AUG09'22 PM 1:45 RCVD



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

> Bureau of Aeronautics July 28, 2022

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

REQUESTED ACTION .

Authorize the Department of Transportation to **retroactively** award a grant to the City of Manchester (Vendor Code 177433), A1P-138, to construct an aircraft apron Phase II at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$8,308,731.00 is effective upon Governor and Council approval through July 21, 2026. 95% Federal Funds, 5% State Funds.

Funding is available as follows:

FY 2023

04-96-96-960030-1335 FAA Projects 034-500161 New Construction

\$ 7,871,429.00

04-96-96-964030-7537 FAA Projects

034-500161 New Construction

\$ 437,302.00

Total

\$8,308,731.00

EXPLANATION

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

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

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

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

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

The project breakdown is as follows:

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

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

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

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

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

Sincerely.

Victoria F. Sheehan Commissioner

Attachments VFS/tlsl

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



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

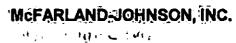
		•	1 / 2	1.75	R. S. Au	ıdl	ey, Inc.
NO.	DESCRIPTION,	UNIT	EST. QTY	u	NIT COST	7	UNIT TOTAL
SCHEDUL	E/ASCARGO/APRONICONSTRUCTION:			K.		7	
C-105-1	Mobilization (3%)	LS	<u> محالات محوا</u> المحالات المحالات	\$	294,000.00	<u>۔</u> \$	294,000.00
·G-100-1	Contractor Quality Control Program	ıLS	1 - •	:\$	50,000:00	.\$	50,000.00
C-102-5.1	Installation and Removal of Inlet Protection Filter Bags	EA	14	\$	360.00	\$	5,040.00
C-102-5.2	Installation and Removal of Erosion Control Logs	LF	600	\$	6.00	1\$	3,600.00
C-102-6:3	Installation and Removal of Stabilized Construction Entrance	EA	2 ''	.;\$ "	6,000.00	\$	12,000.00
C-102-5.4	Storm Water Pollution Prevention Plan and Monitoring	LS	1	\$	35,000.00	.'Ş	35,000.00
M-100-1	Allowance - Gate Guards	AL	1	\$	20,000,00	\$	20,000.00
M-105-1	Engineer Field Office	LS	1	\$	15,000.00	\$	15,000.00
M-200-1	Maintenance and Protection of Traffic (Airfield)	LS	1	\$	250,000.00	5	260,000,00
M-200-3	Temporary Vehicle Service Road	L8	1	\$	35,000.00	\$	35,000.00
M-250-1	Record Documents	LS	1	\$	35,000.00	\$	35,000.00
M-250-2	Field Data Collection for GIS Sruvey Conversion	LS	1	\$	5,500.00	\$	5,500.00
M-400-6.1A	No. 12 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	ᄕ	1,800	\$	2.09	\$	3,762.00
M-400-5.1B	No. 10 AWG 600V Copper Wire, Installed In Duct Bank or Conduit, Including Connections and Terminations	ᄕ	1,500	\$	2.57	\$	3,855.00
M-400-5.1C	No. 6 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	2,700	\$	3.38	\$	9,126.00
M-400-5.1D	No. 10G AWG 600V Copper Wire, Installed in Duct Bank or Condult, including Connections and Terminations	LF	900	\$	2.57	\$	2,313.00
M-400-5.1E	No. 8G AWG 600V Copper Wire, Installed in Duct Bank or Conduit, including Connections and Terminations	LF	1,400	\$	3.65	\$	5,110.00
	2 Strand Fiber Cable with Innerduct, Installed in Duct Bank or Conduit, Including Connections and Terminations	LÌF	900	\$	7.76	\$	6,984.00
M-400-5 2C	Cat 6 Cable; Installed in Duct Bank or Conduit; Including Connections and Terminations	LF	600	\$	5.40	\$	3,240.00
	Concrete Encased 1" Conduit - Type III Sch 40 PVC	LF	780	\$	24.30	\$	18,954.00
M-400-5.5	Mast Light Pole and Flature	EA	4	\$	18,582.50	\$	74,250.00
M-400-5.6A	Mast Light Camera Installation	EΑ	2		7,951.50	\$	16,903.00
M-400-5.6B	Building Mounted Camera Installation	EA	3	\$	6,480.00	\$	19,440.00
M-400-5.6C	Camera 4-port PoE Enclosure and Switches with Installation	EA	2	\$	9,980.00	\$	19,980.00
M-400-5.6D	Security Camera Integrator Installation - Allowance	AL	1	\$	20,000.00	\$	20,000.00
M-400-5.7E	Mast Light Pole Foundation Installation	EA	2	\$	10,530.00	\$	21,060.00
M-400-6.9B	Lot D (South) Site Lighting Removal	LS	1	\$	43,335.00	s	43,335.00

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



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	بر مسلا		EST.		11117.7074
	DESCRIPTION: (1) P. L.	UNIT	QTY BYSSYS	UNITICOST	UNIT TOTAL
BASEBID	MADERGIBLE)				
M-500-1	Existing ASOS Site Removal Work	LS	ត្ 1។	\$ 30,000.00;	\$ 30,000,00
M-500-2	Coordination and Assistance of Equipment Relocation with the National Weather Service	LS	1	\$ 30,000.00	\$ 30,000.00
M-500-3	Relocated ASOS Site improvement installation Work	LS	1.	\$ 147,782.87	\$ 147,782,87
M-700-5.3a	Tráffic Sign - NHDOT Type C	EA	1 . 2. 1	\$ 700.00	\$ 1,400,00
M-900-1	Oll-Water Seperator	:EA	1	\$ 522,000.00	\$ 522,000.00
P-101-6.1	Pavement Removal	SY	36,200	\$1.00	\$ 253,400.00
P-101-5.2	Joint and Crack Repair	UF	1,800	\$ 6.20	\$ 9,360.00
P-101-5.6	Cold Milling	SY	6,200	\$ 3.30	\$ 20,460.00
P-101-5.7A	Removal of Pips	LF	1,770	\$ 20.00	\$ 35,400.00
P-101-5.7B	Removal on Orain Inlet/Manhole	EA	9'	\$ 725.00	\$ 6,525,00
P-152-4.1	Unclasalfied Excavation	CY	37,800	\$ 12.00	\$ 453,600.00
P÷152-4.2	Unsultable Excavation	CY	3,780	\$ 15.00	\$ '56,700.00
P-154-5.1	Subbase Course	CY	22,100	\$ 30.00	\$ 663,000.00
P-209-5.1	Crushed Aggregate Base Course	CY	6,200	\$ 45.00	\$ 279,000.00
P-401-8.1	Asphalt Surface Course	TON	6,000	\$,132.00	\$ 792,000.00
P-403-8.1	Asphalt Base Course/Shoulder Pavement	'TON	12,300	\$ 132.00	\$ 1,623,600.00
P-501-8.1	Concrete Pavement (13th Depth)	SY	13,100	\$ 200.00	\$ 2,620,000.00
P-603-5.1	Emulsified Asphalt Tack Cost	GAL	5,750	\$ 6.00	\$ 34,500.00
P-605-5.1	Joint Sealing Filler	ĻF	3,950	\$' 9:00	
P-620-5.1a	Surface Preparation	ŠF	580	\$ 3.00	
P-620-5.2b	Marking	SF	13,630	\$ 1.75	\$ 23,852.50
P-620-5.3c	Reflective Media	LBS	330	\$ 8.00	
F-162-5.1a	10 Chain Link Fence with Barbed Wire	LF	930	\$ 70.00	\$ 65,100.00
F-162-5.1c	Temporary Chain Link Fence on Concrete Barrier with Barbed Wire	LF	600	\$ 135.00	(\$ 81,000.00
	Temporary 25' Wilde Vehicle Gates	EA	1	\$ 2,900.00	\$ 2,900.00
F-162-6,3	Removal of Existing Fence	ĹF	1,480	\$ 9.50	\$ 14,080.00
D-701-6.1A	12-Inch Reinforced Concrete Pipe	UF	70	:\$ 155.00	\$ 10,850.00

