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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Aeronautics
August 25, 2020

INFORMATIONAL ITEM

1. Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to accept and expend a grant in the amount of \$27,831.00 awarded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and administered via the Federal Aviation Administration (FAA), to cover 10% of the FAA, Airport Improvement Program (AIP) project at the Lebanon Municipal Airport.

Funds are to be budgeted in account 04-096-096-964010-2021, Department of Transportation, Federal Local Projects as follows:

	Current Budget FY2021	Requested Change	Revised Budget FY2021
04-096-096-964010-2021			
Federal Local Projects			
Expenses:			
018 500106 Overtime	\$10,000	\$0	\$10,000
060 500601 Benefits	\$1,958	0	\$1,958
072 509073 Grants Federal	\$15,735,878	\$27,831	\$15,763,709
Total	\$15,747,836	\$27,831	\$15,775,667
Source of Funds			
Revenue:			
000 404218 Federal Funds	\$15,747,836	\$27,831	\$15,775,667
Total	\$15,747,836	\$27,831	\$15,775,667

2. Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to award a grant to the City of Lebanon (Vendor Code 177422), AIP-62, to rehabilitate the airport access road and reconstruct a vehicle parking lot at the Lebanon Municipal Airport. Federal participation in the amount of \$278,313.00 is effective through July 15, 2024. 100% Federal Funds.

Funding is available as follows:	<u>FY 2021</u>
04-96-96-960030-7537 FAA Projects 034-500161 New Construction	\$250,482.00
04-96-96-964010-2021 FAA CARES Act Funding 072-509073 Grants Federal	<u>\$ 27,831.00</u>
Total	\$278,313.00

A portion of the funds, 90% of the cost for this airport development project, was budgeted in the Capital Budget, HB25 2015, 220:1 XVI-A1. The remaining 10% share needed to cover the State and Local match for this project is being covered by the funds from the CARES Act, therefore, this request is being processed as one item for approval.

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$278,313.00 (copy attached), which represents 90% of the funding from the Federal AIP program and 10% from the Federal CARES Act. The funding for AIP-62 will fund the rehabilitation of the airport access road (approximately 950 LF) and the reconstruction of a vehicle parking lot (non-revenue generating vehicle parking lot; approximately 9,500 SY) at the Lebanon Municipal Airport. This project is funded by 100% Federal funds for the AIP-eligible portion of the project.

This project will mill and overlay the existing airport access road and the vehicle parking lot. Existing underground utilities will not be addressed as part of this project, with the exception of manhole lids, catch basin grates, and gate valve covers that will be adjusted to meet finished grade as needed. The pavement in these areas of the airport are over 20 years old and beyond their useful life.

The airport sponsor will provide the additional funding necessary to rehabilitate the leased (revenue-generating) portion of the south vehicle parking lot adjacent to the airport access road. This leased area of pavement is not eligible under the AIP program. It was determined that paving both the access road and the entire vehicle parking lot would result in a better paved surface with fewer joints between the two sections of pavement.

The project area and cost breakdown of eligible and in-eligible work is as follows:

Construction – AIP eligible	125,260 SF	\$278,313.00
Construction- Non-AIP eligible	<u>18,920 SF</u>	<u>\$ 43,810.85</u>
Total Project Area & Costs	144,180 SF	\$322,123.85

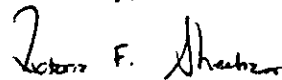
The airport placed this development project out to bid and Blacktop, Inc. was the low bid at \$322,123.85 (bid tabulation attached). There are no engineering or sponsor administration costs in this project.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Lebanon in accordance with RSA 422:15. The City of Lebanon will pay \$43,810.85 to construct the non-eligible portion of this project. The total cost of this airport improvement project is \$322,123.85.

The Governor approved this FAA CARES Act accept and expend on August 25, 2020 (attached).

