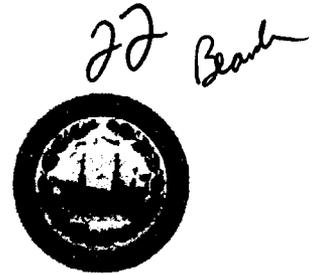




**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER**

**JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER**

August 14, 2014  
Bureau of Aeronautics

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Transportation to award a grant to the Nashua Airport Authority (Vendor 154441) for SBG-12-14-2014 to install an airport perimeter and wildlife fence (Phase II) at Boire Field, Nashua, NH. State and Federal participation in the amount of \$453,400.90 is effective upon Governor and Council approval through July 31, 2018. 94.74% Federal Funds, 5.26% General Funds

Funding is available as follows:

FY 2015

04-96-96-960030-7976

FAA Projects

034-500157 Land Improvements

\$ 453,400.90

**EXPLANATION**

Three Federal Aviation Administration (FAA) State Block Grants have been awarded, from which \$429,537.70 (or 90% of the project cost) is proposed for this airport development project (SBG-12-14-2014 copy attached) to install an airport perimeter and wildlife fence (Phase II) at Boire Field, Nashua, NH. Funds are allocated for this project from the following three grants:

|                   |                |
|-------------------|----------------|
| 3-33-SBGP-16-2012 | \$1,960,512.00 |
| 3-33-SBGP-18-2013 | \$4,102,793.00 |
| 3-33-SBGP-20-2014 | \$3,122,029.00 |

The airport is required to maintain a safe aircraft operating area (AOA) for the users of the airport. This grant will provide the necessary funding to construct fencing and gates to keep unauthorized vehicles and pedestrians out of the AOA. Wildlife continues to be a safety hazard at airports throughout the country and in Nashua as evidenced by their on-going Wildlife Hazard Assessment. The construction of the fence will also prevent wildlife from traversing the airport's runway and taxiways, therefore increasing the level of safety at the airport for the users.

Phase I of this project, totaling \$312,735.89 was passed by Governor and Council on August 5, 2014 (Item # 25). All engineering fees for this project will be funded in this grant offer (SBG-12-12-2014).

The cost breakdown for this requested project (Phase II) is as follows:

|  |                      |
|--|----------------------|
| Sponsor Administration (Phase II)        | \$ 3,486.15          |
| Construction Fences Unlimited (Phase II) | <u>\$ 473,777.96</u> |
| Total                                    | \$ 477,264.11        |

For informational purposes only, the cost breakdown for the previously approved grant (Phase I) for this project is as follows:

|   |                      |
|---|----------------------|
| Sponsor Administration (Phase I)        | \$ 2,000.00          |
| Engineering Design (Phase I)            | \$ 101,300.00        |
| Construction Fences Unlimited (Phase I) | \$ 95,835.89         |
| Project Resident Inspection (Phase I)   | <u>\$ 113,600.00</u> |
| Total                                   | \$ 312,735.89        |

Phase I of this project is funded from FAA grants that provided funding at 95% of the project cost. Phase II of this project is funded from an FAA grant that provides federal funding at 90% of the project cost. Due to FAA requirements, the Department is unable to combine the two phases into one contract with different federal shares. The project was phased to account for the different percentages in federal funding. The total funding for Phase I and Phase II of this project is \$790,000.00. This request is requesting approval for Phase II only.

The Department of Transportation proposes to accept the Federal Funds for this project as a pass through to the Nashua Airport Authority in accordance with RSA 422:15. State participation in the amount of \$23,863.20 (5% of this project) is also requested. The Nashua Airport Authority will participate in the amount of \$23,863.21 (5% of this project). The total cost for this project request is \$477,264.11.

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

In the event that the Federal Funds become 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, 2013 195:1 XVI-A.1 Capital Budget.