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





":Apříl 6; 2022 10:00 AM

The state of the s				R. S. Audley, Inc.			
	DESCRIPTION (4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	UNIT	EST. QTY	UNIT COST	UNIT TOTAL		
	LE/ADCARGO/APRON(CONSTRUCTION)		k.S.		Section 1		
D-701-5.1B	15-Inch Reinforced Concrete Pipe	뱌	540	\$4 120:00	\$ 64,800,00		
D-701-5.1C	18-Inch Reinforced Concrete Pipe	` LF '	540	\$ 125.00	\$ 67,500.00		
D-701-6.1D	48-Inch Reinforced Congrete Pipe	LF	760,	\$,316.00	\$ 239,400,00		
D-751-5.1A	Drainage Manhole - Alrojati Rated	EA	7	\$ 5,860.00	\$ 41,650,00		
D-761-6.1B	Drainage Diversion Manhole - Alreraft Rated	ĒĀ	1	\$ - \$ \$7,500.00°	\$.:7,500,00		
D-761-6.2A	Catch Basin - Aircraft Rated	EA	1	\$ 12,500.00	\$. 12,500.00		
D-761-5.2B	Catch Başin - H-20 Rated	EA	1	\$ '4,650.00.	\$ 4,660.00		
D-751-5.3	Trenich Drain	LF	560	\$ 600.00	\$ 838,000.00		
D-751-5.4	Adjust Structure Rim/Grate Elevation	EA	1	\$ 550.00	\$ 550.00		
.D-751-5.5	Replace Frame/Cover and Adjust Structure Rim Elevation	EΑ	.1	\$ 3,000.00	ه، \$ 3,000 <u>ن</u> 00		
T-901-5.1	Seeding	KSF	100	\$ 120.00:	\$: 12,000,00		
T-905-5.1	Topsoil (Obtained on Site or Removed from Stockpile)	CY	215	\$ 28.00	\$ 5,590,00		
T-905-5.2	Topsal (Furnished from Off the Site)	CY.	305	\$ 34.00	;\$ 10,370.00		
T-908-5.1	Mutching>	ŜΥ	9,270	\$ 0.33	\$ 3,059,10		
L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Condult	ᄹ	3,200	\$ 4.05.	\$ 12,960.00		
L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,770	\$ 4.93	\$ 8,726,10		
L-110-5.1	Concrete Encased Electrical Conduit, 1-Way-2-Inch	LF	1,820	\$ 49.95	\$ 80,919.00		
L-110-5,4	Removal of Concrete Encased or Non-Encased Electrical Conduit/Duct and Cable	ÜF	1,030	\$ 44.00	\$ 45,320,00		
L-110-5.5	Removal of Cable in Electrical Conduit/Duct to Remain	LF	190	\$ 1,35	\$ 256.50		
L-115-5.1	Elęcrical Manhole (Alrcraft Rated)	ÉA	2	\$ 16,800.75	\$ 33,601.50		
L-115-6.2	Removal of Electrical Manhole/Junction Structure	EA	2	\$ 74.25	\$ 148,50		
L-115-5.3	Existing Electrical Manhole/Junction Structure Elevation Adjustment	EA	2	\$ (3,017.25	\$ 6,034.50		
L-125-5.1	New L-881T Elevated Taxtway Edge Light	ΕA	10	\$ 2,234.25	\$ 22,342′50		
L-125-5.2A	New L-858(L) Airtleid Guldance Sign - 2 Module	ΕÃ	2	\$ 6,851.25	\$ 13,702.50		
L125-5.2B	New L-858(L) Airfield Guidance Sign - 3 Module	EA	i	\$ 9,416.25	\$ 9,416,25		
	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on Existing Base Can	EA	2	\$ 445.50	\$ 891.00		

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



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

	· ·		ا وبين سدنسياها		R. S. At	ıdle	y, Inc.
NO.	DESCRIPTION	UNIT	EST.	1	NIT COST.	(JNIT TOTAL
SCHEDUL BASE BID	E/ADGARGO/APRONICONSTRUCTIONS ((AIPELIGIBLE))						
1 405 5 5	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on New Base Can and Remove Existing Base Can	EĀ	. 8	\$	912,60	3	5,47,5.60
L-125-5.6	Remove Elevated Taxtway Edge Light and Base Can	EA	4	\$	918.00	\$	3,672.00
L-125-5.7A	New L-852C(L) Taxiway Centerline Light	EĄ -	2	\$	11,776.00	\$	23,556.00
L-125-5.7B	New L-852C(L) Taxiway Centerline Light on Existing Conduit	EÀ	2	<u>\$</u>	3,510.00	3	7,020.00
L-125-5.7C	New L-852K(L) Taxiway Centerline Light	EÀ	10	. \$	3,677.50	\$.	35,77,5.00
	Remove, Store and Reinstall Taxiway Centerline Light on Existing Base Can	EÀ	~4 ,	\$	600.75	\$	2,403.00
BCHEDUĽE	E'A' - BASE BID SUBTOTAL (AIP ELIGIBLE)	- :-				\$	9,984,661.42

APRON AREA =

1 35,100 SY.

AVG COST FOR AIP ELIGIBLE COSTS BASED ON APRON AREA = \$

283.89 PER SY

GRANT AMOUNT AVAILABLE = \$ 7,870,217.42

GRANT AMOUNT APRON'AREA =

27,722.35 SY



U.S. Department of Transportation Federal Aviation Administration

Airports Division New England Region CT, ME, MA, NH, RI, & VT] Airports Division (ANE-600) 1200 District Avenue Burlington, MA 01803

July 11, 2022

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

Dear Mr. Kitchens:

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

Gail Lattrell

Director



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

Federal Award Offer Date

Airport/Planning Area

Manchester Boston Regional Airport

Supplemental Appropriation
Grant Number

Unique Entity Identifier

L678RJK6JE86

TO: City of Manchester, NH

(herein called the "Sponsor")

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

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

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

Construct Apron - Phase II West Cargo Apron Development (approx. 33,946 SY),

which is more fully described in the Project Application.

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$7,871,429.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b): \$0 for planning;

\$7,871,429 airport development or noise program implementation; and, \$0 for land acquisition.

- 2. Grant Performance. This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 - Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 - 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 - 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 - 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.
 - Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

- 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 10, 2022, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at https://www.sam.gov).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elivoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of Supplemental Appropriation Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

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

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. <u>Build America</u>, <u>Buy America</u>. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. <u>Maximum Obligation Increase</u>. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;

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

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

19. Audits for Sponsors.

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

- 20. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - b. Require all contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

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

- 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this Condition; or
 - Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a)of this award term through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - Is in addition to all other remedies for noncompliance that are available to us under this award.
- 23. <u>Grant Funded Work Included in a PFC Application</u>. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility

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

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated August 28, 2019 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

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

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

SPECIAL CONDITIONS

- 26. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the City of Manchester, New Hampshire, as principal, and the New Hampshire Aeronautics Commission, as agent, created by an Agreement of Agency dated May 21, 1979, which is incorporated herein by reference and made a part hereof. The sponsor agrees that said Agreement of Agency will not be amended, modified or terminated without the prior written approval of the FAA.
- 27. <u>Airport Layout Plan</u>. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
- 28. <u>Pavement Maintenance Management Program</u>. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 - 2. Inspection Schedule.
 - Detailed Inspection. A detailed inspection must be performed at least once a year. If a
 history of recorded pavement deterioration is available, i.e., Pavement Condition Index
 (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of
 inspections may be extended to three years.

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

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

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

- i. Failure to provide a complete report as described in paragraph above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under this project.
- ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
- 30. <u>Plans and Specifications Approval Based Upon Certification</u>. The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA
 approval for modifications to any AIP or supplemental appropriation standards or to notify the
 FAA of any limitations to competition within the project;
 - The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.
- 31. <u>Force Account</u>. The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.
- 32. <u>Buy American Executive Orders</u>. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

FEDERAL AVIATION ADMINISTRATION				
gail La	ttrell (11, 2022 17:35 EDT)	;		
Gail Lattrell (Ju	(11, 2022 17:35 EDT)	<u> </u>		
	(Signature)			
Gail Lattrel	l			
	(Typed Name)			
Director				
	(Title of FAA Official)			

UNITED STATES OF AMERICA

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

Part II - Acceptance

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

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

Dated July 20, 2022		<u> </u>
		City of Manchester, NH
		(Name of Sponsor)
		Theodore Kitchens
		(Signature of Sponsor's Authorized Official)
	By:	Theodore Kitchens
	Title	(Typed Name of Sponsor's Authorized Official) : Airport Director
		And the state of t

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Peter R. Chiesa, Esq.

, acting as Attorney for the Sponsor do hereby certify:

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

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

I declare under p	penalty of	perjury th	nat the f	oregoing i	is true and	l correct.¹
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Dated at July 22, 2022	; ·
	Peter R. Chiesa, Esg.
	By: Peter R. Chiesa, Esq. (Jul 22, 2022 07:49 EDT)
	(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

 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
- 1. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq. 1
- s. Powerplant and Industrial Fuel Use Act of 1978 Section 403 42 U.S.C. § 8373.1
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act 18 U.S.C. § 874.1
- v. National Environmental Policy Act of 1969 42 U.S.C. § 4321, et seq. 1
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 31 U.S.C. § 7501, et seq.²

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

- 29 CFR Part 1 Procedures for Predetermination of Wage Rates.¹
- 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
- 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.
- Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- 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.
- 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:
 - 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;
- 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:
 - 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;
 - 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 <u>City of Manchester</u>, <u>NH</u>, 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.
 - 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.
 - 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.
- Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of May 5, 2022.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

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21. By signing this application, I certify herein are true, complete and accurate comply with any resulting terms if I accurate authors in the complete and accurate authors are to criminal, civil, or administ I AGREE. "The list of certifications and assurances, apecific instructions:	e tö ithe best of my kno pt an award: I am award indive penalties. (U.S. Ci and penalties. (U.S. Ci and penalties. (II)	oviledge. I also provide that any false, flettitious, ode, Title 218, Section 10 you may obtain this list is	he negul red assurances or fraudulent statement h)	coment of agency
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4 (Application for Federal Assistance (Development and Equipment Projects)

PART II - PROJECT APPROVAL INFORMATION .
Partill SECTION'A
The term Sponsor refers to the applicant name provided in box 8 of the associated SF-424 form.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
trem 2! Can Sponsor commence the work identified in the application in the fiscal year the Sylves. In No. In NA.
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:
Will the project(s) covered by this request have impacts or effects on the environment that require miligating measures? If yes attach a summary listing of Message in N/A miligating measures to this application and identify the name and date of the environmental document(s):
Item 5. Is the project covered by this request included in an approved Passenger Facility. Charge (PFC) application of other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
If included in an approved PFC application. If included in an approved PFC application. does the application only address AIP matching share? No
The project is included in another Federal Assistance program? Its CFDA number is below.
Itèm 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?
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 2007 appendix:VII).
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs

COPART #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. # # FF -118 22

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.
- The Alpen to consider at the way of the शाहरताल क्षेत्रका (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 rederal 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 of 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 falls 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. `÷ •'-7 6 2

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PARTJI 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 eirport:

The Project is compatible with the Airport Master Plan. The Sponsor has encouraged developers to develop areas adjacent to the Airport for uses that are compatible with the Airport?