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

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/tls
Attachments



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

August 11, 2020
Bureau of Aeronautics

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Transportation to accept and expend a grant in the amount of \$27,831.00 awarded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and administered via the Federal Aviation Administration (FAA), to cover 10% of the FAA, Airport Improvement Program (AIP) project at the Lebanon Municipal Airport.

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2. Authorize the Department of Transportation to award a grant City of Lebanon (Vendor Code 177422), AIP-62, to rehabilitate the airport access road and reconstruct a vehicle parking lot at the Lebanon Municipal Airport. Federal participation in the amount of \$278,313.00 is effective upon Governor approval through July 15, 2024. 100% Federal Funds.

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This project will mill and overlay the existing airport access road and the vehicle parking lot. Existing underground utilities will not be addressed as part of this project, with the exception of manhole lids, catch basin grates, and gate valve covers that will be adjusted to meet finished grade as needed. The pavement in these areas of the airport are over 20 years old and beyond their useful life.

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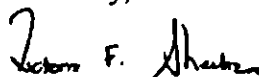
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The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Lebanon in accordance with RSA 422:15. The City of Lebanon will pay \$43,810.85 to construct the non-eligible portion of this project. The total cost of this airport improvement project is \$322,123.85.

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

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

Sincerely,



Victoria F. Sheehan
Commissioner

I hereby approve both requests pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., 5., requirement.

Aug. 25, 2020
Date

Christopher T. Sununu
Name: Governor Christopher T. Sununu

VFS/tisl
Attachments

Lebanon Municipal Airport
 Lebanon, New Hampshire
 AIP #3-33-0010-LA-2020
 Reconstruct Access Road and Parking Lots

Bid Tabulation

Bid Opening: March 27, 2020 at 1400 local time

ITEM	UNIT	Unit Bid Price Description	Estimate Quantity	Cost	City's Estimate	GMO Asphalt Paving Specialists	Blacktop, Inc
410.22	S.Y.	Aphalt Emulsion for Tack Coat and Sweep Pavement Surface	16020	Unit Price		\$0.35	\$0.50
				Extended Total	\$0.00	\$5,607.00	\$8,010.00
417.182	S.Y.	Cold Planing Bituminous Pavement	16020	Unit Price		\$4.00	\$3.55
				Extended Total	\$0.00	\$64,080.00	\$56,871.00
411.1	Ton	Hot Bituminous Pavement - Leveling Course 1.75"	1599	Unit Price		\$90.00	\$75.29
				Extended Total	\$0.00	\$143,910.00	\$120,388.71
403.11	Ton	Hot Bituminous Pavement - Wearing Course 1.25"	1142	Unit Price		\$90.00	\$81.47
				Extended Total	\$0.00	\$102,780.00	\$93,038.74
632.0104	L.F.	Retroreflective Pain Pavement Marking - Solid Yellow 4"	8190	Unit Price		\$0.50	\$1.10
				Extended Total	\$0.00	\$4,095.00	\$8,009.00
632.0104	L.F.	Retroreflective Pain Pavement Marking - Solid White 4"	1184	Unit Price		\$0.50	\$1.10
				Extended Total	\$0.00	\$592.00	\$1,302.40
632.0112	L.F.	Retroreflective Pain Pavement Marking - Solid White Stop Bars 12"	100	Unit Price		\$5.00	\$4.40
				Extended Total	\$0.00	\$500.00	\$440.00
632.02	L.F.	Retroreflective Pain Pavement Marking - White Symbol Crosswalk	270	Unit Price		\$5.00	\$1.10
				Extended Total	\$0.00	\$1,350.00	\$297.00
632.02	Each	Retroreflective Pain Pavement Marking - White Symbol Turn Arrow	2	Unit Price		\$285.00	\$38.50
				Extended Total	\$0.00	\$570.00	\$77.00
632.02	Each	Retroreflective Pain Pavement Marking - Blue Symbol "Handicapped Parking"	8	Unit Price		\$285.00	\$55.00
				Extended Total	\$0.00	\$2,280.00	\$440.00
618.7	Hour	Flaggers	240	Unit Price		\$45.00	\$52.50
				Extended Total	\$0.00	\$10,800.00	\$12,600.00
619.1	Each	Maintenance of Traffic	1	Unit Price		\$12,000.00	\$1,500.00
				Extended Total	\$0.00	\$12,000.00	\$1,500.00
604.51	Unit	Adjusting Sewer or Drainage (Lowering or Raising) Manholes	2	Unit Price		\$600.00	\$1,050.00
				Extended Total	\$0.00	\$1,200.00	\$2,100.00
604.4	UNR	Adjusting (Lowering or Raising) Catch Basins	9	Unit Price		\$600.00	\$1,050.00
				Extended Total	\$0.00	\$5,400.00	\$9,450.00
611.9	Unit	Adjusting Sewer or Drainage (Lowering or Raising) Manholes	1	Unit Price		\$250.00	\$825.00
				Extended Total	\$0.00	\$250.00	\$825.00
692	Unit	Mobilization and Site Cleanup	1	Unit Price		\$22,000.00	\$5,775.00
				Extended Total	\$0.00	\$22,000.00	\$5,775.00
TOTAL					\$390,000.00	\$377,414.00	\$322,123.85

