THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

Bureau of Aeronautics
March 27, 2025

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the Nashua Airport Authority (NAA), (Vendor 154441), for SBG 12-31-2024 to relocate weather reporting equipment at Boire Field, Nashua NH. Federal and State participation in the amount of $491,642 is effective upon Governor and Council approval through September 7, 2027. 95% Federal funds, 5% State funds.

Funding is available as follows:

	FY 2025
04-96-96-960030-9342	
FAA Projects	
034-500160 Major Equipment	$491,642

EXPLANATION

A total of $465,766 (90% of the project cost) is proposed from federal funds for this airport development project (SBG 12-31-2024 copy attached) to relocate weather reporting equipment at Boire Field, Nashua NH.

The Automated Weather Observing System/Stand Alone Weather Sensors (AWOS/SAWS) needs to be relocated to enable the airport to allow for the construction of new aircraft hangars. AWOS/SAWS gather critical weather information, including temperature, altimeter and other meteorological data at airports. This information is made available to pilots operating aircraft to and from the airport.

Aircraft hangars are in short supply statewide, and this project will open up prime airport real estate to build new hangars that will benefit the statewide aviation community. The project requires a reimbursable agreement with the Federal Aviation Administration (FAA) because they are the current owner of the weather equipment. NAA will manage this agreement directly with the FAA.

The total breakdown of the project is as follows:

Sponsor Administration	$	6,500
Design (Gale Associates)	$	201,679
FAA Reimbursable Agreement	$	56,664
Construction (Cullen Electrical Contractors, Inc)	$	252,675
Total	$	517,518

The Department of Transportation accepts Federal funds in the amount of $465,766 for this project as a pass through to NAA in accordance with RSA 422:15. State participation in the amount of $25,876 (5% of the project cost) is also requested. NAA will participate in the amount of $25,876 (5% of the project cost). The total cost of the airport development project, including state and local matching shares, is $517,518.

A summary of funding is as follows:

	AVAILABLE GRANT FUNDING		REQUESTED ACTION	
	Cost	%	Cost	%
FAA	$ 465,766	90%	$ 465,766	95%
State	$ 25,876	5%	$ 25,876	5%
NAA	$ 25,876	5%	$ 0	0%
Total	$ 517,518	100%	$ 491,642	100%

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2021, 107:1, XIV,1 Capital Budget.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments
WC/tlsl

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

FY 2024 Airport Improvement Program (AIP) Funds

PART I – Offer

Date of Offer	February 20, 2025
Airport/Planning Area	Boire Field
State Block Grant Number	SBG 12-31-2024
Unique Entity Identification (UEI) Number	DMXGDBYHMTK1

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

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated August 20, 2024, for a grant of Federal and State funds for a project at or associated with the Boire Field, which as approved by the State, is included as part of this Grant Agreement; and

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

Relocate Weather Reporting Equipment (AWOS/SAWS)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; Federal Aviation Administration (FAA) Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); 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, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States, the State, and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

Assistance Listings Number (formally CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation**. The maximum obligation of the United States and State payable under this Offer is **$491,642.00**.

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

   $0.00 for planning
   $491,642.00 for airport development or noise program implementation
   $0.00 for land acquisition.

2. **Grant Performance**. This Grant Agreement is subject to the following Federal and State 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 project Period of Performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is September 7, 2027.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      i. Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the State will proceed to close out the grant within 120 days of the Period of Performance end date with the information available at the end of 90 days. (2 CFR § 200.344).

ii. The FAA or State may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal or State regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs**. The Sponsor must not include any costs in the project that the FAA or State has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the State, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal and State Shares of Costs.** The United States' and State's shares of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary") and State, and any superseding legislation. Final determination of the United States' and State's shares will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State shares of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements**. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary and the State. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior State approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

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

8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **March 24, 2025**, or such subsequent date as may be prescribed in writing by the State.

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

10. **United States and State Not Liable for Damage or Injury.** The United States and the State are not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this Grant Agreement.

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

16. **Buy American.** Unless otherwise approved in advance by the FAA and State in accordance with 49 U.S.C § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured 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)(3), as amended, the maximum obligations of the United States and State, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

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

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

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

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

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the System for Award Management Exclusions in 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 prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose to the State 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. <u>Ban on Texting While Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   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. <u>Trafficking in Persons.</u>

a. *Posting of contact information.*

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

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

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
   i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We, as the State awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph (b) 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 –
      1. Associated with performance under this Grant; or
      2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

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

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
   i. Associated with performance under this Grant; or

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

d. *Provisions applicable to any recipient.*

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

2. Our right to terminate unilaterally that is described in paragraph (b) or (c) 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 (b) 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. <u>Exhibit "A" Property Map.</u> The Exhibit "A" Property Map dated November 30, 2023, is incorporated herein by reference and made part of this Grant Agreement.

24. <u>Employee Protection from Reprisal</u>.

a. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:
   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

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

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

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

c. Remedy of Enforcement Authority.

1. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

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

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

27. Title VI of the Civil Rights Act. As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. §

47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

28. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

29. **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.

30. **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.

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

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

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

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

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

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

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

    C. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

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

SPECIAL CONDITIONS

37. **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 State and submit it in final form to the FAA and State 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. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

(Signature)

Michelle L. Winters

(Typed Name)

Director of Aeronautics, Rail & Transit

(Title of NHDOT Official)

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

Dated: April 16, 2025

By: _____
~~Assistant~~ Attorney ~~General~~

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

Dated: _____

Attest: _____

By: _____
Secretary of State

_____
(Title)

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

PART II - ACCEPTANCE

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

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

Executed this 19th day of March, 2026.

Nashua Airport Authority
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

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

Title: Chairman
(Title of Sponsor's Authorized Official

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, STEVEN A. BOLTON, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of NEW HAMPSHIRE. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at LACONIA, NH (location) this 20 day of MARCH, 2025

By: Steven A. Bolton
(Signature of Sponsor's Attorney)

---

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

CERTIFICATE OF VOTE

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

I do further certify that Farrell Woods, is Chairman of the Nashua Airport Authority and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for and on behalf of the Nashua Airport Authority any contracts with the State of New Hampshire. This authority was given during an official meeting of the Board of Directors of the Nashua Airport Authority of the City of Nashua on the following date: March 19, 2025.

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

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the Nashua Airport Authority on this 27th day of March, 2025.

Signature

Airport Manager

SEAL

NASHUA AIRPORT AUTHORITY EST 1961 NEW HAMPSHIRE

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Hillsborough upon this date March 27, 2025, appeared before me, Susan Clancy, the abovesigned officer personally appeared, Christopher Lynch, who acknowledged himself to be the Airport Manager of the Nashua Airport Authority, City of Nashua, New Hampshire, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Nashua Airport Authority, City of Nashua, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Signature

Name of Notary or Justice of the Peace

Date of Expiration of Commission

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

SEAL

OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

Date Certificate Issued: January 8, 2025 Effective: May 01, 2025

This is to certify to: The State of New Hampshire
John O. Morton Building
7 Hazen Drive/P.O. Box 483
Concord, NH 03302-0483

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

POLICY TYPE: Airport Owners and Operators General Liability Policy

POLICY NUMBER: PR 00209623

POLICY PERIOD: From: May 01, 2024 To: May 01, 2025

SUM INSURED:

	Each Occurrence	Aggregate
Products – Completed Operations Aggregate Limit		$ XXXX
Personal Injury and Advertising Injury Aggregate Limit		$ 5,000,000.
Malpractice Aggregate Limit		$ 5,000,000.
Each Occurrence Limit		$ 5,000,000.
Fire Damage Limit Any One Fire		$ 100,000.
Medical Expense Limit Any One Person		$ 3,000.
Medical Expense Limit Any One Occurrence		$ XXXX
Hangarkeepers Limit Any One Aircraft		$ 1,000,000.
Hangarkeepers Limit Any One Occurrence		$ 1,000,000.

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

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

Provision has been made to give the Certificate Holder **thirty (30) days notice of cancellation**of the referenced policy or - **ten (10) days for nonpayment of premium** - owed to us. However, we assume no responsibility for the failure of that notice to reach you. This Certificate is issued as a matter of information only and confers no rights upon the document holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

OLD REPUBLIC AEROSPACE, INC. Representative:

Agency Name: EBCO AVIATION INSURANCE, LLC
Agency Phone: 800-238-5190

G. Chinchilla

OLD REPUBLIC AEROSPACE, INC.

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

GALEASS-01 MMCFARLANE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2025

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

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

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

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

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

INSURED
Gale Associates, Inc.
300 Ledgewood Place, Suite 300
Rockland, MA 02370

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		7037117330	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		7037117327	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		7037117358	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7037117344	5/1/2024	5/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			031711024	5/1/2024	5/1/2025	Per Claim	3,000,000
C				031711024	5/1/2024	5/1/2025	Aggregate	5,000,000

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

RE: NHDOT No. SBG-12-31-2024 - Nashua Airport (ASH) AWOS Relocation - Gale JN 777126
The City of Nashua and the New Hampshire DOT/Bureau of Aeronautics shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jared Maxwell

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Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

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

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

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: KASH

5a. Federal Entity Identifier: Federal Aviation Administration

*5b. Federal Award Identifier: 12-XX-2024

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Nashua Airport- Boire Field

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

*c. UEI: DMXGDBYHMTK1

d. Address:

*Street 1: 93 Perimeter Road

Street 2:

*City: Nashua

County/Parish:

*State: NH

*Province:

*Country: USA: United States

*Zip / Postal Code 03063-1325

e. Organizational Unit:

Department Name: City of Nashua

Division Name: Nashua Airport Authority

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

Prefix: Mr. *First Name: Chris

Middle Name:

*Last Name: Lynch

Suffix:

Title: Airport Manager

Organizational Affiliation: Nashua Airport

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

*Email: chrislynch@nashuaairport.com

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

Relocate Weather Observation Equipment (AWOS/SAWS)

13. Competition Identification Number:

N/A

Title:

N/A

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

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

Relocation of Weather Observation Equipment (AWOS/SAWS) to enable future hangar development.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

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

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

17. Proposed Project:

*a. Start Date: 04/01/2024 *b. End Date: 07/01/2025

18. Estimated Funding ($):

*a. Federal	$ 465,766
*b. Applicant	$ 25,876
*c. State	$ 25,876
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 517,518

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

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Chris

Middle Name:

*Last Name: Lynch

Suffix:

*Title: Airport Manager

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

* Email: chrislynch@nashuaairport.com

*Signature of Authorized Representative: DocuSigned by: Chris Lynch *Date Signed: 8/20/2024

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

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

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

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

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

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

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

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

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

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

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

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

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

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

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

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

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

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

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

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

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

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

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

Sponsor has consulted with airport users that will potentially be affected by the projects.