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

The Sponsor is not in default on any obligations to the United States of 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 Alront or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry outland complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or other wise, except as follows:

No circumstances exist that may preclude the successful completion of the project or meeting grant assurances.

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

The Project is consistent with the City of Manchesters Master Plan:

THE HERMY TO

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

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

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

The Sponsor has undertaken reasonable consultation with effected Airport users:

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

The Project did not require a public hearing.

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

The Project with not affect Air and Water Quality Standards.

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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

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- 1. Federal Domestic Assistance Catalog Number: 20-106
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3. Land structures, right-of-way	0		, o
4. Architectural engineering basic fees	521,352	0	521,352
5. Other Architectural engineering fees	0	. 0	0
6. Project Inspection fees	148,555	0	148,555
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8. Relocation Expenses	A to respect to the first	Ire a file of	0
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10: Demolition and removal	0	O Company of the Comp	:0
41. Construction and project improvement	7,973,126	0	7,973,126
12. Equipment	0	0	. 0
13. Miscellaneous	99,000	0.	99,000
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18: Net Project Amount (Line 14 minus 15)	8,746,033		8,746,033
17. Less: Ineligible Exclusions (Section C, line 23 g.)	, , , , , , , , , , , , , , , , , , ,	0	Ō
18 Subtotal (Lines 16 through 17)	8,746,033	. 0	8,746,033
19. Federal Share requested of Line 18	7,871,430	0	7,871,430
20. Grantee share	437,302	. 0	437,302
21: Other shares	437,301	ı Ö,	437,301
:22. TOTAL PROJECT (Lines 19, 20 & 21)	8,746,033	0	8,748,033

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f: Non-Cash		
g: Other (Explain):		
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5. If Applicable See Attached	Provide Additional Information (2) 12 (2) (2) (2)	ond yid the dealth of selection is 50 that he selection of the selection o
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6. Sponsor's R	epresentative: (include address & telephone number)	

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Part IV **Program Narrative**

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1. Objective:

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

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

The proposed project creates the following benefits for the airport:

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

separation to the new cargo facility and existing terminal facility. and a process of the Airport's self-sufficiency.

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3. Approach:

Refer to the Project Description below.

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4: Geographic Location:

This project is located at the Manchester-Boston Regional Airport primarily in the town of Londonderry, Rockingham County, New Hampshire, and a portion of the city of Manchester, Hillsborough County, New Hampshire. The first party is a second of the best of the grant and the best of the first party is the second of t

5. Additional information:

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

Part IV Program Narrative Page 2 of 3

VI to 19

Property and the skills

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

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L. Objective:

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See attached <u>Project Cost Summary.</u> A. இக்கோழ்கா நட்ட கருக்குள் கட்ட கருக்கு அது நடித்து நடித்து இருக்கு அது அருக்கு அது அருக்கு அது அது இது இது இரு

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

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ENVIRONMENTAL STATUS:

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

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

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

STATEMENT ON DISADVANTAGED BUSINESS:

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

The FFY 2021-2023 DBE plan is on file at the Manchester-Boston Regional Airport offices, Manchester, NH. The Airport's DBE goal for the period FFY 2021 through FFY 2023 is 5:3% to be accomplished through race-neutral methods. The goal was updated to 6.5% for FFY 2022 using race-neutral means to account for previous DBE participation shortfalls. The sole bidder for this project proposed 1.4% DBE participation and is submitting documentation of Good Faith Efforts.

COORDINATION WITH NHOOT:

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

COORDINATION WITH USF&W, SHPO, AND CZM

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

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

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

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

KEY INDIVIDUALS:

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

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

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

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

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

CONSULTANT: David Broulllet, Deputy Project Manager — McFarland Johnson

6. Sponsor's Representative:

The Sponsor's representative for this project is:

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

Email: tmalafronte@flymanchester.com

... Silv PROJECT COST SUMMARY عالمه Construct New Green Drive Cargo Facility Apron - Congressionally Directed Spending Project Name Airport Manchester-Boston Regional Airport المراجع المجارية JIN SI Date May 4, 2022 . . Une 1: Administrative Expenses FAA EUGIBIUTY X (I TEM . EUGIBLE FEE LESIA COMMENTS Apolicable) A SIFE's and Audit to -مزاء المهاوا المساء \$74,000,00 ₹4,000.00 ± 100% · - '. 75 . Une 1 Total: \$ 4,000.00 4 000 00 Une 4. Architectural Engineering Basic Fees FAA EUGIBILITY % ()f COMMENTS DESCRIPTION ELIGIBLE FEE Applicable) MJ Design and Bidding 71X 2223 MHT Test Order RS K STEW WANT GAN SO 8.1 ... I Administration / Project Manageme 82 5 Grant Administration? 8.3 R Ground Screey 🖂 🕾 🗞 🖫 8.4 ... Geotechnical Investigation 2 a **Environmental Documentation and Permitting** 8.6 · U Coordination and Construction Phasing () = == 8.7.1 - Preliminary Design (60%).- E Final Design (95%) 8.7.3 1 3ld Documents (100%) Bid and Award いたとうかか。 Trope でったとて * 775774 Carlon Eff 16 6.11-2310 23 MJ Construction Administration 10.1" Administration / Project Management Hilling-Caption of the Line 4 Total: . 729,950.00 , 521,352.50 Line 6: Project Inspection Fees DESCRIPTION ELIGIBLE FEE COMMENTS 1 1 Applicable) 31011 MJ Project Inspection 73X E 55148,555.00 -10.3 Pull-Time Resident Engineering [Une 6 Total 203,500.00 148,555.00 Line 11: Construction and Project Improvement. WINDLE 1931 FAA EUGIBIUTY, % (II · DESCRIPTION! · ITEM 1 ELIGIBLE AMOUNT AMOUNT COMMENTS Applicable) 27,722.35 SY of Apron, Taxway, and Taxilane at \$283.69/ SY - In Supplemental Obsertionary Grant - 12 57 - 2,094,444.00 R.S. Audley, Inc. - Sch. A Base Bid - Part 1 - ** 27,722.35 SY of Apron, Taxtway, and Taxtlane at š i v 7,870,217.42 4 4100X4 F 7,870,217.42 **....**2 R.S. Audley, Inc. - Sch. A Base Bid - Part 21-\$283.89 / SY neligible Work - Access Road and Land Side -√ 4/ox includes \$2,721,047.94 for the Snow Melters f which an eligibility determination is pending 3,376,822 63 ъ. R.S. Audley, Inc. - Sch. B Base Bid. Ineligible Work Access Road Ċı (206.735 BO R.S. Audley, Inc. - Schedule Ci. DX-R.S. Audley, Inc. - Schedule Dr 29,783.00 D 0% ineligible Work - Terminal Loading Dock Paving Eversource - Electric Service Revisions for Airside 94,240.15 lequired to repower sirfield facilities 94,240,15 100% 8,668.75 Regulred permit due to area of disturbance NHDES - Alteration of Terrain Application Fee : 11,875.00 73%

5 13,684,119.00

Line 11 Total:

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Une 19: Federal Share Requester					90% of FAA Eligible)			
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Une 24. Other Shares pp. (Ac.)	<u>а 🐔 </u>	1	1.5	. State Share	(5% of FAA Eligible)	\$ ic. it. (37,301.67	9-3	
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Manchester-Boston Regional Airport Green Drive Cargo Development Projects Green Drive Cargo Apron and Access Road