Sincerely,



Christopher D. Clement  
Commissioner



Bid Canvas

**INSTALL AIRPORT PERIMETER AND WILDLIFE FENCE (APPROXIMATELY 15,000 LF)**

Boire Field - Nashua Municipal Airport, Nashua, New Hampshire  
 NHDOT No. SBG-12-12-2014

April 18, 2014

Prepared By: \_\_\_\_\_ IR  
 Checked By: \_\_\_\_\_ EWS

| Base Bid (BB) |  |      | Engineers Estimate of Cost (EEOC) |             |              | Fences Unlimited |              |             | G.B. Haasle Fence |             |              | Premier Fence |              |  |
|---------------|--|------|-----------------------------------|-------------|--------------|------------------|--------------|-------------|-------------------|-------------|--------------|---------------|--------------|--|
| ITEM #        | DESCRIPTION OF ITEM                                    | UNIT | QUANTITY                          | UNIT PRICE  | TOTAL        | UNIT PRICE       | TOTAL        | UNIT PRICE  | TOTAL             | UNIT PRICE  | TOTAL        | UNIT PRICE    | TOTAL        |  |
| M-001-1       | Record Drawings and Final Survey                       | LS   | 1                                 | \$5,000.00  | \$5,000.00   | \$1,300.00       | \$1,300.00   | \$1,000.00  | \$1,000.00        | \$1,000.00  | \$1,000.00   | \$1,000.00    | \$1,000.00   |  |
| P-151-1       | Cleaning and Grubbing                                  | AC   | 4.50                              | \$7,000.00  | \$31,500.00  | \$18,370.22      | \$82,665.99  | \$10,000.00 | \$45,000.00       | \$10,000.00 | \$45,000.00  | \$10,000.00   | \$45,000.00  |  |
| P-151-2       | Selective Wetland Clearing                             | AC   | 0.50                              | \$10,000.00 | \$5,000.00   | \$24,948.00      | \$12,474.00  | \$5,000.00  | \$5,000.00        | \$5,000.00  | \$5,000.00   | \$5,000.00    | \$5,000.00   |  |
| P-156-1       | Site Fence   | LF   | 750                               | \$4.00      | \$3,000.00   | \$4.50           | \$3,375.00   | \$2.00      | \$1,500.00        | \$2.00      | \$1,500.00   | \$2.00        | \$1,500.00   |  |
| P-156-2       | Straw Bales  | EA   | 20                                | \$9.00      | \$180.00     | \$9.00           | \$180.00     | \$9.00      | \$180.00          | \$9.00      | \$180.00     | \$9.00        | \$180.00     |  |
| P-156-3       | Ryegrass Seed  | LB   | 100                               | \$10.00     | \$1,000.00   | \$2.00           | \$200.00     | \$10.00     | \$1,000.00        | \$10.00     | \$1,000.00   | \$10.00       | \$1,000.00   |  |
| F-162-1       | Remove Existing Fence and Gate                         | LF   | 7,000                             | \$10.00     | \$70,000.00  | \$2.51           | \$17,570.00  | \$3.00      | \$21,000.00       | \$3.00      | \$21,000.00  | \$3.00        | \$21,000.00  |  |
| F-162-2       | 8' Galvanized Chain Link Fence with Barbed Wire        | LF   | 500                               | \$25.00     | \$12,500.00  | \$20.99          | \$10,495.00  | \$28.00     | \$14,000.00       | \$50.50     | \$25,250.00  | \$50.50       | \$25,250.00  |  |
| F-162-3       | 8' PVC Coated Chain Link Fence with no Barbed Wire     | LF   | 5,850                             | \$27.00     | \$158,250.00 | \$22.99          | \$132,883.50 | \$32.00     | \$189,600.00      | \$43.90     | \$256,815.00 | \$43.90       | \$256,815.00 |  |
| F-162-4       | 8' PVC Coated Chain Link Fence with Barbed Wire        | LF   | 850                               | \$24.00     | \$20,400.00  | \$21.50          | \$18,275.00  | \$33.50     | \$28,475.00       | \$53.90     | \$45,615.00  | \$53.90       | \$45,615.00  |  |
| F-162-5       | New 24' Electric Slide Gate with Access Control System | EA   | 1                                 | \$35,000.00 | \$35,000.00  | \$28,973.00      | \$28,973.00  | \$41,866.00 | \$41,866.00       | \$25,000.00 | \$25,000.00  | \$25,000.00   | \$25,000.00  |  |
| F-162-6       | New 24' Electric Slide Gate with New Gate Operator     | EA   | 4                                 | \$25,000.00 | \$100,000.00 | \$10,943.00      | \$43,772.00  | \$34,895.00 | \$139,780.00      | \$23,000.00 | \$92,000.00  | \$23,000.00   | \$92,000.00  |  |
| F-162-7       | 20' Double Swing Gate with Barbed Wire                 | EA   | 3                                 | \$4,000.00  | \$12,000.00  | \$1,150.00       | \$3,450.00   | \$9,000.00  | \$9,000.00        | \$9,000.00  | \$9,000.00   | \$9,000.00    | \$9,000.00   |  |
| F-162-8       | 24' Double Swing Gate with Barbed Wire                 | EA   | 2                                 | \$5,000.00  | \$10,000.00  | \$1,350.00       | \$2,700.00   | \$3,200.00  | \$6,400.00        | \$2,500.00  | \$5,000.00   | \$2,500.00    | \$5,000.00   |  |
| F-162-9       | Pedestrian Gate  | EA   | 6                                 | \$2,000.00  | \$12,000.00  | \$2,150.00       | \$12,900.00  | \$2,000.00  | \$12,000.00       | \$2,500.00  | \$15,000.00  | \$2,500.00    | \$15,000.00  |  |
| F-162-10      | Aircraft Operation Area Sign                           | EA   | 20                                | \$150.00    | \$3,000.00   | \$70.50          | \$1,410.00   | \$65.00     | \$1,300.00        | \$100.00    | \$2,000.00   | \$100.00      | \$2,000.00   |  |
| F-162-11      | No Trespassing Sign                                    | EA   | 21                                | \$150.00    | \$3,150.00   | \$80.62          | \$1,673.02   | \$50.00     | \$1,050.00        | \$100.00    | \$2,100.00   | \$100.00      | \$2,100.00   |  |
| F-162-12      | Gate Number Sign                                       | EA   | 21                                | \$150.00    | \$3,150.00   | \$73.50          | \$1,543.50   | \$65.00     | \$1,365.00        | \$80.00     | \$1,680.00   | \$80.00       | \$1,680.00   |  |
| F-162-13      | Construction Fence                                     | LF   | 1,000                             | \$9.00      | \$9,000.00   | \$1.29           | \$1,290.00   | \$4.00      | \$4,000.00        | \$6.00      | \$6,000.00   | \$6.00        | \$6,000.00   |  |
| F-162-14      | 18' Slide Gate   | EA   | 1                                 | \$5,000.00  | \$5,000.00   | \$3,785.00       | \$3,785.00   | \$9,750.00  | \$9,750.00        | \$9,000.00  | \$9,000.00   | \$9,000.00    | \$9,000.00   |  |
|               |  |      | TOTAL                             |             | \$497,660.00 |                  | \$373,335.01 |             | \$559,644.00      |             | \$584,400.00 |               | \$584,400.00 |  |