Lebanon Municipal Airport
 Lebanon, New Hampshire
 AIP #3-33-0010-xxx-2020
 Reconstruct Access Road and Parking Lots

Cost Shares - Terminal Loop Road and Parking Lots

Item	Quantities		
	AIP Eligible	Non-AIP Eligible	Total
Flagging / Maintenance of Traffic Based on total road length	81.52%	18.48%	100.00%
Pavement% based on total square yards	86.88%	13.12%	100.00%
Cold Planing	13918.18	2101.82	16020
Tack Coat	13918.18	2101.82	16020
Leveling Course	1389.21	209.79	1599
Wearing Course	992.17	149.83	1142
Yellow 4"	7309.00	881.00	8190
White 4"	1184.00		1184
Stop Bars	100.00		100
Crosswalk	270.00		270
Turn Arrow	1.00	1.00	2
Handicapped Parking	8.00		8
Flagger	195.65	44.35	240
Maintenance of Traffic	0.82	0.18	1
Adjust Manholes	2.00		2
Adjust Catchbasins	7.00	2.00	9
Adjust Gate Valve Box		1.00	1
Mobilization	0.87	0.13	1

Low Bid (Blacktop, Inc.)		Total Cost					
Unit Cost	Total Cost	Federal	State	Local-AIP Eligible	Local-non-AIP Eligible	Total Local	Total
\$0.50	\$8,010.00	\$6,263.18	\$347.95	\$347.95	\$1,050.91	\$1,398.87	\$8,010.00
\$3.55	\$56,871.00	\$44,468.57	\$2,470.48	\$2,470.48	\$7,931.55	\$9,931.95	\$56,871.00
\$75.29	\$120,388.71	\$94,134.34	\$5,229.69	\$5,229.69	\$15,795.00	\$21,024.68	\$120,388.71
\$81.47	\$93,038.74	\$72,748.85	\$4,041.60	\$4,041.60	\$12,206.68	\$16,248.29	\$93,038.74
\$1.10	\$9,009.00	\$7,235.91	\$402.00	\$402.00	\$959.10	\$1,371.10	\$9,009.00
\$1.10	\$1,302.40	\$1,172.16	\$65.12	\$65.12	\$0.00	\$65.12	\$1,302.40
\$4.40	\$440.00	\$396.00	\$22.00	\$22.00	\$0.00	\$22.00	\$440.00
\$1.10	\$297.00	\$267.30	\$14.85	\$14.85	\$0.00	\$14.85	\$297.00
\$38.50	\$77.00	\$34.65	\$1.93	\$1.93	\$48.50	\$40.43	\$77.00
\$55.00	\$440.00	\$396.00	\$22.00	\$22.00	\$0.00	\$22.00	\$440.00
\$52.50	\$12,600.00	\$9,244.37	\$513.58	\$513.58	\$2,326.45	\$2,842.06	\$12,600.00
\$1,500.00	\$1,500.00	\$1,100.52	\$61.14	\$61.14	\$277.30	\$338.34	\$1,500.00
\$1,050.00	\$2,100.00	\$1,890.00	\$105.00	\$105.00	\$0.00	\$105.00	\$2,100.00
\$1,050.00	\$9,450.00	\$6,615.00	\$367.50	\$367.50	\$2,190.00	\$2,467.50	\$9,450.00
\$825.00	\$825.00	\$0.00	\$0.00	\$0.00	\$825.00	\$825.00	\$825.00
\$5,775.00	\$5,775.00	\$4,515.59	\$250.87	\$250.87	\$757.68	\$1,008.55	\$5,775.00
TOTALS	\$322,123.85	\$250,482.44	\$13,915.69	\$13,915.69	\$43,810.03	\$57,725.72	\$322,123.85