April 6, 2022-10:00 AM

	·	- RE	- 1,9 (t) 30 24	R. S. A	ıdley, inc. ""
- NO:	DESCRIPTION:	:UNIT:	EST.	WUNIT COST	UNIT TÔTAL
	LE/ASCARGO/APRONICONSTRUCTION()(AIPELIGIBLE)	Segural (1)			
(Ĉ-105-1	Mobilization (3%)	ĹŜ		\$ 294,000.00	\$ 294,000.00
• .C-100-1-4	Contractor Quality Control Program,	ĽS: ‡	- 41,6	\$ + +50,000.00	50,000.00
C-102-5:1	Installation and Removal of Inlet Protection Filter Bags	ĒΑ	14	\$ 360.00	\$ 6,040,00
,C=102=5.2	Installation and Removal of Eroslon Control Logs.	، ناکانے ، ناکانے	600; 	6.00	3,600.00
Ć-102-6 <u>3</u> 7	Installation and Removal of Stabilized Construction Entrance	J.EA.	2,	S 6,000.00	\$ 12,000.00
C-102-5.4	Storm Water Pollution Prevention Plan and Monttoring	Ùs.	ار از	\$ 35,000.00	35,000.00
M-100-1	Allowance - Gaté Quards (AL	11:	\$ 20,000.00	\$ 20,000.00
M-105-1	Engineer:Fleid Office	ĹŚ,	ı ili	\$ 15,000.00	\$ 15,000.00
M-200-1	Maintenance and Protection of Traffic (Airfield)	ĽS:	4	\$ 250,000.00	\$ 250,000.00
M-200-3	Temporary Vehicle Service Road	· LS	1.4	\$ 35,000.00	\$ 35,000.00
M-250-1	Record Documents	ĽS	1	\$ 35,000.00	\$ 35,000,00
M-250-2	Field Data Collection for GIS Sruvey Conversion	٠ĽŜ		\$ 5,500.00	\$ 5,500,00
M-400-5 1A	No. 12 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	ĮĘ"·	1,800	\$ 2.09	\$ 3,762.00
M-400-5.1B	No: 10 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	J.F.	1,500	\$ 2.57	\$ 3,855.00
M-400-5.1C	No. 6 AWG 600V Copper Wire, Installed in Duct Bank or Conduit, Including Connections and Terminations	'Lİ'	2,700	\$1 3.38	\$ 9,126,00
M-400-5.1D	No. 10G AWG 600V Copper Wire: Installed in Duct Bank or Conduit, Including Connections and Terminations	LF	900	\$, 2.57	\$.2/313:00
M-400-5 1E	No. 8G AWG 600V Copper Wire, Installed in Duct Bankfor, Conduit, Including Connections and Terminations	ŲĒ.	1,400	3.65	\$ 5,110.00
M-400-5.2B	2 Strand Fiber Cable with Innerduct, Installed in Duct Bank or Conduit, including Connections and Terminations.	LF	900	\$ 7.76	\$ 6,984.00
M-400-5.2C		SUE!	· · 600»	\$ 5140	\$ 3,240.00
M-400-54E	Concrete Encased 1" Condult - Type III Sch 40 PVC	, LF	780	\$ 24.30	\$ 18,954.00
M-400-5.5	Mast Light Pole and Flxture	ËÀ	4	\$ 18,562,50	\$ 74,250.00
M-400-5.BA	Mast Light Camera Installation	ÉĄ.	2	\$ 1,7,951.50	\$ 16,903.00
M-400-5.6B	Building Mounted Camera Installation	ÉΑ	3	\$ 6,480.00	\$ 19,440.00
M-400-5.6C	Camera 4-port PoE Enclosure and Switches with Installation	·EΑ·	2	9,990.00	\$ 19,980,00
M-400-5.6D	Security Carnera Integrator Installation - Allowance	ÅL-	1	\$ 20,000.00	\$ 20,000.00
M-400-5.7E	Mast Light Pole Foundation Installation	i EA	2.	\$ 10,530.00	\$ 21,060,00
M-400-5.9́∄	Lot D (Soutth) Site Lighting Removal	,LS,	1	\$ 43,335.00	\$ 43,335.00
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Manchester-Boston Regional Airport

Green Drive Cargo Development Projects

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	IE/AF CARGO/APRONICONS I RUGITION (AIPELIGIBLE)	10 17 18	E 2		
≠M-500-1	Existing ASOS Site Removal Work	์ เร	40(1 e.	\$. (30,000.00)	i\$1 A 30,000,00
1M-500-2	Coordination and Assistance of Equipment Relocation with the National Weather Service	LS	I migi Las	/\$`\ \\`30,000.00'	\$ - 30,000.00
M-500-3	Relocated ASOS Site improvement installation Work	ĻŠ	ं खोंच ह	\$ 147,782.87	\$ 147,782,8
M-700-5.3a	Traffic sign - NHDOT Type C	ŒΑ	i un'2> 1 n	7.00.00	1,400,00
NM-900-1	Oil-Water Seperator	•EA1	in the sale	\$7 522,000.00	\$ 522,000.0
P ² 101-5.1	Ravement Removal → •	`ŠÝ′	36,200	\$7.4	\$ 7253,400.0
P-101-5.2	Joint and Crack Repair	UF	,1,800	(\$ \$ T - + 5:20'	(\$.71119,360.0
P-101-5.6:	Cold Milling.	ŠÝ	6,200	\$ 23.30	\$, 20,460,0
P-101-5.7A	Removal of Pipe	LĘ.	141,770 st	20.00	\$ 35,400.0
P-101-5.7B	The second of	(EA)	1 2 9 - 1	(\$. 725.00\	and the same of th
(P-152-4.1	Unclassified Excavation	ĊŶ.,	37,800	\$ 12.00	453,600,0
1P-152-4.2	Unsultable Excavation 3	···cv	3.780	15.00	\$ 56,700.0
/P-154-5.1	Subbase Course -	CY	/ 22;100 ·	\$ 30,00	\$ 663,000.0
P-209-5.1	Crushed Aggregate Base Course	cy-	6,200	\$ 45.00	14 ~ <u>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~</u>
P-401-8:1	Asphalt Surface Course	TON	6,000	\$ (132.00)	
P-403-8.1	Asphalt Base Course/Shoulder Pavement	TON	12,800	132.00	1,623,600.0
.P.501-8.1.	Concrete Ravement (132 Depth).	ı.sy_	13,100	200.00	(\$: 2,620,000 <u>:</u> 0
P. 603-5.1	Emulsified Asphalt Teck Coat.	GÁL	5,750	8.00	
P-605-5.1	Joint Sealing Filler	ŢĒ.	3,950	\$1 2 900	
P-620-5.1a	Manage and the state of the sta	SF	580	3.00	
P-620-5.2b	Marking	SF	13,630	1.75	
P-620-5.3c	Reflective Media	LBS.	330	\$ 8,00	
F-162-5.1a	and the Military was the same with the same was a second or the same was a second	L.F	930	\$ 70.00	1344
F-162-5.1c	Temporary Chain Link Fence on Concrete Barrier with Barbed Wire	Ů,	600	135.00	\$ 81,000.0
F-162-5.2a	Temporary 25 Wide Vehicle Gates	EĄ .	9, 1	\$ 2,900.00	\$ 2,900 <u>(</u> 0
	Removal of Existing Fence	Ĭ.	1 480	\$ 9.50	14,060.0
D-701-5.1A	12-Inch Reinforced Concrete Pipe	Ú	.70. 4	\$ 155.00°	10,850.0

Manchester-Boston Regional Airport Green Drive Cargo Development Projects

L-125-5.2A New L-858(L) Airfield Guidance Sign - 2 Module

Light on Existing Base Can

L125-5.28

L-125-5.4

New L-858(L) Airfield Guidance Sign - 3 Module

Remove, Store and Reinstall Existing Elevated Taxiway Edge

MÉFARLAND JOHNSON (INC.

Green Drive Cargo Apron and Access Road

CIL DESIGNATION IN SECULION ASSESSMENTS R. S. Audley, Inc. 1177 EST. DESCRIPTION : VIDE LINE UNIT-OTY UNIT COST UNIT TOTAL sghedule/abcargo/aproniconstiructioni BASEBID (AIP ELIGIBLE) 64:800:00 D-701-5.1B 15-Inch Reinforced Concrete Pipe ÚĚ ~540°°s **27**₹ 120.00° 125:00 LF 3 540 -- 67,500,00 D-701-5:1C 18-Inch Reinforced Concrete Pipe 76044 239,400,00 D-701-5.1D 48-inch Reinforced Concrete Pipe ALE my 3 £315.00 **∆Š** 4.1 41,650.00 D-751-5.1A Drainage Manhole - Aircraft Rated Q. +5 950:00 EA. <185.7.500.00 7:500.00 جن 🕳 😘 Drainage Diversion Manhote: Aircraft Rated EA. 1 .1,12,500,00 D-751-5.2A Catch Basin - Aircraft Rated in EA 1 12,600.00 4,650,00 \$ 4,650.00 ĒA. Catch Basin - H-20 Rated D-751-5.28 336,000.00 脏影 -600:00 D-751-5.3 Trench Drain 560 EA. ,4550:00 Ś, ₹550.00 Adjust Structure Rim/Grate Elevation D-751-5:4 3,000,00 1.2 \$ 3,000.00 Replace Frame/Cover and Adjust Structure Rim Elevation EA D-751-5:5 12:000:00 \$ - 5120.00 100 Seeding . **KSF** T-901-5:1 Topsoil (Obtained on Site or Removed from Stockpile) 5,590,00 **326.00** CY 215 T-905-5.1 \$ 40.370.00 Topsoil (Furnished from Off the Site) CY* 305 34.00 T-905-5.2 SÝ 9,270 3.059.10 \$3 0.33 Mulching: T-908-5:1 No. 8 AWG, 5 kV, L-824; Type C Cable linstalled in Trench, Duct Bank or Conduit ĽF 12,960:00 3,200 4:05 L-108-5.1 No. 6 AWG, Solid: Bare Copper Counterpoise Wire Installed Above the Duct Bank or Conduit Including 4:93 1,770 8,726 10 1-108-5.2 LF Connections/Terminations 49.95 Concrete Encased Electrical Conduit, 1-Way-2-Inch. LF 1:620 -80,919:00 L-110-5.1 Removal of Concrete Encased or Non-Encased Electrical ĹF 1,030 44.00 45,320.00 L-110-5.4 Conduit/Duct and Cable 256:50 \$ L-110-5.5 Removal of Cable in Electrical Conduit/Duct to Remain ĽĒ 190 1.35 ËΑ \$ 16,800.75 33,601.50 Electrical Manhole (Aircraft Rated) L-115-5.1 2 Removal of Electrical Manhole/Junction Structure. ĔÀ 148:50 L-115-5.2 74.25, Existing Electrical Manhole/Junction Structure Elevation 1-115-5.3 ĒΑ AL 3 017:25 6,034:50 Adjustment 22,342.50 EA 10 01 3 12,234.25 L-125-5.1 New, L-861,T-Elevated Taxiway Edge Light

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2:

6,851.25

9,416.25

445.50

13,702,50

9,416.25

891.00

Manchester-Boston Regional Airport

Green Drive Cargo Development Projects

Green Drive Cargo Apron and Access Road



McFARLAND-JOHNSON, INC.