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

Not applicable to this project.

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

Not applicable to this project.

PART II – SECTION C (Continued)

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

There are no exclusive rights granted by the Sponsor.

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

The Sponsor holds property interest on the land where the AWOS/SAWS is proposed to be relocated.

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

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

Not applicable to this project.

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

Not applicable to this project as the Sponsor currently has property interests/rights on the land proposed to be developmed.

---

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Aiport Improvement Program (AIP)

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			$ 6,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			201,679
5. Other Architectural engineering fees			56,664
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			252,675
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 517,518
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			517,518
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 517,518
19. Federal Share requested of Line 18			465,766
20. Grantee share			25,876
21. Other shares			25,876
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 517,518

SECTION C – EXCLUSIONS

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	25,876
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 25,876
25. Other Shares	**Amount**
a. State	25,876
b. Other	
c. **TOTAL** - Other Shares	$ 51,752
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS

(Attach sheets if additional space is required)

The Exhibit 'A' Property Map dated August 19, 2005, with a revision date of November 30, 2023 and attached to the Grant Application NHDOT No. SBG 12-XX-2024 Land Acquisition (Perimeter Road) reflects the current information as of this date.

The above-mentioned Exhibit 'A' Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Relocate Weather Observation Equipment (AWOS/SAWS)

AIRPORT: Nashua Airport - Boire Field

1. Objective:

The objective of this project is to relocate the existing AWOS/SAWS equipment which enables the Airport to allow for the construction of additional corporate hangars.

2. Benefits Anticipated:

The relocation of the equipment opens up prime airport real estate for the development of additional corporate hangars, which the Airport has signed land leases with developers.

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

The major tasks under this project will include:

Data Collection
Design
Bidding
Grant Administration
Construction Administration
Project Inspection

Construction

4. Geographic Location:

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

5. If Applicable, Provide Additional Information:

See attached Supplemental Narrative for additional information.

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

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

Supplemental Narrative
Nashua Airport-Boire Field, Nashua, NH
Relocate Weather Observation Equipment (AWOS/SAWS)
NHDOT No. SBG-12-XX-2024

August 20, 2024

Project Description

This project is for the relocation of existing weather observation equipment (AWOS/SAWS), which will free up land for development of corporate hangars.

Cost Breakdown of Major Work Items

The project cost summary is presented in the table below.

Description	Fee
Sponsor Administration	$6,500.00
Engineering	$201,679.00
Reimbursable Agreement	$56,664.00
Construction	$252,675.00
Total Project Cost	**$517,518.00**

FAA Share (90%)	$465,766.00
NHDOT Share (5.0%)	$25,876.00
Local Share (5.0%)	$25,876.00

Project Schedule

Scoping Meeting ..... December 2022
Contract Negotiations ..... July 2023
Grant Application Submission ..... August 2024
FAA Grant Award ..... October 2024
Construction Contract ..... October 2024
Construction Start ..... April 2025
Project Closeout ..... May 2025

Environmental Status Statement

This project is categorically excluded from further review under NEPA per FAA Order 1050.1F paragraph 5-6.3 (c). This project was reviewed and identified as not resulting in a significant environmental effect as the action involves installation, repair, or upgrade of equipment or instruments necessary for operations and safety. Further, there are no extraordinary circumstances requiring an EA, or EIS.

Statement on DBE Status

Nashua Airport- Boire Field DBE FY24-26 Goal has been approved by the FAA.

Statement Regarding Coordination with State Agency

By signing this application, I hereby certify that Coordination with NHDOT Bureau of Aeronautics has occurred through various means, including development of the scope of work and the Grant Application process.

Exhibit A Statement

The Exhibit 'A' Property Map dated August 19, 2005, with a revision date of November 30, 2023 and attached to the Grant Application NHDOT No. SBG 12-XX-2024 *Land Acquisition (Perimeter Road)* reflects the current information as of this date.

The above-mentioned Exhibit 'A' Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

for

FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM

NHDOT No. TBD

ENTITLED

RELOCATE WEATHER OBSERVATION EQUIPMENT (AWOS/SAWS)

NASHUA AIRPORT – BOIRE FIELD
CITY OF NASHUA, NEW HAMPSHIRE

THIS AGREEMENT entered into this 20th day of July, 2023 by and between the Nashua Airport Authority, hereinafter referred to as the SPONSOR, and the firm of Gale Associates, Inc., hereinafter referred to as the ENGINEER, for professional engineering, planning, and administrative services in connection with improvements at the Nashua Airport - Boire Field as hereinafter specified:

WITNESSETH THAT:

WHEREAS, the SPONSOR proposes to undertake airport improvements at the Nashua Airport – Boire Field:

WHEREAS, the SPONSOR desires professional engineering, planning and administrative services in connection with the aforesaid improvements to be provided in compliance with all applicable regulations of the Federal Aviation Administration (FAA) and the New Hampshire Department of Transportation/Bureau of Aeronautics (NHDOT/BA), both of which are participating in the funding of this project in conjunction with the SPONSOR.

NOW THEREFORE, the ENGINEER, for fees and reimbursements estimated to total **Two Hundred and One Thousand, Six Hundred and Seventy-Nine Dollars and Zero Cents ($201,679.00)** for this project and not to exceed said amount unless a SUPPLEMENTAL AGREEMENT is executed by both parties to the AGREEMENT with approval by the participating Agencies named above, agrees to furnish the agreed upon professional engineering services to the SPONSOR in accordance with the following Articles.

PROJECT DESCRIPTION

This project will relocate the Automated Weather Observation System (AWOS) and the Stand Alone Weather System (SAWS) located adjacent to the Tower Apron at the Nashua Airport. The functionality of all system features will be maintained, and the selected location will mitigate system issues caused by the current location's proximity to nearby structures that may affect the accuracy of system measurements.

To complete this Project, the FAA will enter into two (2) reimbursable agreements with the Sponsor. The ENGINEER will be the responsible for administering and managing these agreements.

The project involves coordination with the FAA's project coordinator, at a minimum, and may require coordination with the Federal Communications Commission (FCC) and the National Weather Services (NWS).

The ENGINEER's fees include:

- Article A services (Data Collection)
- Article B services (Design)
- Article C services (Bidding)
- Article D services (Grant Administration)
- Article E services (Construction Administration)
- Article F services (Project Inspection)

PROJECT TEAM

The Project Team will include the SPONSOR, FAA, NHDOT/BA, and the ENGINEER, and the ENGINEER's subconsultant team. The consultant team will consist of three firms, each with expertise in their respective field. The term ENGINEER will be used interchangeably to refer to an individual member of the consultant team or the consultant team as a whole.

Project Team Members & Roles		
Role	**Firm**	**Contact**
Sponsor	Nashua Airport Authority	Farrell Woods (603) 882-0661
Airport Manager	Nashua Airport	Chris Lynch (603) 882-0661
Regulatory/Funding	Federal Aviation Administration	Sean Tiney (781) 238-7627
NAS Planning Team	Federal Aviation Administration	Mark Smith (404) 305-7305
Regulatory/Funding	NHDOT/BA	Carol L. Niewola, P.E. (603) 271-1675
Airport Engineer	Gale Associates, Inc. (Gale)	Nikolas Ippolito, P.E. (603) 471-1887

SCOPE OF WORK

ARTICLE A – PROJECT DEVELOPMENT

A.I. – Project Development: This task includes the efforts necessary to develop the project from initial scoping through execution of the final work order. The work of the ENGINEER includes:

a) Predesign meeting, to include the following tasks:
   i) Prepare meeting agenda in accordance with FAA AC 150/5370-12B – *"Quality Management for Federally Funded Airport Construction Projects"*;
   ii) Coordinate meeting with NHDOT/BA, Airport Manager, Airport, tenants, and other stakeholders;
   iii) Attend and facilitate predesign meeting (assumes one project manager and two engineers);
   iv) Prepare minutes from meeting and distribute to meeting attendees and Airport;
   v) Follow-up with attendees on the minutes and incorporate changes/updates to the minutes.
b) Developing a detailed project scope of work for review by the SPONSOR, FAA, and NHDOT/BA.
c) Revising the detailed project scope of work based on review comments from the SPONSOR, FAA, and NHDOT/BA.
d) Developing and transmitting a "zeroed out" detailed project scope spreadsheet to the SPONSOR so that an Independent Fee Estimate (IFE) can be performed.
e) Preparing and distributing a draft engineering AGREEMENT for review by the SPONSOR, FAA, and NHDOT/BA.
f) Negotiating a project fee with SPONSOR, based on the IFE. This task may require revising the project scope and fee for engineering services.
g) Preparing and distributing a final engineering AGREEMENT to the SPONSOR, FAA, and NHDOT/BA based on negotiations with the SPONSOR, NHDOT/BA, and FAA.
h) Prepare and submit FAA CATEX documentation in accordance with FAA ARP SOP 5.00. CATEX documentation to be submitted to NHDOT/BA prior to the submission of the grant application for the project.

A.II. – Data Collection:

The ENGINEER shall perform a review of previously completed projects to compile the information required to complete the design. This task assumes that the FAA and/or NHDOT/BA will provide the ENGINEER with as-built plans and other information obtained during the original AWOS installation. The ENGINEER shall prepare base drawings utilizing these data sources.

The work of the ENGINEER shall include:

a) Coordination with the FAA lines of business to request and obtain as-built documentation for the original AWOS/SAWS sites. It is assumed that once these documents have been provided, there will be several follow-up calls and/or emails to clarify the information. For this task, it is assumed that twelve (12) emails and four (4) conference call will be needed.
b) Review of previously completed projects in the area designated as the new AWOS/SAWS Site. This will include a review of topographic information, as well as the locations of above ground and below ground infrastructure.

c) Base Plan Preparation. This task includes the preparation of base plans including the preparation of a ground surface model in CADD utilizing the ground survey, and information obtained from existing "as-built" and "design" plans.
d) Perform a field visit to verify the Base Plan upon it's completion. It is assumed that this site visit will be performed by one (1) engineer and includes time required for travel.
e) Review of survey data and base plan for quality assurance and quality control process.

B.I. – 30%, 60%, 90%, and Final Design:

The ENGINEER shall provide design services to the SPONSOR for the preparation of Design plans, Specifications, and an Estimate of Construction Costs (PS&E) for 30%, 60%, 90%, and Final Design submissions.