\* Denotes Unit Price difference between Base Bid and Alternate Work Item A  
 Unit Price adjusted to lower Unit Price

| Alternate Work Item A (AWA) |  |      | Engineers Estimate of Cost (EEOC) |            |              | Fences Unlimited |              |            | G.B. Haasle Fence |            |              | Premier Fence |              |  |
|-----------------------------|--|------|-----------------------------------|------------|--------------|------------------|--------------|------------|-------------------|------------|--------------|---------------|--------------|--|
| ITEM #                      | DESCRIPTION OF ITEM                                | UNIT | QUANTITY                          | UNIT PRICE | TOTAL        | UNIT PRICE       | TOTAL        | UNIT PRICE | TOTAL             | UNIT PRICE | TOTAL        | UNIT PRICE    | TOTAL        |  |
| P-156-2                     | Straw Bales  | EA   | 20                                | \$9.00     | \$180.00     | \$9.00           | \$180.00     | \$9.00     | \$180.00          | \$9.00     | \$180.00     | \$9.00        | \$180.00     |  |
| P-156-3                     | Ryegrass Seed                                      | LB   | 200                               | \$10.00    | \$2,000.00   | \$2.00           | \$400.00     | \$10.00    | \$2,000.00        | \$10.00    | \$2,000.00   | \$10.00       | \$2,000.00   |  |
| F-162-1                     | Remove Existing Fence and Gate                     | LF   | 8,000                             | \$10.00    | \$80,000.00  | \$2.51           | \$20,080.00  | \$3.00     | \$24,000.00       | \$3.00     | \$24,000.00  | \$3.00        | \$24,000.00  |  |
| F-162-2                     | 8' Galvanized Chain Link Fence with Barbed Wire    | LF   | 8,000                             | \$25.00    | \$200,000.00 | \$20.99          | \$167,920.00 | \$28.00    | \$224,000.00      | \$50.50    | \$404,000.00 | \$50.50       | \$404,000.00 |  |
| F-162-3                     | 8' PVC Coated Chain Link Fence with no Barbed Wire | EA   | 2                                 | \$5,000.00 | \$10,000.00  | \$1,350.00       | \$2,700.00   | \$3,200.00 | \$6,400.00        | \$2,500.00 | \$5,000.00   | \$2,500.00    | \$5,000.00   |  |
| F-162-4                     | 24' Double Swing Gate with Barbed Wire             | EA   | 7                                 | \$1,500.00 | \$10,500.00  | \$70.50          | \$493.50     | \$65.00    | \$455.00          | \$100.00   | \$700.00     | \$100.00      | \$700.00     |  |
| F-162-11                    | No Trespassing Sign                                | EA   | 8                                 | \$150.00   | \$1,200.00   | \$50.62          | \$405.00     | \$50.00    | \$400.00          | \$80.00    | \$640.00     | \$80.00       | \$640.00     |  |
| F-162-12                    | Gate Number Sign                                   | EA   | 8                                 | \$150.00   | \$1,200.00   | \$73.50          | \$588.00     | \$65.00    | \$520.00          | \$100.00   | \$800.00     | \$100.00      | \$800.00     |  |
| F-162-13                    | Construction Fence                                 | LF   | 1,000                             | \$9.00     | \$9,000.00   | \$1.29           | \$1,290.00   | \$4.00     | \$4,000.00        | \$6.00     | \$6,000.00   | \$6.00        | \$6,000.00   |  |
|                             |  |      | TOTAL                             |            | \$204,160.00 |                  | \$194,278.64 |            | \$281,563.00      |            | \$449,400.00 |               | \$449,400.00 |  |