April 6, 2022 10:00 AM

	gland w _e come a to the desired to		renan hana emana in a A decessa da dan est	R. S. Ai	idléy, Inc.
NO.	DESCRIPTION.	UNIT.	EST:W	UNIT COST	ゆり こ。UNIT.TOTAL
	E/ASCARGO/APRON/CONSTRUCTION:				
L-125-5.5	Remove, Store and Reinstall Existing Elevated Taxiway Edge Light on New Base Can and Remove Existing Base Can		6.7.	\$ 912.60	\$ 5,475.60
L-125-5.6	Remove Elevated Taxway Edge Light and Base Can	EA	4	\$ 918.00	3,672.00
L-125-5:7A	New (=852C(L) Táxiway Centerline Light	EA	* 2:!	s 11,778.00	23,556.00
والمساد والما	New L-852C(L) Taxtway Centerline Light on Existing Conduit	ÉĀ	2	(\$	7,020.00
	New L-852K(L) Taxiway Centerline Light	EA	. 10	S. ± (3,577.50)	35,775.00
L-125-5.7D	Remove, Store and Reinstall Taxiway Centerline Light on Existing Base Can	ÉÅ	* * * *	\$600.75	
•	A BASE BID SUBTOTAL (AIP ELIGIBLE)		- 41 .i	A company of the second	\$ 9,964,661.42

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

GRANT AMOUNT AVAILABLE = \$ 7.870.217.42

-GRANT AMOUNT APRON AREA =

13:FF	370: (A)116h . OV	ERALL PROJECT	GRANT-SUMM	ARYARD FIXTH	THE CHAIR SHALL LEGISTER
Project N		Cargo Facility Apror	and Access Road		4°° .
Airport ,	Manchester Boston Region	al Airport	4α σ* σ σ	Patrickel arms	A topo I. A topo.
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	To any control of the				
GRANT	OESCRIPTION	FEE	FAA EUGIBIUTY % (If Applicable) 4	ELIGBLE FEE	COMMENTS .
35	tFE's and Audit	\$;	(A** (.100% (PG. 4)	\$1-7875-4,000.00	1. Constitution of the second
	the 1 Total	\$ 4,000.00	45-4-5-	\$ 4,000.00	
- Une 4./A	rchitectural Engineering Basic Fees	w _{aaa} rari a	and the second of the second o	and an or	an a milyan b back Language Carlos and Construction
TEFA.	A CONTROL OF	ese	FAA EUGIBIUTY % (If	augite ree	COMMENTS
*GRANT	FAA Reimbursable Agreement - Design Phase 12	FEE	Applicable)	54-29-23,744.00	A COLUMN TO THE
++ == 3	MJ Design and Bidding	\$: 575,550.00	71%	\$ 408,640.50	MHT-Task Order #8:7
√ <u></u>	MJ Construction Administration	s - 154,400.00	73% min 1 6	\$1: 112,712.00	61 6 - MAGNITURE - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
15	S THE LINE A Total	\$ 753,694.00	19 四十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二	\$76 545,096.50	Maria Maria
Line 6. P	relect Inspection Fees			تعبد تتت حجنا	AND THE RESERVE THE PROPERTY OF THE PROPERTY O
CEFAA95		FEE	FAA EUGIBIUTY X (II)	EUGBLE FEE	FUEL - CONTINUES
GRANT	1 a 10 November 14 aug	Sarana 11:120.00	Applicable)	5	COMMENTS
35.7	FAA Reimbursable Agreement - Construction Phase at an MI Project Inspection	\$,203,500.00	· 73%	5' '148,555.00	
== +	To the second se		i	• • • • • • • • • • • • • • • • • • •	
. [Line 6.Tota	\$, , , 214,620.00	1	\$ [159,675.00	
<u>Une 11.</u>	Construction and Project Improvement	i. San i Albita insala e	Carrier -		
FAA .GRANT	DESCRIPTION	1	FAA EUGIBILITY % (II Applicable)	EN GIBUE FEE	COMMENTS
. 2	R.S. Audley, Inc Sch. A Base Bld	5 2,094,444,00	100%	\$ 2,094,444.00	'7,377.65 SY of Apron, Taxlway, end Taxllane at \$283.89 / SY
.3	R.S. Audley, Inc Sch. A Base Bid	\$ 7,870,217,42	100%	\$ 7,870,217,42	27,722.35 SY of Apron, Taxhway, and Taxlane a 5283.89 / SY
à	Eversource - Electric Service Revisions for Airside	\$ 94,240,15	100%	\$ 94,240.15	Required to repower airfield facilities
73	NHOES - Alteration of Terrain Application Fee	\$ 11,875.00	73%·	\$ 8,668.75	Required permit due to area of disturbance
ŅĀ.	A.S. Audley, Inc Sch. B. Base Bld 1	\$ 3,376,822,63	0%	\$,	Ineligible Work: Access Road and Land Side : Includer 52, 221,042,36 for the Snow Melters for which an eligibility determination is pending
NA.	R.S. Audley, Inc Schedule (C)	\$ 206,736.80	, O%.	,	Ineligible Work - Access Road
NA'	R.S. Audley, Inc Schedule D	\$ 29,783.00	0%	\$	Ineligible Work - Terminal Loading Dock Paying
	J. Une 13 Total	: \$ 13,684,119.00		\$ 10,067,570,32	<u> </u>
ر المحسنان المراز المراز	Miscellaneous!	entra est su di est est est est. Si		e salantes e	· · · · · · · · · · · · · · · · · · ·
FAA	DESCRIPTION	· · · · · · · · · · · · · · · · · · ·	FAA ELIGIBIÚTY % (If	ELIGIBLE PEE	COMPENTS
GRANT -	MHT Force Account Work for Project Escarts	\$99,000.00	Applicable)	\$ 99,000.00	(COMMENTS
- 13	Inter Proce Account Front for Project escales.		10078	3, 135,000.00 C	P
	Line 13 Total	\$ 99,000.00	3	\$. \$9,000.00	Tom consider
		ا المنظوم المعلومة المعلومة المعلومة المنظومة المنظومة المنظومة المنظومة المنظومة المنظومة المنظومة المنظومة ا المنظومة المنظومة ال	-	··· va 	
	Totals	\$ 1 14,755,431.00	 	\$ 10,875,341.82	

OVERALL PROJECT GRANT SUMMARY

Project Name

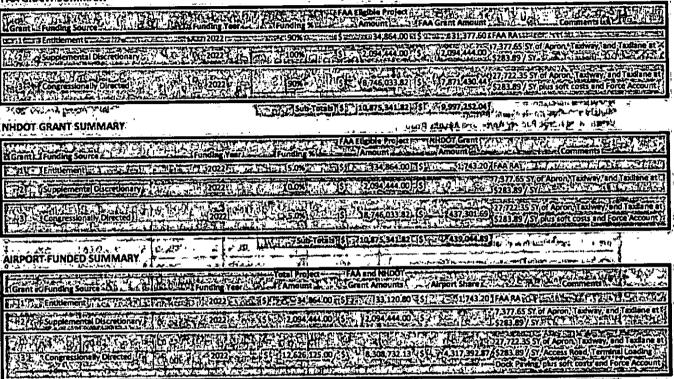
Construct New Green Drive Cargo Facility Apron and Access Road

Airport

Manchester-Boston Regional Airport.