The work of the ENGINEER shall include:

a) Design Coordination. Meetings and general coordination with the SPONSOR, NHDOT/BA, and FAA Lines of business to review and discuss project development related items. This task assumes the following meetings throughout design:
   i. One (1) meeting to review the 30% design submission.
   ii. One (1) meeting to review the 60% design submission.
   iii. One (1) meeting to review the 90% design submission.
   iv. Five (5) conference calls to discuss design related items with the SPONSOR and agencies.
b) AWOS/SAWS Siting. This task will include coordination with the FAA lines of business to determine the location best suited to install the relocated systems. The location depicted on the Airport's ALP is subject to change and must be approved by the FAA. It is assumed that the location will be determined by conducting a preliminary conference call with the agencies to establish a primary, and a secondary location.
c) Airspace Determinations. The Engineer will assist the Airport in the preparation of two (2) OE/AAA studies for the final site location based on the two (2) locations selected in task b). This includes preparing graphics/plans needed for each site, creation of each OE/AAA case, and submission of all information necessary.
d) Design of Site Layout. This task will include layout of the relocated system, antenna locations, foundations, electrical cables/duct locations, and other information necessary for the installation. It is assumed that the AWOS and SAWS will be powered from the existing FAA Glideslope equipment shelter and will be metered separately.
e) Structural Design. It is anticipated that the structural design performed during the original AWOS/SAWS installation will be adequate for determining the foundation sizing requirements at the new equipment site. This task will include review of previously completed designs, and preparation of design details/specifications to outline these requirements.
f) Construction Safety and Phasing Plan. It is anticipated that a CSPP will be required for on-airport work associated with this Project. The ENGINEER will develop preliminary project phasing for review/concurrence from the Project Team. Once the phasing has been finalized, A CSPP will be prepared and submitted to OE/AAA for approval. Included in this are three (3) separate filings; one for the CSPP, one for the construction equipment, and one for the Contractor's staging/stockpile areas. These submissions are separate from task c) above.
g) 30% Plan Set Preparation. The Engineer will assist with preparation of a 30% design set of plans and submit those plans to the SPONSOR, NHDOT/BA, and FAA for review/comment. This plan set will consist of the following:
   i) Cover Sheet

ii) General Notes/Index to Drawings
iii) General Plan
iv) AWOS Site Plan
v) Electrical Layout Plan

It is assumed that the installation of AWOS/SAWS sensors/equipment will be performed by the FAA.

h) 60% Plan Set Preparation. The Engineer will assist with preparation of a 60% design set of plans and submit those plans to the SPONSOR, NHDOT/BA, and FAA for review/comment. This plan set will consist of the following:

i) Cover Sheet
ii) General Notes/Index to Drawings
iii) Overall Safety Plan
iv) Safety and Phasing Plans (2 sheets)
v) General Plan
vi) AWOS Site Plan
vii) AWOS Details
viii) Electrical Layout Plan

It is assumed that the installation of AWOS/SAWS sensors/equipment will be performed by the FAA.

i) 90% Plan Set Preparation. The Engineer will assist with preparation of a 60% design set of plans and submit those plans to the SPONSOR, NHDOT/BA, and FAA for review/comment. This plan set will consist of the following:

ix) Cover Sheet
x) General Notes/Index to Drawings
xi) Overall Safety Plan
xii) Safety and Phasing Plans (2 sheets)
xiii) General Plan
xiv) AWOS Site Plan
xv) AWOS Details
xvi) Electrical Layout Plan

It is assumed that the installation of AWOS/SAWS sensors/equipment will be performed by the FAA.

j) 90% Specifications Preparation. The ENGINEER will assist the SPONSOR in preparing a full specification book to accompany the design plans. The specification book will include the following:

i) Invitation to Bid
ii) Information to Bidders
iii) Proposal Documents (Bid Forms)
iv) Bid Bond and Bid Certification Forms
v) Draft Contract Forms
vi) General Provisions
vii) Supplemental General Provisions
viii) Sponsor Insurance Requirements
ix) AIP Contract Provisions
x) Federal Wage Rates and Provisions
xi) Reference Documents for Contract

xii) Forms (Buy-American, Small Business, DBE, etc.)
xiii) Technical Specifications (10 Sections)

Because the Advertisement for Bids, proposal documents, Contract, General provisions, Supplemental General provisions, and DBE requirements are client specific, the ENGINEER will follow the format and requirements used on the last project at this Airport. The ENGINEER will submit all relevant information to the SPONSOR for review. It shall be the SPONSOR's responsibility to review and comment on these documents, and to provide authorization to proceed with the bidding of this Project.

k) Incorporate any City-specific requirements into the bid documents upon receipt of review comments from the procurement office.
l) Perform an in-house Quality Assurance/Quality Control (QA/QC) Review of the 90% Plans and Specifications. This task will include any comments/modifications requested by the Sponsor, NHDOT/BA and FAA as part of their 90% design review.
m) Perform a draft quantity take-off on the 90% plans and prepare an Engineer's Estimate of Construction Cost (EEOC). Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction costs provided for herein are to be made on the basis of their experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the final project costs.
n) Final Design Preparation. The ENGINEER will assist the sponsor in preparing the final bid documents for publication. This task will include final updates to the plans and specifications, determining a bid schedule and format of the bids, and finalizing the bid documents.
o) Perform an in-house Quality Assurance/Quality Control (QA/QC) Review of the Bid Set Plans and Specifications.
p) Distribute the Bid Set Plans and Specifications to all parties.
q) Prepare and submit to all parties the engineer's design report including design considerations, engineering analysis and design selections that occur early in the design phase. The report will be an explanation of the engineer's design based on the scope of the project, critical design considerations, and analysis of materials and site conditions as more specifically detailed in FAA Order 5100.38D, section 3-28.

The ENGINEER's scope of work for 30%, 60%, 90% and final design services is as described above. Should any permit conditions or unforeseen circumstances alter the agreed upon scope, the ENGINEER shall prepare a SUPPLEMENTAL AGREEMENT to capture any scope revisions, prior to the completion of work under this Article.

Expenses for the ENGINEER shall include subconsultant services, mileage for site visits and meetings, plan reproduction costs, postage, and other costs.

ARTICLE C – BIDDING

C.I. – Bidding:

The ENGINEER shall provide bidding and associated services to the SPONSOR to assist in the public bidding, bid opening, review and contract award of this project. The services of the ENGINEER shall include:

a) Provide the SPONSOR with a draft copy of the Advertisement for Bid and associated documents for review and comment. Assist the SPONSOR in forwarding the advertisement to NHDOT's DBE coordinator

for circulation to potential DBE contractors. The local advertising will be limited to one day. The SPONSOR will be responsible to pay the local advertising costs.

b) Coordinate and post bid documents for public viewing on an online bid hosting website such as www.projectdog.com. The fee for hosting this bid will be carried as a reimbursable expense under Article C.I.
c) Schedule, organize, prepare an agenda, and attend and manage a Pre-Bid Conference at the Airport in conjunction with the SPONSOR. This task assumes one project manager and one engineer.
d) Answer Bidder's questions concerning the project during the bidding period.
e) Prepare and distribute an Addendum, for reason of clarification, to provide answers to questions to all potential bidders or administrative change in the bid documents. It is assumed that two (2) Addenda will be required.
f) Manage the bid opening through the online bid hosting site in conjunction with the SPONSOR and the City of Nashua.
g) Prepare a bid tabulation and distribute it to the SPONSOR, FAA, NHDOT/BA, and all bidders along with the return of bid bonds of all but the three lowest bidders.
h) Review the bids to help ensure the required documentation is present, checking references (two (2) lowest bidders) and verify that the bonding company is listed on the appropriate list.
i) Provide a letter of recommendation to award to the SPONSOR. This letter will include, bud not be limited to a summary of bids received, a discussion of the completeness and accuracy of the bids, an analysis of the proposed DBE Participation, a summary of information uncovered during reference checks, and a summary of the options available to the SPONSOR at the conclusion of the bidding process.
j) NHDOT/BA Coordination of bids received.
k) Coordinate with Contractor selected by the SPONSOR to secure the required contract documents and insurance requirements. This includes preparation of the Notice of Award and Contracts, distribution for signatures, and coordination with all parties.
l) Prepare five (5) Contract Sets, circulate for execution, and distribute the executed originals.

ARTICLE D – GRANT ADMINISTRATION

D.I. – Grant Administration:

The ENGINEER will provide grant administration services to the SPONSOR. The work of the ENGINEER shall include:

a) Project Grant Coordination. The ENGINEER shall assist the SPONSOR with grant coordination efforts. Coordination with the NHDOT/BA will be as needed to obtain updates on the status of grant applications, grant issuance, Governor & Executive Council Approvals, and grant payments. It is assumed coordination will take place on a monthly basis with all parties.
b) Preparing a Grant Application, including FAA Application for Federal Assistance SF-424 form, forms 5100-100, program narrative, final engineer's estimates of costs, grant assurances, the previously prepared but not reproduced Exhibit A - Airport Property Plan (22 x 34-inch size), sponsor certifications, and transmittal letters. Seven (7) copies of the FAA Grant Application will be made for submittal to the NHDOT/BA for distribution as follows: NHDOT/BA - (four (4) copies), SPONSOR - (one (1) copy), and ENGINEER - (two (2) copies). Assisting the SPONSOR in processing the applications.
c) Prepare up to two (2) grant applications for FAA Reimbursable Agreements, including FAA Application for Federal Assistance SF-424 form, forms 5100-100, program narrative, FAA Financial summaries, grant

assurances, the previously prepared but not reproduced Exhibit A - Airport Property Plan (22 x 34-inch size), sponsor certifications, and transmittal letters.

d) Providing accounting assistance to the SPONSOR related to FAA and NHDOT/BA reimbursements, and the payment of project invoices.
e) Updating estimates of project expenditures as requested by the SPONSOR. It is assumed that estimates of project expenditures will be requested to be updated four (4) times over the course of this project.
f) Calculating DBE project expenditures and update the Airport's DBE Plan for projects anticipated to be funded under the AIP and BIL grant programs, tracking DBE project expenditures for current projects being administered under an FAA grant, preparing annual DBE reporting materials, and forwarding information to the NHDOT/BA and FAA.
g) Assisting the SPONSOR in the preparation and processing of FAA Requests for Reimbursement and NHDOT/BA Applications for AIP Grant Payments. This task is assumed to consist of six (6) Requests for Reimbursement and six (6) NHDOT/BA Applications for AIP Grant Payments.
h) Prepare monthly updates to present to the SPONSOR to update them on the status of the project. Due to the anticipated duration of the project, it is assumed that ten (12) monthly updates will be necessary.
i) Assisting the SPONSOR in preparation and filing of project close out documentation. This work includes the preparation of a close out report including a fiscal summary, breakdown of engineering and construction costs, Contract work item summary, summary of acceptance tests performed, summary of change orders, inclusion of a copy of the final payment request, inclusion of aerial photos, and the certificate of final acceptance.
j) Setting up and maintaining design and construction project records and documentation and retaining the records for a minimum of three (3) years following the completion of the project. This task includes the setup of project file folders, daily filing of project documentation, and storage of the documentation upon completion of the project.

