official: <u>Airport Director</u></p> <p>Signature of Sponsor's Authorized Official: <u>Theodore Kitchens</u></p> <p>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.</p>

TYI

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-2000-2022

Description of Work: Construct New Green Drive Cargo Facility Apron

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 §200.318(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 ACI 150/5220-20

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in ACI 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, Part 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 §47.110(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 foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 5th day of May 2022

Name of Sponsor: City of Manchester

Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official:

Theodore Kitchens

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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Manchester

Airport: Manchester-Boston Regional Airport

Project Number: 3-33-0011-X00-2022

Description of Work: Construct New Green Drive Cargo Facility Apron

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 CMI 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 of 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 Disadvantaged 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 (§ 200.338)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety - building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

- a. Construction and equipment installation contracts: a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts: requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR § 200, Appendix II); and
- e. All Contracts: Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 608 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 foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 5th day of May 2022.

Name of Sponsor: City of Manchester

Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: *Theodore Kitchens*

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



**FAA
Airports**

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

Updated: 1/31/2022

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

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

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

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

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

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

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

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/31/2022

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

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*William Cass, P.E.
Commissioner*

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

G&C #30
DATE 10-4-23

30



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

Bureau of Aeronautics
September 1, 2023

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

REQUESTED ACTION

Authorize the Department of Transportation to **retroactively** award a grant to the City of Manchester (Vendor Code 177433), AIP-141, for a FAA reimbursable agreement to relocate the Automated Surface Observation System (ASOS) for the construction of an aircraft apron, Phase III, at the Manchester-Boston Regional Airport. Federal participation in the amount of \$31,377 is effective upon Governor and Council approval through August 23, 2027. 100% Federal Funds.

Funding is available as follows: FY 2024

04-96-96-960030-1335
FAA Projects
034-500161 New Construction \$ 31,377

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$31,377 (copy attached), which represents 90% of the funding from the Federal AIP program. AIP-141 will provide funding for a FAA reimbursable agreement to relocate the ASOS for the construction of an apron, Phase III, at the Manchester-Boston Regional Airport [specifically the ASOS for this project]. This grant is **retroactive** because the airport needed to move forward with these services in advance of the FAA grant to meet the contract deadlines set forth in this project.

The FAA currently owns and maintains navigational aids and communication infrastructure at the airport. As part of the project to reconstruct the aircraft apron, it is required that FAA Tech Operations provide engineering support services regarding any impacts or changes to the navigational aids/communication infrastructure at the airport. This reimbursable agreement provides funding for these required FAA services for this project.

The Department of Transportation accepts the Federal Funds in the amount of \$31,377 (90% of this project) for this project as a pass through to the City of Manchester in accordance with RSA 422:15. The City of Manchester will participate in the amount of \$3,487 (10% of this project). The airport is not requesting a state share for this project. Total cost of the project (including Local matching share) is \$34,864.

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

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

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

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments
WC/tls



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 16, 2023
Airport/Planning Area	Manchester Boston Regional Airport
FY2023 AIP Grant Number	3-33-0011-141-2023
Unique Entity Identifier	L678RJK6JE86

TO: City of Manchester, NH
(herein called the "Sponsor")

This grant channels through the State of New Hampshire

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 2, 2023, for a grant of Federal funds for a project at or associated with the Manchester Boston Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Manchester Boston Regional Airport (herein called the "Project") consisting of the following:

Construct Apron Phase III - Reimbursable Agreement (RA no. AJW-FN-ESA-NE-004684) to Relocate ASOS, which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE 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 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 \$31,377.

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;
\$ 31,377 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 Sponsor formally accepts this Agreement and is the date signed by the last Sponsor 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 Sponsor 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).
 - 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), 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

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. Ineligible or Unallowable Costs. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. Indirect Costs - Sponsor. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. 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 of Transportation ("Secretary"), and any superseding legislation. 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 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, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA 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 FAA 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 will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 6, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. Improper Use of Federal Funds. The 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 project 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 Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor 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 Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

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 which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - 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, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA 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 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.
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 FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, 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. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
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 obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, 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.

19. **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.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the 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 the 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 with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar 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 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 Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

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 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:
 - 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. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a 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) below, 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 OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **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.
 27. **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 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

28. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the City of Manchester, New Hampshire, as principal, and the New Hampshire Aeronautics Commission, as agent, created by an Agreement of Agency dated May 21, 1979, which is incorporated herein by reference and made a part hereof. The sponsor agrees that said Agreement of Agency will not be amended, modified or terminated without the prior written approval of the FAA.
29. ~~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 United States 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 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.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Julie Seltsam-Wilps
Julie Seltsam-Wilps (Aug 16, 2023 06:26 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Division

(Title of FAA Official)

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.

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 August 24, 2023

City of Manchester, NH

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Theodore Kitchens

(Typed Name of Sponsor's Authorized Official)

Title: Airport Director

(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, **Peter Chiesa**, acting as Attorney for the Sponsor do hereby certify:

That In my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, 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.

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.³

Dated at August 24, 2023

By: Peter Chiesa
Peter Chiesa (Aug 24, 2023 13:39 EDT)
(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.