April 26, 2022

FAA GRANT SUMMARY



PARENTE PHOTOS CHARGE TIMISVE

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מש בנחו יון: נואלמיהם ו

"Design Phäse, Eligibility Splits

PAR MINISTER

- 194 36 # 9 # October 25, 2021 FINAL: Total % Added April 20, 2022

McFarland Johnson, Inc. McFarland Johnson, Inc.
Manchester Boston Regional Airport

Task 6 - Bid and Award William

MANUAL TALL IN PRINCIPLY

Green Drive Cargo Facility Apron and Access Road Design Phase Services

· 					
Task and Description	Hours	Total Fee	FAA Eligibie Fee	Ineligible Fee	Percentage for Ineligible Fee
Task 1 - Administration / Project Management	285	\$ ^{49,200.00}	34,440.00	14,760.00	30%
Task 2 - Grant Administration (1	76	10,150.00	\$ 10,150,00	1	0%
Task 3 - Ground Survey	116 44	52,200.00	3, 38,510.00	15,680.00	30%,
Task 4 - Geotechnical Investigation	106	\$ 54,750.00	\$ 38,325.00	\$ 16,425,00	30%
Task 5 - Environmental Documentation and Permitting	100	\$ 14,100.00	9,870.00	4,230.00,	430%
Task 6 Coordination and Construction Phasing	par parmy 100	\$. 14,400.00	10,080.00 (رمير\$)	\$ 4,320.00	יון מיים ביים אונים אוני
Task 7.1 - Preliminary Design (60%) ()	1,607 10 4	230,400.00	\$ 158,976.00		
Task 7.2 Final Design (95%)	710 0:01	15 114,100.00	\$1 82,152.00	SEAS 31,948,00.	28%
Task 7.3 - Bld Documents (100%)	209	24,350.00	\$ 17,045.00	\$ 7,305.00	30%

Subconsultants . \$. 78,385.00 Expenses \$ 1,711.75

. 11,900.00

\$ _____1575,550.00

11,000.00

\$ - 409,478.00 a \$ - 188,072.00 per

83. 447-487-

3.392

Totals

495,453,25

Project Eligible % 71% Project Ineligible % 29%

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

CONSTRUCTION PROJECT ELIGIBILITY SUMMARY

Project Namé: Construct New Green Drive Cargo Facility Apron Airport: Manchester-Boston Regional Airport:

April 20, 2022 Date:

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

<u> </u>		FAA'	
Bid Schedule	Description	Eligible	Bid Amount
A Base Bid	Apron and FAA Eligible Work	. Y	\$.9,964,661.42
B. Base Bld	Landside and non-FAA Eligible Work		\$1 3,376,822.63
. C1	Access Road Alternative #1		\$ 206,736.80
- D	grerminal Paving Strate . State	N'	\$. ±29,783.00
<u> </u>	THE TENED TO SELECT THE TANK	Total_	\$113,578,003.85

Non-FAA Eligible Percentage

* M

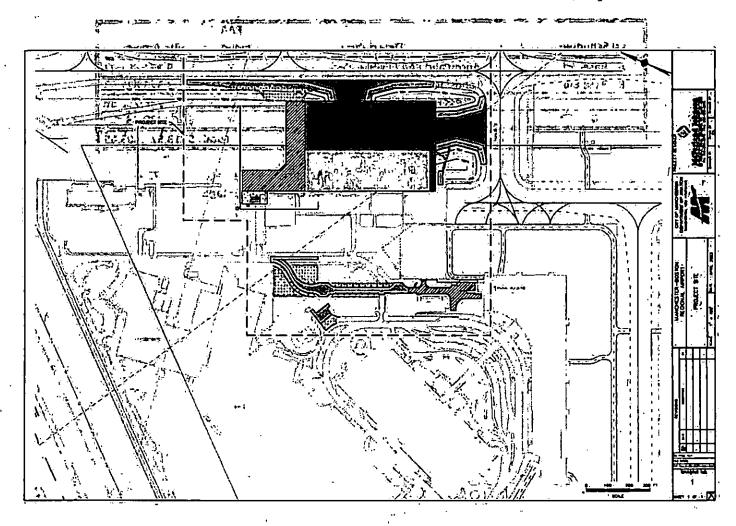
CONSTRUCTORY PROJECT ENGIABLITY SUMMINANT

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Drug-Free Workplace Airport Improvement Program Sponsor Certification

								•
Sponsor: (City of Manch	ester					Mar. Mar.	
Airport:	Manchester-B	oston Regiona	i Airport 🍝	in.	ú∮⇔	•	~	
e jake Alim Panjari Nije	nhor 2 33:0	アラマラ 0011-XXX-202		and .	# T man to	' - "		
			•			*,		' @
Description	of Work: C	onstruct New	Green Drive C	argo Facility	Apron			.,
	***	ire Ca	Contraction of	יבי, י	经 國際衛	•	••	
Application	ì Φ'	ুক্ত ন্যা> গ্র	- 6	.ff γ _~ ~	(学) かんり)	⁽¹)	
49 USC § 4	7105(d) aut	norizes the S	ecretary to re	quire certi	cation from	the spo	nsor that	it will comply
								ort Improvement
		j tednitemen						
								e to provide, a
drug free w	orkplace in a	ccordance v	ith the regul	ation. The	AIP, project g	នៃហ៍វី ទី ថ្ រ	eement	contains specific
assurances	ou, ne nuc	-Free Workp	lace Act of 1	968:	., -	~		
Certificatio	n Statemen	re de l	يۇد.ا پەخسەر دەروپ ا	in.	··			•
		tatements be	low marked	as not app	lcable (N/A)	⊇thi≋ilisi	Include	s maloř
		struction pro						
								appropriate time
		n statement						
						-2-		omplying with all
applicable s	statutory and	l administrati	ve standards	.The source	e of the requ	ulrêmen	t is refer	enced within
parenthesis) 100 1		-	.00	Was.	•
	er e	ir S. 4. me		י ב בייסורים	<u> 1</u> . 1.20		ر المحدد الم المحدد المحدد المحد	97).a
					mmenceme	nt of pr		fylng employees
		il manufactur						ontrolled be taken agains
		dolation of su				a. Più nio di	جناناناء ين	faming ag
. 7	Yes □ No		T 1954 T 1394 T	= = 1 to \$				
4 <u>12</u>	i tes "⊟uvo	D. DIMA.						
2. An	ongolng dru	g-free aware	ness progran	n (2 CFR §	182.215) ha	s been	or will be	established
pric	r to comme	ncement of p	roject to infor	m employe	es about	a zya e	,	C4 70.
1	.a: The dai	ngers of drug	abuse in the	workplace	Ř	.11	Out.	_
	b. The spi	onsor's policy	of maintaini	ng a drug-f	ree workplac	ce;		· Park
			A Commence	SUPPLY BY	ساسيري مؤران والمناهلات	₹ 7	istánce r	orogramis; and ,
		nälties thát m			V • • • • • • • • • • • • • • • • • • •		1.1	None occurre
		natues unat m vorkplace.	ray ne impos	en ahôu sủ	iihinλââşıığı	.กับก็ก็ ตื	LA SE AIGIS	audio decuinig.
∤IXÍ	l Yes □ No	D N/A						• •
	offices (

3: ¿Each employee to be engaged in the performance of the work has been or will be given a copy of within the performance of the work has been or will be given a copy of the statement of project (2 CFR § 182:210)	ıf }-
☑Yes □NA □NA alor s. (13	
-4] Employees have been or will be notified in the statement required by Item ((above that as a recondition 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 callendar days after such conviction.	
⊠ Yeś .⊡.No⊡.N/A	
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).	.*
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.	
ia. 'Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as a second with the requirements of the Rehabilitation Act of 1973 as	
b. Require such employee to participate satisfactorily in drug abuse assistance of rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.	
NOS PINOS PINOS	
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through (2.CFR \$ 182;200);	ħ.
Site(s) of performance of work (2 CFR § 182,230):	
Location 1 (Name of Location: Manchester-Boston Regional Airport Address: One Airport Road, Manchester, New Hampshire 03103	
Location 2 (if applicable) (Name of Location: McFarland Johnson, Inc. Address: 53 Regional Drive Concord, New Hampshire 03301	
Location: Name of Location: Address:	
winitage.	

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Certification and Disclosure Regarding Potential Conflicts of Interest Airport improvement Program Sponsor Certification:

			•	
Sponsor: City of Manchester	-:-	100	a he .	MA (to Sent 1
Airport: Manchester-Boston Regional Airport	;	1 /相象	111 🙈	in Janessa
Project Number: 3-33-0011-xxx-2022		. 1		(Page 679)
Description of Work: Construct New Green	Drive Cargo Faci	lity Apron	•	ny sara
Application Title 2 CER § 200112 and § 1201.112 ad	<u>୍</u>	e de grande	." . 6. * 	र्क ट म स
Title 2 CFR § 200.112 and § 1201.112 ad	dress Federal A	viation Administ	ration (FAA)	requirements?

Title 2 CER § 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:

The sponsor or sub-reciplent 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-reciplent's officers, employees, or agents, or by contractors or their agents.

Ŷes ⊡No

 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)).
ĬŽÍ Ŷes □ 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 ; ⊡ Nó
Attach documentation clarifying any above Item marked with no response
Sponsor's Certification (1)
il certify, for the project identified herein, responses to the forgoing Items are accurate as marked and; have the explanation for any item marked not is correct and complete.
Executed on this 5th day of May:
Name of Sponsor: City of Manchester
Name of Sponsor's Authorized Official Theodore Kitchens A.A.E.
Title of Sponsor's Authorized Official: Airport Director
Signature of Sponson's Authorized Official: Throdox Kachens
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 of both.
,•

CERTIFICATION REGARDING LOBBYING

- Certification for Contracts Grants, Loans, and Cooperative Agreements
- The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid; by or on behalf of the undereigned, 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 a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the instance of any Federal loan, the extension; continued any employee of any Federal contract, and the extension; continued in 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 eccordance with its instructions.
- (3) The undersigned shall require that the impulsee of this certification be included in the sward documents of all subwards at all ters (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 an entered into. Submission of this certification is a precedulate for making or entering into this transaction imposed by section 1352; title 31: U.S. Code? Any person who falls 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 fallure.