D.II. – FAA Reimbursable Agreement(s):

The ENGINEER will provide design coordination services to the SPONSOR for the effort to meet with the FAA regarding the equipment relocation and associated infrastructure needs. The work of the ENGINEER shall include:

a) Reviewing elements of the Reimbursable Agreements (design, construction)drafted by the FAA.
b) Assisting the SPONSOR in coordinating payment to the FAA for the design and construction phase reimbursable agreements.
c) Reviewing reimbursable agreement invoices and retaining them for grant closeout procedures.
d) Assisting the sponsor with closeout of all reimbursable agreements. This process can take up to 18 months to complete. It is assumed that periodic coordination for the purposes of updating the SPONSOR at their monthly meetings, and to review tech ops work products will take place.

ARTICLE E – CONSTRUCTION ADMINISTRATION

E.I. – Construction Administration:

The ENGINEER shall provide construction administration services to the SPONSOR to assist in the management of the construction phase of this project. It is assumed that the construction of this project will take approximately twenty (20) calendar days. The work of the ENGINEER shall include:

a) Scheduling, organizing, attending, and managing a Pre-Construction Conference at the Airport for the purposes of construction and safety. It is assumed that there will be one (1) meeting attended by the project manager.
b) Coordinating the construction activities with the SPONSOR and NHDOT/BA. This task assumes a construction duration of twenty (20) calendar days. It is assumed that daily construction activity coordination will be performed by phone and e-mail. On-site meetings will be under tasks (h) listed below.
c) Processing shop drawings, certificates of compliance, and other Contractor submittals. This task assumes that the project will generate approximately twenty (20) submittals. Work under this task includes: preparing project submittal logs, recording each submittal upon receipt from Contractor, distributing submittal to third party (if required), reviewing each submittal for compliance to the applicable specifications, providing written justification for submittal revisions and/or rejection (if required), reviewing of third party review comments (if required), recording review status of each submittal on the submittal log, and distributing reviewed submittals to Contractor and Resident Engineer.
d) Processing Buy American certifications, and other Contractor requests. Work under this task includes: preparing project certification logs, recording each certification request upon receipt from Contractor, reviewing each certification request for compliance to the applicable regulations, providing written justification for certification revisions and/or rejection (if required), reviewing third party review comments (if required), recording review status of each certification on the appropriate log, and distributing reviewed certifications/waiver requests to Contractor and Resident Engineer.
e) Preparing the project quantities tracking spreadsheet and Periodic Cost Estimate. This task includes the initial set up of the spreadsheet to be used for tracking payment items and Contractor information for the project. It is assumed that the final form will include one (1) page.
f) Reviewing and processing Contractor's Pay Requests. This task assumes that the Contractor will submit Two (2) Periodic Cost Estimates, one (1) over the course of construction and one (1) to release retainage. The task assumes that the Contractor and Resident Engineer have agreed to the payment quantities. Project Manager (ENGINEER) will review Periodic Cost Estimates for completeness and compliance to specification requirements. The ENGINEER will forward to the SPONSOR, via email (PDF), each Contractor's Periodic Cost Estimate within two (2) business days of the ENGINEER's approval. The forwarding of the Contractor's Periodic Cost Estimate will be an administrative task performed under the classification of Technical Support.
g) Scheduling, organizing, attending, and managing job meetings at the Airport. Due to the complexity of the project and as the project will affect Airport operations, weekly job meetings are proposed, estimated to total two (2) meetings. It is assumed that Gale's Project Manager will attend each meeting in person.
h) Processing one (1) Change Order, if requested by the Contractor or required by the SPONSOR.
i) Reviewing certified payrolls from the Contractor and subcontractors and retaining copies for the SPONSOR's records. Returning unacceptable certified payrolls to the Contractor and tracking certified payrolls to help ensure that payrolls are received for each workweek.
j) Scheduling, organizing, attending, and conducting payroll interviews to assist the SPONSOR in compliance with the Davis-Bacon Act.
k) Providing assistance and support to the RPR and answering questions on Plan interpretations and minor changes. It is assumed that this assistance will be one (1) hour per day.
l) Responding to Contractor's questions, requests for information, and proposed project changes.
m) Preparing and signing "as-built" Plans prepared from information and survey data provided by the Contractor, and input from the Resident Engineer. Providing electronic copies in AutoCAD format and PDF electronic format on CD's.
n) Scheduling, organizing, attending, and managing a Final Inspection at the Airport.

o) Preparing a final project punch list and distributing it to the Contractor. This task includes coordination with the Contractor on work to be completed as well as coordination with the Airport to schedule punchlist work.

This task does not include the requirements for processing Buy-American Waiver requests. Due to the uncertainty in the required time to process, administer, follow-up, and coordinate with the FAA, the ENGINEER will process a SUPPLEMENTAL AGREEMENT to the AGREEMENT, if a Buy-American waiver is requested by the Contractor. The ENGINEER will attempt, to the greatest extent reasonably possible, to specify products that are wholly-made in America and adequately inform all potential bidders, including the selected Contractor, of the Buy-American requirements and the uncertainty of the process in the approval process.

Expenses for the ENGINEER include milage for site visits, overnight lodging, meal expenses, meetings, reproduction costs and other costs.

ARTICLE F – PROJECT INSPECTION

F.I. – Project Inspection:

The ENGINEER shall provide full-time, on-site inspection services to the SPONSOR to monitor construction for conformity with the Contract Documents in accordance with the standard of reasonable care. In addition, it is assumed that the RPR will require one (1) day prior to the start of construction for layout and project start-up and pre-construction meeting; three (3) days for follow-up to monitor punch list work, record keeping, and project close out. It is assumed that the construction of this project will take approximately twenty (20) calendar days. The Resident Engineer's responsibilities shall be as enumerated in the Construction Contract Documents, provided that such responsibilities shall not include responsibility for the contractor's means, methods, or sequencing of construction, construction site safety procedures, or the contractor's failure to execute the work in accordance with the requirements of the construction contracts, and shall include:

- Preparation of daily reports.
- Preparation of monthly reports.
- Maintenance of estimates of construction quantities.
- Review of pay request quantities and change order requests from the Contractor and forwarding of acceptable requests to the ENGINEER for further processing.
- Acting as the SPONSOR'S representative on the construction site.
- Coordination between the Contractor and the SPONSOR, and other Airport users.
- Attendance at all project meetings during construction.
- Preparation of job meeting agenda and meeting minutes.
- Observation of construction.
- Visual documentation of construction activities (photographs).
- Participation in the Construction Management Plan.
- Notify ENGINEER and SPONSOR of observed defects in the construction work.

Expenses for the ENGINEER shall include mileage to and from the job site, hotel stays during the week, mileage while on-site, meals, and other expenses. These services assume the federal per-diem rate.

F.II. – Materials Testing:

The ENGINEER shall subcontract materials testing services as indicated herein, and shall coordinate the work of the materials testing consultant during construction. Materials requiring testing will include, bituminous asphalt, subgrade, subbase, and base materials, aggregates, concrete, and topsoils. The materials testing form will also be involved with plant and field testing of bituminous asphalts as required. Materials testing services will be limited to seven (7) days of the overall 20 day contract.

ARTICLE G – SCHEDULE

A tentative schedule for the execution of the above-mentioned engineering services was established at the project scoping meeting, and a final schedule shall be established upon application for FAA and NHDOT/BA grants. The SPONSOR, ENGINEER, FAA, and NHDOT/BA shall agree on changes to the schedule from time to time for the duration of the project, and the most current schedule shall become part of this AGREEMENT. The ENGINEER shall not be required to start work until a completed, signed, and approved AGREEMENT is received by all parties. If so requested in writing by the SPONSOR, the ENGINEER may begin the AGREEMENT work prior to receiving a completed AGREEMENT.

Project Schedule

Project Scoping Meeting	**December 19, 2022**
Draft Scope of Work	**January, 2023**
Independent Fee Estimate (IFE)	**February, 2023**
IFE Received	**February, 2023**
Engineering Contract Proposal	**February, 2023**
Signed Engineering Contract	**March, 2023**
Submit Permit Applications	**May, 2023**
Submit 30% Design	**February, 2023**
Submit 60% Design	**March, 2023**
Submit 90% Design	**April, 2023**
Submit Final Design	**April, 2023**
Advertisement for Bids	**April 2023**
Bid Opening	**May, 2023**
Grant Application	**May, 2023**
Construction Contracts	**August, 2023**
Construction Start	**September, 2023**

ARTICLE H – DELIVERABLES

The following deliverables are to be provided by the ENGINEER in accordance with Articles A through F:

Article A.I – Project Development

- Pre-Design Meeting Agenda and Minutes
- Scope of Work
- Zeroed-Out Project Cost Spreadsheet

- Draft and Final Engineering Agreements
- Subconsultant Agreements
- CATEX documentation

Article A.II – Data Collection

- None

Article B.II – B.I. – 30%, 60%, 90%, and Final Design:

- 30% Design Plans
- 60% Plans
- 90% Design Plans, Specifications, Engineer's Estimate of Cost
- Final Plans, Specifications, Engineer's Estimate of Cost
- Final CSPP
- Final Engineer's Design Report
- OE/AAA Airspace Determinations for CSPP, Staging/Stockpile Areas, Equipment heights, and AWOS Siting.