\$278,313.82	Total AIP Eligible	FAA (AIP 90%) = \$250,482.00 + FAA (CARES Act Group 1 10%) = \$27,831.00 for a total of \$278,313.00
\$43,810.03	Total Non-AIP Eligible	
\$322,123.85	Total Project Costs	

Note: City must pick up \$43,810.03
 \$0.82 = \$43,810.85



U.S. Department
of Transportation
Federal Aviation
Administration

GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date July 16, 2020 _____

Airport/Planning Area Lebanon Municipal Airport

Grant Number 3-33-0010-062-2020

Unique Entity Identifier 170369318

TO: City of Lebanon, 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 April 23, 2020, for a grant of Federal funds for a project at or associated with the Lebanon Municipal Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Access Road (approx. 950 FT) and Reconstruct Parking Lot (non-revenue generating parking lot; approx. 9,500 SY),

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and 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 Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$278,313.

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;
\$278,313 airport development or noise program implementation; and,
\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

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

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three

months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before August 17, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun

provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

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

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

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for 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/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 13, 2009, is incorporated herein by reference and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

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

- ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. **Submission of Complaint** — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **2018 FAA Reauthorization**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

25. **State Highway Specifications**. The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this grant agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 USC § 47114(d)(5)(A).
26. **Plans and Specifications Approval Based Upon Certification**. The FAA and the Sponsor agree that the FAA 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 standards or to notify the FAA of any limitations to competition within the project;

- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
27. Non-AIP Work In Application. The Sponsor understands and agrees that:
- A. The Project Application includes the planning and/or construction of a rental car parking lot that is not being funded with any Federal funding in this project;
 - B. Although the Sponsor has estimated a total project cost of \$322,124, the total allowable cost for purposes of determining federal participation equals \$278,313;
 - C. It must maintain separate accounting of cost records for the AIP and non-AIP work;
 - D. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and,
 - E. All non-AIP work is the sole responsibility of the Sponsor.
28. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the City of Lebanon, New Hampshire, as principal, and the New Hampshire Aeronautics Commission, as agent, created by an Agreement of Agency dated June 5, 1979, which is incorporated herein by reference, and the sponsor agrees that said Agency Agreement will not be amended, modified, or terminated without the prior written approval of FAA.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Julie Seltsam-Wilps

Julie Seltsam-Wilps (Jul 16, 2020 07:06 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Division

(Title of FAA Official)

Part II - Acceptance

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

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

Dated July 16, 2020.

City of Lebanon, NH

(Name of Sponsor)

Shaun Mulholland

Shaun Mulholland (Jul 16, 2020 07:42 EDT)

(Signature of Sponsor's Authorized Official)

By: Shaun Mulholland

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Adele M. Fulton, acting as Attorney for the Sponsor do hereby certify:

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

Dated at July 16, 2020

By: Adele M. Fulton
Adele M. Fulton (Jul 16, 2020 15:23 EDT)

(Signature of Sponsor's Attorney)