Statement for Loan Guarantees and Loan Insurance

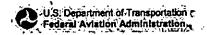
The undersigned states, to the best of his or her knowledge and belief, that:

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 falls to file the required statement shall be subject to a civil ponenty of not less then \$10,000 and not more than \$100,000 for each such failure.

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ARPLICANTS ORGANIZATION	ا المحادث المح المحادث المحادث المحاد	and the second of the second o	
City of Manchester.	Address again	materials & be	*
PRINTED NAME AND TITLE OF	AUTHORIZED REPRESENTATIVE		Application of the second of t
	First Name: Theodore:	Middle N	
Last Name: Kitchens, A.A.E.	And the second s	Suffix	
Title: Airport Director			,
signature: المحتادة على		DATE:	5/5/2022
haod	dore Kitchens		- Aloudaten
-			The state of the s



Selection of Consultants

Sponsor: City of Mark	héster 😘 🧺				
Airport: Manchester-B	oston Regional A	irport	анайн 97 -		
Project Number: 3-33	-0011-XXX-2022	- rere	23	lete	
Description of Work.	Construct New	Green Drive Cergo F	acility Apron ,	ŀ	
Application 49 USC § 47105(d) a with the statutory and Program (AIP). Generate described in 2 CF provided they are equivalent of the confirmation of the confirmation of the cepaire on the cepair of	administrative rai requirement R §§ 200.317- iivalent to standaring, and Riam ents of statements be onstruction projection statement. Is not compret	requirements in calls for selection of co 200:326 Sponsors lards of Title 40 chang Consultant Selecting Test ect. Selecting Yes ment. The term will focus area; but no lensive and does n	rying out a project un insultant services wit may use other qualification of the pro- prior of the properties of the applicable (N/A), this represents sponsor ac ater than the end of to ot relieve the sponsor	nder the Alrport hin federal gran ications based visory Circular nt Projects silist includes m acknowledger acknowledger titon taken at ap the project pend in from fully com	Improvement t programs rocedures 150/5100-14, alor propriete time od of plying with all
1 Sponsor ackr	nowledges their	responsibility for th	e settlement of all c 2 CFR § 200.318(k)	òntractual and a	dminiştrative
X Yes 🖸	No □NA			\ -	
∕2. / Sponsor proc ⊷ unduly limit c	urėment áction ompetition (2 C	s ensure or will ens FR\§:200.319);	từ rệ full ànd (ọ pện) cố	mpetition that d	òés not
⊠Yes □	No □N/A: -	•			
requirements qualifications	, or statements	of work associated	that develops of dra with the developme enised services (2:0	nt of a request-	ior _e

n are 29, 4 1. National area	The adv	ertisemer all of req	nt describes or uired services	will describe spo without unduly re	ecific project se estricting com	tatements of petition (2 Cl	work that provid R § 200.319).	le,
	⊠ Yes	No	□N/A" ····· 8J Telita	uest vii ko et	Sekerk		• -	
5.	Sponsor	has publ	icized or will p	ublicize a RFQ t	hatis move	Street Press	214	:
<u> </u>	'a, n	Solicits`a	n adequate nu	mber of qualified	sources (2°C	FR § 200:32	0(d)); and	٠.
	b ; 1	déntilles	all evaluation	criteria and relati	ive importance	(2 CFR § 2	00.320(d)).	je
	⊠ Yes	□No	⊡ N/A		कृत्युक्ती संस्थ	Dut legs	رائد الاراداج. الاراداج	412
6.	business		se participation	selection on que n with price not b	eing a selectio			
904 - 1 1 137 - 17 1 1 241 1277 - 2	Individua assisted X Yes	ls or firm projects □ No	s suspended (2/CFR §180: N/A	fy that agreemen debarred or othe 300).	rwise exclude i de la la signification also an alternationer	d from partic End office the called a	ipating in federa	l Pe - M - pt
				projects: Sponsoi				
			om initiating w on (AC 150/51	ork covered by to 00-14); and	his/procureme	.,,	- ,	
42.5	្សាក្រកម្មជុំកំ ស្រុកកម្មជុំកំ	dentified	in the RFQ (A	uct new procure C 150/5100-14).	e of migra-	or projects id	Paristration	28d 32
3	Sponsor most que	has neg	otiated or will the services l	negotiate a fair a dentified in the R	nd reasonable	fee with the	firm they select	23
- itsad <u>í</u> 0,	The Spo	nsor's co ts;associ	ntract identifie ated with eligii	s or will identify o	osts associati § 200:302)	ed with inelig	ible work separa	ately.
	⊠Yes	□No	□ N/A		•			
11.	•			epare a record o	والمراجع والأسام والمراجع			3(i)).
ŧ,	⊠Yes	□No	□ N/A		4	i ori	1 95795	
12.	contract	for ÁIP-a		II incorporate ma 49 U.S.C. Chapt	er:471 and 2:0	CFR part 200	Appendix II)	it:
					• •	1 4	,	

ું. જુન્ જુન્	For contr specific r	acts that ap	ply a time a pensation, a	nd-material p ind labor rate	es), the Spo	ovision (also k onsor has esta	nown as hou blished or w	ıdy:rateş ∕ M'eştablish:
دد	ra: ป	ustification 200:318(j))	that there is	no other sul	table contra	act method for	the services	(2 CFR
	mebilis	ceiling ph	e that the c	nsultant ex	eeds at the	eli fisk (2 CFR	§200.318(J)); and:
						ent is performi FR §200.318()		nefficient
	Ï⊒ Yes	ÖNo ⊠	N/A		ft.	ම කෙළුව	BB HARRY	g forte
	method.	le not using (2 CFR § 20 □ No	00.323(d)).	se the prohil		lus-percentag	101	PPC) Contract
Attachid			ing any abov			iresponse.	12. <u> </u>	o altio
Sponse	or s Cer	tification	white	Calleton	COUNT TO	- valuation liverity	יילואר ישנטישון	المقالات
in inside licentify addition	for the program	roject identi entation for	fied herein any Item ma	esponses to arked "no" is	the forgoin correct and	ng items are ac d complete.	curate as m	arked and
`i willfülly,	providing	falselinforn	rjury that the nation to the ct me to fine	federal gove	rnment is	a violation of 1	Stand that keep to see the see that keep to see that keep that keep to see that keep the see	nownglyland Ol(False) nghiran
Execute	id on this	5th day	of May	, E , 4	2022		- Company (1)	कोल्प्युंबेह 🗥
			of Mancheste		કેર 🕡 😅	17 \(\frac{1}{2} \)	THE PARTY OF	(中) (本)
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willfully	providing	false inform	nation to the ct.me to fine	federal gove is: imprison	ernment is nent or bot	correct d under a violation of a	8 USC (§:10)	nowingly and
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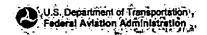
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Project Plans and Specifications

Airport Improvem	ent Progr	am Spon	isor₊C	ertific	ation	
THE THE PERSON WHEN THE THE THE WHEN			TD 537	en our	12 / 1	
LSponsor: City of Manchester - The	, ZP	mer graf at las	ngiger da	1 00 - 404(t	\$1 :	
Alrport: Manchester-Boston Regional Airpor	t		. 45	J.	- .	
Project Number: 3 33 0011 xxx 2022	- 	es trac		ម៉ាង (🛣 🕏 🕏	esso (B	1
Description of Work			AUC 11	Physical Section 19	່. ພາ"hi≕	i
Description of Work: Construct New Green	DIVE Cargo F	BOILTY Aproin	₽4i	<u>u.</u> :	~vy(f)	
Application 49 USC § 47.105(d) authorizes the Secre with the statutory and administrative requ Program (AIP): Labor and divil rights star L'abor (www.dol.gov): "AIP Grant Assura federal laws, regulations, executive orde	ilrements in ca idards applica	certification trying out a ble to AIP ar	from the project to e establi	sponsoinder the	that it will Airport im the Depart	provement.
federal laws, regulations, executive order AIP, Allst of current advisory circulars w alroorts, and installation of equipment an Assurance 34 contained in the grant agre	ith specific sta d facilities is n	indards for p	rocurem standare	ent, desi Lairport	gn or cons	truction of ranta #
Certification Statements Except for certification statements below requirements of the construction project confirmation of the certification statement time based on the certification statement performance. This list is not comprehens applicable statutory and administrative structure of the statutory and administrative structure.	Selecting Yes The term wifocus area, but toous area, but we and does it	t applicable (s represents ill means S it no later that iot relieve this	sponsor a nonsor a nothe er e sponso	r acknow ction tak nd of the or from fi	ledgemen en at appr project per illy comply	t and opriate in riod of a ing with all
The plans and specifications were standards and requirements, so advisory circulars, or FAA-accept approved by the Federal Aviation	hat no deviatil	on or modific	atlon tò ssary otl	standard ier than	s set forth	in the
2. Specifications incorporate or will requirement for the material or pr unduly restrict competition (2 CFI	incorporate a oduct that doe	clear and access not contain	curate de hilimiting	escription	of the tec	hnical ùres that