Article C – Bidding

- Advertisement for Bids
- Pre-Bid Conference Agenda and Minutes
- Bid Tabulation
- Letter of Recommendation to Award
- Bid Sets
- Contract Sets
- Addenda (if necessary)

Article D – Grant Administration

- NHDOT/BA Grant Application (Engineering/Construction Grant)
- NHDOT/BA and Grant Application (FAA Reimbursable Agreement Grant(s))
- Grant Reimbursement requests
- DBE Goals and Expenditures Reports
- Project Close Out Documentation with project photography

Article E - Construction Administration

- Pre-Construction Meeting Agenda and Minutes
- Shop Drawing Submittal Log
- Buy American Certification/Waiver Request Log
- FAA Form 5100-8, Periodic Cost Estimate (PCE)
- Periodic Cost Estimates
- Weekly Job Meeting Agendas and Minutes
- Monthly Commission Meeting Agendas
- Change Orders, as required
- Certified Payroll Review Book
- Davis-Bacon Interview Reports
- Punch List (1)

- "As-Built" Plans (Digital, CADD, hard copies as required)
- Final Inspection Memo

Article F. I – Project Inspection
- Daily Reports
- FAA Monthly Reports

ARTICLE I – BASIS OF PAYMENT

I – Engineering Fee – Lump Sum:
Lump Sum Fees shall be charged for all tasks under this AGREEMENT as follows:

1.	For work under **Article A.I – Project Development**, the amount of	**$10,420.00**
2.	For work under **Article A.II – Data Collection**, the amount of	**$15,532.00**
3.	For work under **Article B.I – 30%, 60%, 90% and Final Design**, the amount of	**$62.350.00**
4.	For work under **Article C – Bidding**, the amount of	**$10,900.00**
5.	For work under **Article D.I – Grant Administration,** the amount of	**$23,700.00**
6.	For work under **Article D.II – FAA Reimbursable Agreement(s),** the amount of	**$8,513.00**

III – Engineering Fee – Actual Cost-Plus Fixed Fee (15%):
Cost plus a fixed fee of 15% shall be charged for all tasks under this agreement as follows:

1.	For work under **Article E.I – Construction Administration**, the amount of	**$32,600.00**
2.	For work under **Article F.I – Project Inspection**, the amount of	**$37,664.00**

IV - Method of Payment:

a) Invoices for services rendered by the ENGINEER will be submitted to the SPONSOR monthly based on an estimated percent completion of Articles A through F.

b) Wage ranges for technical classifications of personnel in effect as of the date of this AGREEMENT are attached in APPENDIX A.

c) An overhead labor factor of 2.08 will be used as an overhead factor for the purpose of this AGREEMENT. Auditor certifications of the overhead rates are included in the Appendices.

d) The out-of-pocket expenses will also include, but are not limited to, travel mileage billed at the then current Federal rate per mile, lodging, subsistence, and long-distance telephone calls.

e) If, at any time, the ENGINEER has reason to believe that the total estimated costs will be greater or substantially less than the total estimated costs, the ENGINEER shall notify the SPONSOR, giving a revised estimate of the total cost for the services to be furnished. Should the revised estimated costs exceed the total revised estimated costs, this AGREEMENT shall either be amended to cover the increase in revised estimated costs, or the Scope of Services shall be reduced to keep within the total estimated cost.

f) Payment for any special cases, added environmental services, added construction services or extra services as defined herein shall be made for man-hours worked at the workers rate of pay plus, 2.08 times the rate of pay for overhead plus 15% profit, plus subconsultant costs, plus all out-of-pocket expenses directly chargeable to the project.

V - Prompt Payment by the Sponsor:
The SPONSOR agrees to pay the ENGINEER under this AGREEMENT for satisfactory performance of its Contract no later than 30 calendar days upon receipt of invoice. If the SPONSOR receives reimbursement from NHDOT/BA within the above-referenced time the SPONSOR agrees to pay the ENGINEER within FIVE days from the receipt of said payment. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the ENGINEER. This clause applies to both DBE and non-DBE subcontractors.

ARTICLE J - GENERAL

I - Entire Agreement/Liability of Authority:
This AGREEMENT represents the entire agreement between the SPONSOR and the ENGINEER and supersedes all prior written or oral understandings. This AGREEMENT may only be modified by a written Supplemental Engineering Agreement executed by the authorized representatives of both parties. The authority to modify this AGREEMENT is limited to the President or Vice-President/Treasurer of the ENGINEER and the Nashua Airport Authority/City of Nashua, New Hampshire. Any changes to the Contract and design criteria require the approval of the FAA and NHDOT/BA. No other employee or agent of the ENGINEER or SPONSOR has the authority to modify the terms of this AGREEMENT.

II - SPONSOR's General Obligations:
The SPONSOR shall:

a) Provide all criteria and full information as to SPONSOR's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility, expendability and any budgetary limitations.
b) Assist the ENGINEER by providing all available information pertinent to the project, including previous reports and any other data relative to the project.
c) Arrange for access to, and make all provisions for, ENGINEER to enter upon public and private property as required for the ENGINEER to perform the required services.
d) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER.
e) Assist the ENGINEER in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
f) Designate, in writing, a person to act as the SPONSOR's agent with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret, and define SPONSOR's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services. Any Contract change requires the approval of the FAA and NHDOT/BA.
g) Give prompt written notice to ENGINEER whenever SPONSOR observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect in the services of the ENGINEER.
h) Be responsible for all communications, notifications, reviews, meetings, and other coordination with Airport users and tenants except for those tasks specifically assigned to the ENGINEER as part of this AGREEMENT.

III - Ownership and Use of Documents:

The ownership of the final Contract Drawings, specifications, and opinions of probable cost prepared or furnished by the ENGINEER pursuant to this AGREEMENT will be retained by the SPONSOR. The SPONSOR may not use any of the documents produced for other than the purpose intended. The ENGINEER shall not be responsible for any claims or damages, which may occur by virtue of the use of these documents for any purpose other than that for which they were intended.

IV - General Compliance with Laws:
The ENGINEER shall comply with all Federal, State and Local laws and ordinances applicable to any of the services involved in this AGREEMENT.

V - Severability:
If any term or provision of this AGREEMENT is held invalid or unenforceable, the remaining terms or provisions shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

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

Public Liability with limits of $1,000,000 for bodily injury and $1,000,000 for property damage.

Automobile Liability, Bodily Injury and Property Damage with limits to $1,000,000 per occurrence.

In addition to the above-stated limits, excess liability coverage in the amount of $4,000,000 per occurrence and aggregate shall be procured.

Architect's and ENGINEER's professional liability with limits to $2,000,000 in the annual aggregate.

The ENGINEER will list the State of New Hampshire and NHDOT as additionally insured and will furnish proper certificates evidencing this coverage upon request.

VII - Limitation of Liability:
No employee of the ENGINEER shall be charged personally by the SPONSOR with any liability arising out of the performance of this AGREEMENT.

VIII - Indemnification:
The OWNER will indemnify the ENGINEER in accordance with section 8 of the General Consulting Agreement dated February 19th, 2020.

IX - Changes to Scope of Services:
Changes or additions to, or deviations from, Scope of Services performed by the ENGINEER will require approval by the FAA, NHDOT/BA, and the SPONSOR even where they do not change or may even reduce the total cost of the project. Any changes, including increase or decrease in the amount of the ENGINEER's compensation, which are mutually agreed upon by the FAA, NHDOT/BA, SPONSOR and ENGINEER, shall be incorporated in a SUPPLEMENTAL AGREEMENT specifying additional funds, if any, and time of performance.

X - Successors and Assigns:

SPONSOR and ENGINEER each bind one another and their partners, successors, executors, administrators, assigns and legal representatives to the other party of this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

Neither SPONSOR nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other except as provided above and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the SPONSOR and ENGINEER.

XI - Extension of Time:

The SPONSOR may extend the date for delivery of completed Plans and Contract Documents beyond the time specified when the service has been delayed for reasons beyond the control of the ENGINEER, or due to a delay in submission of material being furnished by the SPONSOR.

The ENGINEER may present to the SPONSOR in writing a request for extension of the allotted time together with its justification, therefore. The SPONSOR will evaluate such request and may grant such extension of time as warranted thereby after approval of the FAA and NHDOT/BA.

When the tentative schedule is extended by a length of time (greater than 12 months) sufficient to cause a change in employment wage rates and project expense rates, due to circumstances beyond the control of the ENGINEER, the ENGINEER reserves the right to renegotiate the uncompleted Lump Sum Fee and Cost-Plus Fixed Fee estimate amounts in proportion to the change in employee wage rates and project expense rates. Should such renegotiations result in an increase to the estimated Contract cost or otherwise materially affect the terms of the AGREEMENT, a SUPPLEMENTAL AGREEMENT executed by authorized officers or employees of the parties and approved by the participating Agencies shall be required.

XII – Veteran's Preference:

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

XIII - Termination:

The obligation to provide further services under this AGREEMENT may be terminated by the SPONSOR for its convenience. Such termination requires seven (7) days written notice. If the termination is not the fault of the ENGINEER, the ENGINEER shall be compensated for any services performed and approved by the SPONSOR up to the date of termination.

XIV - Remedies:

Except as this AGREEMENT otherwise provides, all claims, counterclaims, disputes, and other matters in question between the SPONSOR and the ENGINEER rising out of or relating to this AGREEMENT or breach of it will be decided in a court of competent jurisdiction within Coos County, New Hampshire.

XV - Assignment of Personnel:

The ENGINEER shall assign an experienced registered professional engineer acceptable to the SPONSOR, FAA, and NHDOT/BA to take responsible charge of the services performed under this AGREEMENT. The ENGINEER shall not replace this person in charge without permission of the SPONSOR. The ENGINEER shall assign such personnel to the project as may be necessary from time to time to complete the services required.

XVI - Subconsultants:

The ENGINEER shall assist the SPONSOR in the coordination of services by subconsultants as outlined in the Scope of Services of this AGREEMENT.

ARTICLE K – CERTIFICATION OF ENGINEER

The ENGINEER has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT.

No subcontractor for the ENGINEER has given, offered, or agreed to give any gift, contribution or offer of employment to the ENGINEER or to any other person, corporation, or entity as an inducement for or in connection with the award to the ENGINEER of this AGREEMENT.

No person, corporation or other entity other than the bona fide full-time employee of the ENGINEER has been retained or hired by the ENGINEER to solicit for or in any way assist the ENGINEER in obtaining this AGREEMENT for services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the AGREEMENT.

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all New Hampshire tax returns and paid all New Hampshire taxes required under the law.

04-2319385
Federal ID Number

GALE ASSOCIATES, INC.

DocuSigned by:
By: Steven Marshall
6AA394387E0348D...
Steven R. Marshall, RRC, CDT, LEED© AP
Principal

ARTICLE L – PRINCIPAL PARTIES CONTRACT APPROVAL SIGNATURES

OWNER:
CITY OF NASHUA
NASHUA AIRPORT AUTHORITY

DocuSigned by:
By: Farrell Woods
ADB4C457A00F4FD...
Name: Farrell Woods

Title: Chairman

ATTEST

DocuSigned by:
By: Chris Lynch
510C331891A5403...
Name: Chris Lynch

Title: Airport Manager

ENGINEER:
GALE ASSOCIATES, INC.
DocuSigned by:
By: Steven Marshall
5AA384387E0548D...
Name: Steven R. Marshall, , RRC, CDT, LEED© AP

Title: President

ATTEST

DocuSigned by:
By: Nikolas Ippolito
CB79ED8E487E45F...
Name: Nikolas A. Ippolito, PE

Title: Project Manager

Attached:

- Appendix A – Itemization of Fees (Gale)

Appendix A

Itemization of Fees – Gale Associates, Inc.

Section 1.0 Project Cost Summary:

1.1 Gale Associates, Inc. Contract Amount

Article	Description	Billing Type	Total
A.	Project Development		
A.I	Project Development	LS	$10,420.00
A.II	Data Collection	LS	$15,532.00
B.	30%, 60%, 90%, and Final Design	LS	$62,350.00
C.	Bidding	LS	$10,900.00
D	Grant Administration		
D.I	Grant Administration	LS	$23,700.00
D.II	FAA Reimbursable Agreement(s)	LS	$8,513.00
E	Construction Administration	AC+15%	$32,600.00
F	Project Inspection		
F.I	Project Inspection	AC+15%	$37,664
F.II	Materials Testing	N/A	

Estimated Total Engineering Fee **$201,679**

Abbreviations of Billing Type:

LS = Lump Sum
AC + 10% = Actual Cost Plus 10% Profit
AC + 15% = Actual Cost Plus 15% Profit

Fee Summary by FAA Grant App. Category

Category	Fee
4 Architectural Engineering Basic Fees	$99,202
6 Project Inspection Fees	$70,264

Section 2.0 **Breakdown of Hours:**

ARTICLE A.I - Project Development

Task	Description			Proj. Prin.	Proj. Mgr.	Planner	Engr.	Admin.	Total
a)	Pre-Design Meeting		G						
i	Prepare Meeting Agenda		G		1		4		5
ii	Coordinate with NHDOT/BA, Airport Manager, Airport Commission, tenants and other stakeholders		G		3				3
iii	Attend Predesign Meeting		G	2	2		2		6
iv	Prepare meeting minutes		G				2		2
v	Follow up with attendees		G		1		1		2
b)	Developing a detailed project scope		G	2	8				10
c)	Revision the detailed project scope		G		4				4
d)	Preparing and Transmitting IFE Pro-Forma		G		2				2
e)	Preparing and distributing draft engineering agreement		G	1	5				6
f)	Negotiating a project scope and fee with SPONSOR, based on the IFE		G		4				4
g)	Preparing and distributing a final engineering AGREEMENT		G	1	2			1	4
h)	Prepare and submit FAA CATEX documentation		G		1		3		4
	Total - Hours			6	33	0	12	1	52
	Hourly Rate			$65.00	$60.00	$45.00	$45.00	$28.00	
	Direct Labor Cost			$390	$1,980	$0	$540	$28	

Totals

Dir. Labor	$2,938
OH @ 2.08	$6,111
Total Labor	$9,049
15% Profit	$1,357
Expenses	$14
Total	**$10,420**

Expense Detail:

Travel	$0
Misc.	$14
	$14

Section 2.0 **Breakdown of Hours:**

ARTICLE A.II - Data Collection

Task	Description			Proj. Prin.	Proj. Mgr.	Planner	Engr.	Admin.	Total
a)	Coordination with the FAA lines of business to request and obtain as-built documentation for the original AWOS/SAWS sites.		G		12				12
b)	Review of previously completed projects in the area designated as the new AWOS/SAWS Site		G		1		8		9
c)	Base Plan Preparation.		G				8		8
d)	Perform a field visit to verify the Base Plan upon it's completion	⇄	G				6		6
e)	Review of survey data and base plan		G		1		4		5
	Total - Hours			0	14	0	26	0	40
	Hourly Rate			$65.00	$60.00	$45.00	$45.00	$28.00	
	Direct Labor Cost			$0	$840	$0	$1,170	$0	

Totals

Dir. Labor	$2,010
OH @ 2.08	$4,181
Total Labor	$6,191
15% Profit	$929
Subconsultant (Survey)	$8,300
Expenses	$112
Total	**$15,532**

Expense Detail:

Travel =	$71
Field Supplies. =	$41
Total	**$112**

G = Gale Associates, Inc.
⇄ = Rount Trip Travel (#)

Section 2.0 Breakdown of Hours:

ARTICLE B.I - 30%, 60%, 90%, and Final Design

Task	Description			Proj. Prin.	Proj. Mgr.	Planner	Engr.	Admin.	Total
a)	Design Coordination.								
i	One (1) meeting to review the 30% design submission		G		1		2		3
ii	One (1) meeting to review the 60% design submission		G		1		2		3
iii	One (1) meeting to review the 90% design submission.		G		1		2		3
iv	Five (5) conference calls to discuss design related items with the SPONSOR and Agencies		G		5		5		10
b)	AWOS/SAWS Siting. This task will include coordination with the FAA lines of business to determine the location best suited to install the relocated systems.		G		2		8		10
c)	Airspace Determinations. The Engineer will assist the Airport in the preparation of two (2) OE/AAA studies for the final site location based on the two (2) locations		G		2		9		11
d)	Design of Site Layout. This task will include layout of the relocated system, antenna locations, foundations, electrical cables/duct locations, and other information necessary for the installation.		G		2		22		24
e)	Structural Design. This task will include review of previously completed designs, and preparation of design details/specifications to outline these requirements.		G		2		25		27
f)	Construction Safety and Phasing Plan. The ENGINEER will develop preliminary project phasing for review/concurrence from the Project Team. Once the phasing has been finalized, A CSPP will be prepared and submitted to OE/AAA for approval. Included in this are three (3) separate filings; one for the CSPP, one for the construction equipment, and one for the Contractor's staging/stockpile areas.		G		2		16		18
g)	Prepare 30% design plans								
i	Cover Sheet		G		0.5		1		1.5
ii	General Notes/Index to Drawings		G		0.5		3		3.5
iii	General Plan		G		0.5		4		4.5
iv	AWOS Site Plan		G		0.5		6		6.5
v	Electrical Layout Plan		G		2		6		8
h)	Prepare 60% design plans								
i	Cover Sheet		G				0.5		0.5
ii	General Notes/Index to Drawings		G				1.5		1.5
iii	Overall Safety Plan		G		0.5		6		6.5
iv	Safety and Phasing Plans (2 Sheets)		G		0.5		6		6.5
v	General Plan		G				3		3
vi	AWOS Site Plan		G				3		3
vii	AWOS Details		G				10		10
viii	Electrical Layout Plan		G				6		6
i)	Prepare 90% design plans		G						
ix	Cover Sheet		G				0.5		0.5
x	General Notes/Index to Drawings		G				1		1
xi	Overall Safety Plan		G				1		1
xii	Safety and Phasing Plans (2 Sheets)		G				3		3
xiii	General Plan		G				1		1
xiv	AWOS Site Plan		G				4		4
xv	AWOS Details		G				3		3
xvi	Electrical Layout Plan		G				3		3
j)	Preparation of a 90% specification book and bid package for the project.		G						
i	Invitation to Bid		G		2				2
ii	Information for Bidders		G		4				4
iii	Proposal Documents (Bid Forms)		G		8				8
iv	Bid Bond and Bidder Certification Forms		G		4				4
v	Draft Contract Forms		G		2				2
vi	General Provisions		G		8				8

Section 2.0 Breakdown of Hours:

ARTICLE B.I - 30%, 60%, 90%, and Final Design

Task	Description			Proj. Prin.	Proj. Mgr.	Planner	Engr.	Admin.	Total
vii	Supplemental General Provisions		G		6				6
viii	Sponsor Insurance Requirements		G		1				1
ix	AIP Contract Provisions				8				8
x	Federal Wage Rates and Provisions		G		2				2
xi	Reference Documents for Contract		G		4				4
xii	Forms (Buy American, Small Business, DBE, etc.)				4				4
xiii	Technical Specifications (Estimate 10 Sections)		G		32				32
k)	Incorporate any city-specific requirements into the bid documents		G		2		8		10
l)	Perform an in-house Quality Assurance/Quality Control (QA/QC) Review of the 90% Plans and Specifications		G		8				8
m)	Perform a draft quantity take-off on the 90% plans and prepare an Engineer's Estimate of Construction Cost (EEOC).		G		1		12		13
n)	Final Design Preparation. The ENGINEER will assist the sponsor in preparing the final bid documents for publication.		G		1		8		9
o)	Perform an in-house Quality Assurance/Quality Control (QA/QC) Review of the Bid Set Plans and Specifications.		G		8		0		8
p)	Distribute the Bid Set Plans and Specifications to all parties.		G				2		2
q)	Prepare and submit to all parties the engineer's design report including design considerations, engineering analysis and design selections that occur early in the design phase.		G		3		20		23
	Total - Hours			0	131	0	213.5	0	321.5
	Hourly Rate			$65.00	$60.00	$45.00	$45.00	$28.00	
	Direct Labor Cost			$0	$7,860	$0	$9,608	$0	

Totals	
Dir. Labor	$17,468
OH @ 2.08	$36,332
Total Labor	$53,800
15% Profit	$8,070
Expenses	$480
Total	$62,350

Expense Detail:	
Travel =	$40
Misc. =	$440
Total	$480

G = Gale Associates, Inc.
⇆ = Rount Trip Travel (#)

Section 2.0 **Breakdown of Hours:**

ARTICLE C - Bidding

Task	Description			Proj. Prin.	Proj. Mgr.	Planner	Engr.	Admin.	Total
a)	Providing the SPONSOR with a draft copy of the Advertisement for Bids and associated documents for review and comment		G		2				2
b)	Coordinate and post bid documents for public viewing on an online bid hosting website		G			2	1		3
c)	Schedule, organize, prepare an agenda, and attend and manage a Pre-Bid Conference at the Airport	⇆	G		2		6		8
d)	Answering Bidder's questions concerning bidding the project		G		2		8		10
e)	Preparing and distributing Addendums (2)		G		2		10		12
f)	Managing the bid opening through the online bid hosting site		G		1		1		2
g)	Preparing a bid tabulation and distributing it to the SPONSOR, FAA, NHDOT/BA, and all bidders		G		1		4		5
h)	Reviewing the bids		G				8		8
i)	Providing a Letter of Recommendation to Award for the SPONSOR				1		2		3
j)	NHDOT/BA Coordination of bids received				1		2		3
k)	Coordinate with Contractor selected by the SPONSOR to secure the required contract documents and insurance requirements		G		2		2		4
l)	Prepare five (5) Contract Sets		G		1		2		3
	Total - Hours			0	15	2	46	0	63
	Hourly Rate			$65.00	$60.00	$45.00	$45.00	$28.00	
	Direct Labor Cost			$0	$900	$90	$2,070	$0	