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
1-01	ार प्रत्यवर्धि में एक कि मुनन के मान मित्रकार के किल्ला के मिल्ला में उपने के वर्ताचांकरों के स्थान के अधिक म
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 □ Note In NA landariate for a last recentive section of the rest of the
ਸ਼ਾ⊣ਨ, (ਪ 5.	The specification does not use or will not use "brand name" or equal to convey requirements.
क्षा र स्वती	unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 05100:38 Table U.5) IN 19 19 19 19 19 19 19 19 19 19 19 19 19
	Yes: □ Nö □ NA
D AVG1	Spaners with a conduction regularly PAK's continuous with a custoff
	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
ra Xa	of the projections of the area of composes without a dam, codificial in costs and
: Tassista 7	The use of prequalified lists of individuals, firms or products include or will include sufficient
Varia crass even	qualified sources that ensure open and free competition and that does not preclude potential
	antilles from qualifying during the collectation period (2 CEP 6319(d))
٠	☑ Yes ☐ No ☐ N/A
	Attach diguting malaban maraying any abit . This is street with Not response,
<u> </u>	
	award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
OFE O	Yes no No. No. appled the compared between a 75 of bit in marks. It is the
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).
	الرواز والإراز الأراز ا
	☑ Yes ☐ No ☐ N/A
	Contraction of the state of the
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
. 120	The state of all health and the complete of the colonia decides requirements of 40 CEP
11.	The design of all buildings comply or will comply with the selsmic design requirements of 49 CFR
	-§ 41.120. (FAA Orden 5100:38d span 3-92)
•	⊠ Yes: ☐ No ☐ N/A
المراز الأ	The project specification include or will include process control and acceptance tests required for
12 ₁	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

Դատ Վե. «Śnów.RemovaliEquipment as contained in ACI150/5220-20չատ արև «Ի
□Yes □ No. ⊠/N/A
c. Alregat Rescue and Fire Fighting (ARFF) vehicles as contained in AC(150/5220-10.
☐ Yes ☐ No ☑ N/A
13. For construction activities within or near alrefatt 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 CSRP 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
Service (5100)38 (Park 5-29) is to min the oard which is the street of the service of the servic
MYes: ENO. BNA.
14. The project was or will be physically completed without federal participation in costs due to errors stand omissions in the plans and specifications that were foreseeable at the time of project design (49/USC \$47/110(b)(1) and FAA Order 5100)38d (par. 3-100).
M. Yes. Li No. Li NA.
Attach documentation darifying any above item marked with "No" response.
was gradusty that may make the second transmission of the second transmissi
Sponsoris Certifications as well as the second seco
l'certify, for the project identified herein, responses to the forgoing items are accurate as marked and
additionalidocumentation for any item marked no is complete.
Executed on this 5th day of May
Name of Sponsor: City of Manchester
Name of Sponsor's Authorized Official: Theodore Kitchens, A.A.E.
Title of Sponsor's Authorized Official: Airport Director.
Signature of Sponsor's Authorized Official:
l'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 wiolation of 18 USC/\$ 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Equipment and Construction Contracts. Airport Improvement Sponsor Certification

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Şponsor / Cily of Main	chester * **********************************			- 43			
Airport: Manchester-B	Soston Regional Airpo	Šrik		-		٠	
Project Number: +3-3	3-0011-XXX-2022;	die.		mu.			
Description of Work:	Construct New Gre	en Drive	Cargo Facili	y Apron		44. U.≽	
· • ·	4.	٠. ٠	ø	ton.	r ^e		•
Application 49 USC § 47105(d) a with the statutory and Program (AIP). General policies, guidelines a procedures provided	l edministrative red eral procurement's escribed in 2 CFR are established by al Requirements id nd requirements fo	ulremer tandards §§ 200. the Der entifies (r assiste	nts in carryli s for equiph 317-200.32 paitment of all applicabl ance under	ng out a pro ient and co 6. Labor a Labor (www. e.Federal L the AIP: S	iject unde nstruction nd Civil R w.dol.gov aws, regu ponsors n	ir the Alrpo o'contracts lights Stand) AIP Gran Jations, éx	rt Improvement within Federal Jards t Assurance ecutive orders.

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 commence ment of the project that governs the performance of the sponsor's officers, employees, or agents in soliculing, awarding and administering procurement contracts. (2 CFR § 200:318).

X Yes	□ No	ľΑ

(Grant Assurance C.17):	
Yes □ Noste NA Nost □ 122 14 14 14 14 14 14 14 14 14 14 14 14 14	ons feerenfund
3. Sponsors that are required to have a Disadvanta with the FAA have included or will include clause 49 CFR Part 26 for Disadvantaged Business Ent	s required by Title VI of the Civil Rights Act and
⊠ Yes □ No □ N/A	promit neplocational services in the services
 Sponsors required to have a DBE program on file implement monitoring and enforcement measure 	s that:
Ensure work committed to Disadvantage actually performed by the named DBEs.	ed Business Enterprises at contract award is (49 CFR § 26.37(b));
b. Include written certification that the spor monitored work sites for performance by the product of the industrial product of the con-	nsor has reviewed contract records and has DBE firms (49 CFR § 26.37(b)); and
	made to DBE firms and a means for comparing ginal commitments (49 CFR § 26.37(c)).
(☑Yest (☐(No.5)☐ N/A. ster	
eansing of the Difference of the State of Equation (Sec. Sporisor procurement actions using the competition of the second section (Sec. Sec. Sec. Sec. Sec. Sec. Sec. Sec.	ve sealed bid method (2 CFR § 200:320(c)). was
interested contractors or vendors, location in a particular and a particu	
d. Prepared in a manner that result in a fifth	n fixed price contract award to the lowest
responsive and responsible bidder.	sta vosti a sindanga sa
Yes Digo Digo the Mar State of the following the	WIRE HOLDER WITH BUILDING CO.
6. For projects the Sponsor proposes to use the cor 200.320(d)). Sponsor has requested or will reque competitive proposal procurement by submitting a. Written justification that supports use of preferred sealed bid procurement method	st FAA approval prior to proceeding with a o the FAA the following: competitive proposal method in lieu of the
b. Plan for publicizing and soliciting an ade	
c. Listing of evaluation factors along with re	elative importance of the factors:
☑ Yes ☐ No ☐ N/A	THE THEOLOGY OF THE STATE OF TH
 For construction and equipment installation projection of the current federal wage rate schedule(s) for the app 200, Appendix II). 	
⊠ Yes □ No □ N/A	

8.= Concurre	ence was:or, will be obtained from the Federal Aviation Administration (FAA) prior to award under, any, of the following circumstances (Order 5100 38D):: 1 300 500 500 500 500 500 500 500 500 500
es institutionis	Only one qualified person/firm submits a responsive bid
	ি Award is to be made to other than the lowest responsible bidder; and
Ser Area and be	Life cycle costing is a factor in selecting the lowest responsive bidder.
9.: All const	ruction and equipment installation contracts contain or will contain provisions for
	Access to Records (§ 200.336)
:(***): br c. d.:	Buy American Preferences (Title 49 U.S.C. § 50101) Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60) Federal Fair Labor Standards (29 U.S.C. § 201; et seq) Occupational Safety and Health Act requirements (20 CFR part 1920)
Ť.	The second secon
al coloring	State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
ागा है।	U.S. Trade Restriction (49 CFR part 30)
J.	Veterans Preference (49 USC § 47112(c))
	s □ No □ N/A
	truction and equipment installation contracts exceeding \$2,000 contain or will contain the
à.	Davis-Bacon and Related Acts (29 CFR part 5)
	Copeland "Anti-Klokback" Act (29 CFR parts 3 and 5) beamer a beautiful and a second se
11. All const	truction and equipment installation contracts exceeding \$3,000 contain or will contain a provision that discourages distracted driving (E.O. 13513).
⊠ Ye	s □ No □ N/A
12. All contr	acts 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:
· þ;	Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1:8;
A Service Control	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).
□ v _~	o DNo DNA

ကည်း Michigagis and Subcontracts According နိုင်ငံပွဲတယ် Michael အများမှာ မေးရှိ မေးရ
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 veridor violate or breach the terms and conditions of the contract (2 CFR \$200, Appendix II); and
All Contracts - Applicable standards and requirements is sued under Section 306 of the Clean Air Act (33 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387 and Executive Order 11738).
⊠'Yes ,⊡'Nổ, ⊡'NÁ
Attach documentation clarifying any above item marked with No response.
Sponsor's Certification
certify, for the project identified herein, responses to the forgoing literis are accurate as marked and additional documentation for any item marked inc. is correct and complete.
Executed on this 5th day of May
Name of Sponsor, City of Manchester
Name of Sponsor's Authorized Official: Theodore Kitchens, A'A'Exc
Title of Sponsor's Authorized Official: Airport Director
Signature of Sponsor's Authorized Official: Theodore Kachers
The state of the s
declare under penalty of perjury that the foregoing is true and correct! Juriderstand that knowingly and willfully providing false information to the federal government is a violation of 18 USC S 1001 (False Statements) and could subject me to fines, imprisonment or both:
The second of th



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

Updated: 1/31/2022

View current and previous versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.

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

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

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

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

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

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

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/31/2022

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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