Totals	
Dir. Labor	$3,060
OH @ 2.08	$6,365
Total Labor	$9,425
15% Profit	$1,414
Expenses	$61
Total	**$10,900**

Expense Detail:

Travel =	$40
Misc. =	$21
Total	**$61**

G = Gale Associates, Inc.
⇆ = Rount Trip Travel (#)

Section 2.0 **Breakdown of Hours:**

ARTICLE D.I - Grant Administration

Task	Description			Proj. Prin.	Proj. Mgr.	Planner	Engr.	Admin.	Total
a)	The ENGINEER shall assist the SPONSOR with grant coordination efforts		G		6				6
b)	Preparing a Grant Application		G		1		8	1	10
c)	Prepare up to two (2) grant applications for FAA Reimbursable Agreements				2		12	2	16
d)	Providing accounting assistance to the SPONSOR related to FAA and NHDOT/BA reimbursements		G		8		4		12
e)	Updating estimates of project expenditures as requested by the SPONSOR		G				12		12
f)	Calculating DBE project expenditures and update the Airport's DBE Plan		G		4	12			16
g)	Assisting the SPONSOR in the preparation and processing of FAA Requests for Reimbursement and NHDOT/BA Applications for AIP Grant Payments		G		4		16		20
h)	Prepare monthly updates to present to the SPONSOR		G		10				10
i)	Assisting the SPONSOR in preparation and filing of project close out documentation		G		4		24		28
j)	Setting up and maintaining design and construction project records and documentation		G				4	4	8
	Total - Hours			0	39	12	80	7	132
	Hourly Rate			$65.00	$60.00	$45.00	$45.00	$28.00	
	Direct Labor Cost			$0	$2,340	$540	$3,600	$196	

Totals	
Dir. Labor	$6,676
OH @ 2.08	$13,886
Total Labor	$20,562
15% Profit	$3,084
Expenses	$54
Total	**$23,700**

Expense Detail:

Travel =	$0
Misc. =	$54
Total	**$54**

G = Gale Associates, Inc.
⇆ = Rount Trip Travel (#)

Section 2.0 **Breakdown of Hours:**

ARTICLE D.II - FAA Reimbursable Agreement

Task	Description			Proj. Prin.	Proj. Mgr.	Planner	Engr.	Admin.	Total
a)	Reviewing elements of the Reimbursable Agreements (design, construction)drafted by the FAA.		G		6				6
b)	Assisting the SPONSOR in coordinating payment to the FAA for the design and construction phase reimbursable agreements.		G		4		10		14
c)	Reviewing reimbursable agreement invoices and retaining them for grant closeout procedures.		G		4		4		8
d)	Assisting the sponsor with closeout of all reimbursable agreements. This process can take up to 18 months to complete.		G		4		15		19
	Total - Hours			0	18	0	29	0	41
	Hourly Rate			$65.00	$60.00	$45.00	$45.00	$28.00	
	Direct Labor Cost			$0	$1,080	$0	$1,305	$0	

Totals	
Dir. Labor	$2,385
OH @ 2.08	$4,961
Total Labor	$7,346
15% Profit	$1,102
Expenses	$65
Total	**$8,513**

Expense Detail:

Travel =	$0
Misc. =	$65
Total	**$65**

G = Gale Associates, Inc.
⇆ = Rount Trip Travel (#)

Section 2.0 **Breakdown of Hours:**

ARTICLE E - Construction Administration

Task	Description			Proj. Prin.	Proj. Mgr.	Planner	Engr.	Admin.	Total
a)	Schedule, organize, attend, and manage a Pre-Construction Conference at the Airport		G		4		4		8
b)	Coordinate construction activities with the Sponsor and NHDOT/BA.		G		16				16
c)	Process shop drawings, certificates of compliance, and other Contractor submittals		G		6		16		22
d)	Process, review, and comment on the Buy American certifications		G				8		8
e)	Prepare the project quantities tracking spreadsheet and FAA Form 5100-8, Periodic Cost Estimate		G		1		4		5
f)	Reviewing and processing Contractor's Pay Requests		G		2		4		6
g)	Scheduling, organizing, attending, and managing job meetings at the Airport	⇄	G		8				8
h)	Processing one (1) Change Order		G		2		8		10
i)	Reviewing certified payrolls from the Contractor and subcontractors		G		3		16		19
j)	Scheduling, organizing, attending, and conducting payroll interviews	⇄	G				4		4
k)	Providing assistance and support to the RPR		G		20				20
l)	Responding to Contractor's questions, requests for information, and proposed project changes.		G		4		12		16
m)	Preparing and signing "as-built" Plans				2		20		22
n)	Schedule, organize, attend, and manage a Final Inspection at the Airport		G		4				4
o)	Preparing a final project punch list and distributing it to the Contractor		G		1		4		5
	Total - Hours			0	73	0	100	0	173
	Hourly Rate			$65.00	$60.00	$45.00	$45.00	$28.00	
	Direct Labor Cost			$0	$4,380	$0	$4,500	$0	

Totals	
Dir. Labor	$8,880
OH @ 2.08	$18,470
Total Labor	$27,350
15% Profit	$4,103
Expenses	$1,147
Total	**$32,600**

Expense Detail:

Travel =	$660
Field Supplies. =	$487
Total	**$1,147**

G = Gale Associates, Inc.
⇄ = Rount Trip Travel (#)

Section 2.0 Breakdown of Hours:

ARTICLE F.I - Project Inspection

Full-Time Resident Engineering Services - Assume 20 calendar day Contract (approx. 2.5 weeks); estimate 18 working days (16 Weekdays, 2 Saturdays)

LABOR

8 Hrs./Day Straight Time (16 Days) =	128	hours
2 Hrs./Day Overtime (16 Days) =	32	hours
10 Hrs./Day Overtime (2 Saturdays) =	20	hours
Plus 1 Day Start Up/Pre-Con	8	hours
Plus 3 Day Punch List and Project Close Out	24	hours
Total Straight Time Hrs. =	**160**	**hours**
Total Overtime Hrs. =	**52**	**hours**
Labor @ $40/Hr. Straight Time =	**$6,400.00**	
Labor @ $40/hr x 1.5 for Overtime =	**$3,120.00**	
Total Direct Labor =	**$9,520.00**	

EXPENSES

Per Diem	12 Days on-site @ $64/day (M&IE) =	$768.00
	6 Days on-site @ $48/day (M&IE) =	$288.00
Per Diem	15 Days on-site @ $124/day (Lodging) =	$1,860.00
Mileage	22 round trips x 35 miles @ $0.60 per mile =	$462.00
Mileage	5 site miles/day x 22 Days @ $0.60 per mile =	$66.00
Field Supply Expenses (Marking paint, flagging, stakes, etc.)	=	$500.00
	Total Expenses =	$3,944.00

Totals	
Dir. Labor	$9,520
OH @ 2.08	$19,802
Total Labor	$29,322
15% Profit	$4,398
Expenses	$3,944
Total	**$37,664**

Notes: Expense rates for mileage and per diem taken from GSA.gov on 1/11/2023

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Section 2.0 **Breakdown of Hours:**

ARTICLE F.II - Materials Testing

Not Used

Totals

Subconsultant Total (SW Cole)	
10% Profit	
Total	

FUTURE AWOS LOCATION PLAN

SCALE: 1" = 200'

NORTH

LEGEND

AIRPORT PROPERTY LINE

GALE

Gale Associates, Inc.
Engineers and Planners

8 WEDGEWOOD DRIVE, SUITE 101
WINCHESTER, MA 01890
P 781.721.4000 F 781.721.4080

www.gale.com
Charlottesville | Phoenix | Moline | Maryland
Massachusetts | New Hampshire | Virginia

This drawing and the design and construction features disclosed are proprietary to Gale Associates, Inc. and shall not be altered or reused in whole or part without the express written permission of Gale Associates, Inc.
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PROJECT: RELOCATE AWOS

OWNER: NASHUA AIRPORT - BOIRE FIELD
NASHUA, NEW HAMPSHIRE

NO.	DATE	DESCRIPTION	BY

PROJECT NO.	01-AIRPORTS
CADD FILE	ASH AWOS FIG
DESIGNED BY	DCO
DRAWN BY	DCO
CHECKED BY	RM
DATE	DECEMBER 2022
DRAWING SCALE	1" = 200'

GRAPHIC SCALE

0 100 200 400

SCALE: 1" = 200'

SHEET TITLE

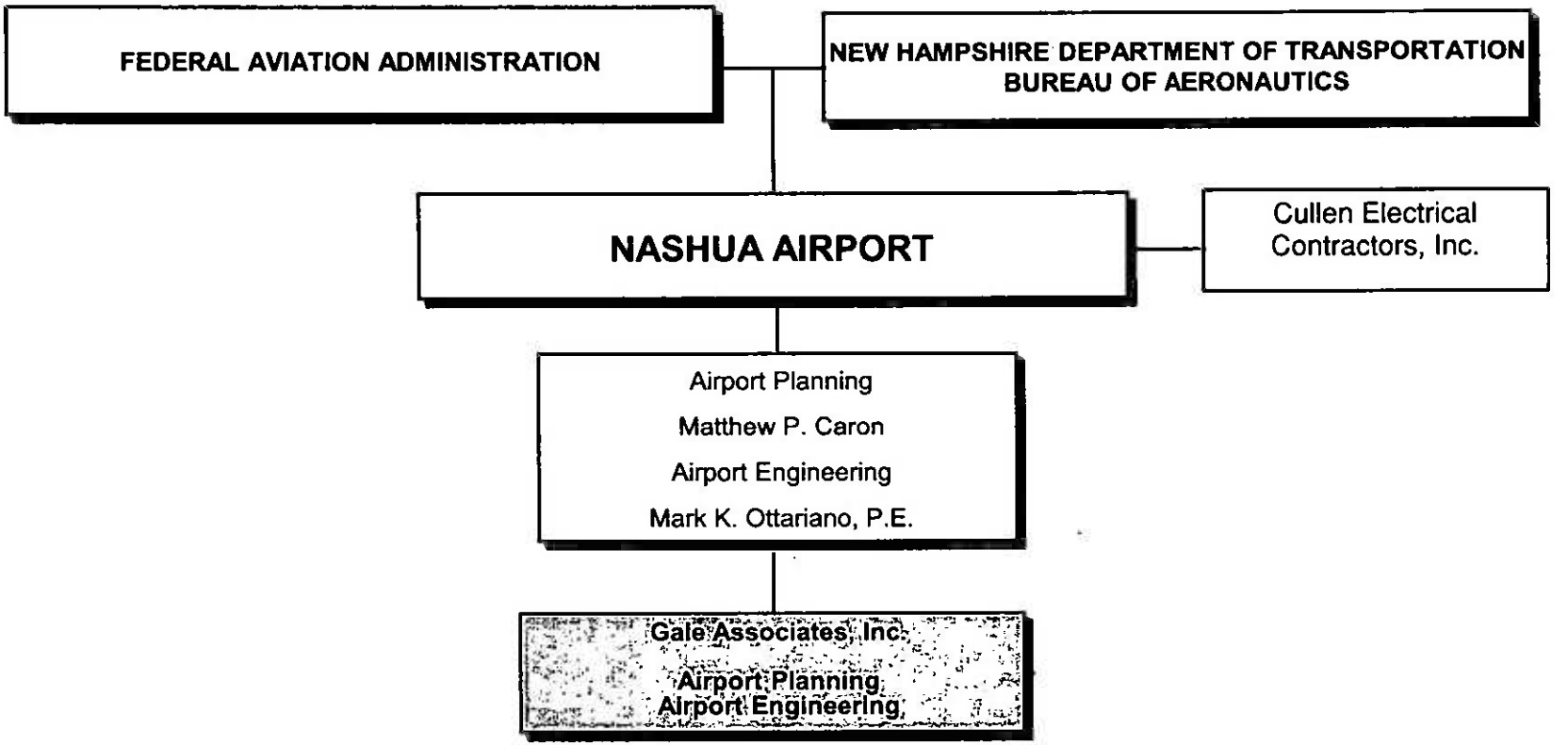
FUTURE AWOS LOCATION PLAN

DRAWING NO.

FIG.1

1 OF 1

Project Organization



GALE

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: SBG-12-XX-2024

Description of Work: Relocate Weather Observation Equipment (AWOS/SAWS)

Application

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

Certification Statements

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

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

   ☒ Yes ☐ No ☐ N/A

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

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

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

Location 1
Name of Location: Nashua Airport-Boire Field
Address: 93 Perimeter Road, Nashua, NH 03063

Location 2 (if applicable)
Name of Location: Gale Associates, Inc.
Address: 6 Bedford Farms Drive, Bedford, NH 03110

Location 3 (if applicable)
Name of Location:
Address:

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

Sponsor's Certification

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

Executed on this 20 day of August , 2024

Name of Sponsor: Nashua Airport Authority

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

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: DocuSigned by: Chris Lynch 510C331991A5453...

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: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: SBG-12-XX-2024

Description of Work: Relocate Weather Observation Equipment (AWOS/SAWS)

Application

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

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

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

Certification Statements

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

   ☒ Yes ☐ No

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

   ☒ Yes ☐ No

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

   ☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this 20 day of August , 2024 .

Name of Sponsor: Nashua Airport Authority

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

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: DocuSigned by: Chris Lynch 510C331001A5483...

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

OMB Number: 4040-0013
Expiration Date: 02/28/2025

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION

Nashua Airport Authority

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Chris Middle Name:

* Last Name: Lynch Suffix:

* Title: Airport Manager

* SIGNATURE: DocuSigned by: Chris Lynch 510C331B1A5483 * DATE: 08/20/2024

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: SBG-12-XX-2024

Description of Work: Relocate Weather Observation Equipment (AWOS/SAWS)

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

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

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

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

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

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this 20 day of August , 2024 .

Name of Sponsor: Nashua Airport Authority

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

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: DocuSigned by: Chris Lynch 510C331991A5463...

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

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: SBG-12-XX-2024

Description of Work: Relocate Weather Observation Equipment (AWOS/SAWS)

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 20 day of August , 2024 .

Name of Sponsor: Nashua Airport Authority

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

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: DocuSigned by: Chris Lynch 51B0B31991A5403...

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: Nashua Airport Authority

Airport: Nashua Airport - Boire Field

Project Number: SBG-12-XX-2024

Description of Work: Relocate Weather Observation Equipment (AWOS/SAWS)

Application

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

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

Certification Statements

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

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

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

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

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

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

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

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

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

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

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   a. Only one qualified person/firm submits a responsive bid;

   b. Award is to be made to other than the lowest responsible bidder; and

   c. Life cycle costing is a factor in selecting the lowest responsive bidder.

   ☒ Yes ☐ No ☐ N/A

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

   a. Access to Records (§ 200.336)

   b. Buy American Preferences (Title 49 U.S.C. § 50101)

   c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)

   d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)

   e. Occupational Safety and Health Act requirements (20 CFR part 1920)

   f. Seismic Safety – building construction (49 CFR part 41)

   g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)

   h. U.S. Trade Restriction (49 CFR part 30)

   i. Veterans Preference (49 USC § 47112(c))

   ☒ Yes ☐ No ☐ N/A

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

    a. Davis-Bacon and Related Acts (29 CFR part 5)

    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;

    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and

    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

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

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

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

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

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

    ☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this 20 day of August , 2024 .

Name of Sponsor: Nashua Airport Authority

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

Title of Sponsor's Authorized Official: Airport Manager

DocuSigned by:

Signature of Sponsor's Authorized Official: Chris Lynch

510C331991A5403...

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.

MENT OF TRANSPORTATION
ATION ADMINISTRATION

OMB CONTROL NU
EXPIRATION

FAA Title VI Pre-Grant Award Checklist

ıformation

e (Pick a date): 08/20/2024

sponsor: Nashua Airport Authority

ıe: Mr. Chris Lynch

:: Airport Manager

ne number: 603-882-0661

estions Concerning Prior Approval of Title VI Program

;" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Ci
: F A's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the
: in this Section prior to approving the grant application.

as ***both*** a Title VI* Plan and a Community Participation Plan, ***both*** of which are approved by the FAA and current, a
ıl for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and

s required based on DOT Order 1000.12C, Ch. II, Secs. 3 and 4
sportation.gov/mission/us-department-transportation-title-vi-program].

	Notes	Response	Comments
has a written proved by the vil Rights, and iopted by the ocumentation of l adoption.	Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old. If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.	☐ Yes ☒ No	
has a written icipation Plan uivalent public n (PPP), and proval or he plan from the vil Rights.	Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j). If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.	☐ Yes ☒ No	

1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

estions Concerning Applicant Data

;" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this
vill be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights

" usually means within 1 week or less, depending on the scope and circumstances. The data should already be ava
e forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the reque

:s required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

	Notes	Response	Comments
r has, on file, formation for the nmunity and nerwise affected s facilities and uding any airport ations.)	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data. EJScreen [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	☐ Yes ☒ No	
r has, on file formation for or example, if the airport operator, it formation for its rs.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☒ No	

	Notes	Response	Comments
· has, on file, 'ormation for their	In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c). If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☒ No	
· has, on file, 'ormation for are members of sory boards applicant's ding its airport plicable).	Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☒ No	

estions about the Sponsor's Programs

;" below, the sponsor certifies that the related statements are true.

s required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

	Notes	Response	Comments
·'s programs, ·port operations, ıated for potential ı race, color, ncluding limited ıcy (LEP)), or low- s part of an eview process ·AA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C). See Title VI of the Civil Rights Act of 1964 [www.justice.gov/crt/fcs/TitleVI]; 49 CFR part 21 [www.ecfr.gov] DOT Order on Environmental Justice [www.transportation.gov/transportation-policy/environmental-justice]	☐ Yes ☒ No	
ı has evaluated n 2 data to identify ıparities based on ational origin as part of an ıify potential ffects consistent ements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C)	☐ Yes ☒ No	

	Notes	Response	Comments
r has performed a EP analysis for the ams, including its ns (if applicable). edures and place to meet the eeds, consistent s.	A "Yes" response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to LEP Persons (70 FR 74087, December 14, 2005). See DOT's LEP Guidance [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].	☐ Yes ☒ No	
or is an airport A Unlawful Poster is displayed ort facilities. s ***not*** an airport other effective rm its customers aries, etc., that it nate based on onal origin age, sex al orientation and or creed, and of mplaint of nder Title VI licant	For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at Airport Civil Rights Program – National Airport Policy and Compliance [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/]. If applicant is not an airport, the method used to inform the public must be ongoing and documented.	☐ Yes ☒ No	

	Notes	Response	Comments
's practices for ive and ic participation to beneficiaries, as ors and sub- licable), are med about how cts, and other entially affect s are heard and ughout all stages planning, and processes.	To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087. Please ***skip*** this question if the sponsor has an FAA-approved community participation plan.	☐ Yes ☒ No	
ation for all of tle VI lawsuits, and complaints within the last 2 aded to the FAA nect System or TitleVI@faa.gov nowledged	Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies. See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov] "Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.	☐ Yes ☒ No	

	Notes	Response	Comments
rmation for all it activities , compliance sessments for the ned or pending years, has been itleVI@faa.gov, nowledged. This s not apply to es conducted by	Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies. See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].	☐ Yes ☒ No	
rmation for any plications with s other than FAA grant application	The information should be included in narrative fields of the pending application.	☐ Yes ☒ No	

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDERS

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

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

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

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

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

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

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

FEDERAL REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

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

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

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

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

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

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

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

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

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

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

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

6. Consistency with Local Plans.

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

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

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

12. **Terminal Development Prerequisites.**

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

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

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

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

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

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

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

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

19. Operation and Maintenance.

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

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

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

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

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

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

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

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

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

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

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

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

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

23. Exclusive Rights.

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

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

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

24. Fee and Rental Structure.

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

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

25. Airport Revenues.

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

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

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

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

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

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

26. Reports and Inspections.

It will:

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

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

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

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

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

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

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

27. Use by Government Aircraft.

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

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

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

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

1. eliminate such adverse effect in a manner approved by the Secretary; or

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

30. Civil Rights.

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

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

b. Applicability

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

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

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

c. Duration.

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

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

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

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

"The (**Nashua Airport**), 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 [8/20/2024].

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.

FAA
Airports

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

Updated: 11/17/2022

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

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

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

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

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

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

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