\* Denotes Unit Price difference between Base Bid and Alternate Work Item A  
 Unit Price adjusted to lower Unit Price

| Engineers Estimate of Cost (EEOC) |  |      | Fences Unlimited |            |              |
|-----------------------------------|--|------|------------------|------------|--------------|
| ITEM #                            | DESCRIPTION OF ITEM                    | UNIT | QUANTITY         | UNIT PRICE | TOTAL        |
|                                   | Total Base Bid + Alternate Work Item A |      |                  |            | \$669,613.85 |
|                                   | Phase I Grant Funding                  |      |                  |            | \$35,835.89  |
|                                   | Phase II Grant Funding                 |      |                  |            | \$473,777.96 |

**Grant #1 (SBG-12-12-2014) - Grant Summary**

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)  
 Boire Field - Nashua Municipal Airport  
 City of Nashua, New Hampshire  
 NHDOT Nos. SBG-12-12-2014  
 April 21, 2014 Revised June 23, 2014

| <b>I. Engineering Basic Fees (Gale Associates, Inc.)</b>          |   |   |                     |
|---|---|---|---------------------|
| <b>Article</b>  | <b>Description</b>  | <b>Billing Type</b>   | <b>Total</b>        |
| A.  | Collection of Data  |   |                     |
| I.  | Field Survey and Measurement                              | LS  | <i>Not Used</i>     |
| II.   | Soils Investigation                                       | LS  | <i>Not Used</i>     |
| B.  | Design, Permitting and Reprographics                      |   |                     |
| I.  | 95% and Final Design                                      | LS  | \$46,100            |
| II.   | Permitting  | LS  | \$16,100            |
| III.  | Reprographics   | LS  | \$5,400             |
| C.  | Arrangements for Prequalification to Bidding              | LS  | \$12,300            |
| D.  | Grant Administration                                      | LS  | \$21,400            |
| E.  | Construction Administration                               | AC+15%  | \$36,200            |
| F.  | Technical Observation of Construction                     |   |                     |
| I.  | Resident Engineering                                      | AC+15%  | \$53,100            |
| II.   | Permit Compliance, Environmental Monitoring and Reporting | AC+15%/AC+10%   | \$17,000            |
| III.  | Material Testing  | AC+15%/AC+10%   | \$7,300             |
| <i>All Engineering Fees included in Grant #1 (SBG-12-12-2014)</i> |   |   |                     |
|   |   | <b>Total Engineering Fee (Grant #1)</b>   | <b>\$214,900.00</b> |
|   |   | FAA Form 5100-100 - Line 4 "Architectural engineering basic fees"<br>(Articles A, B, C & D) | \$101,300.00        |
|   |   | FAA Form 5100-100 - Line 6 "Project inspection fees"<br>(Articles E & F)                    | \$113,600.00        |
| <b>II. Construction and Project Improvement</b>                   |   |   |                     |
|   |   | Contractor's Bid Amount (Base Bid)  | \$375,335.01        |
|   |   | Transfer of funds to SBG-12-14-2014   | (\$279,499.12)      |
|   |   | <b>Total Construction Amount (Grant #1)</b><br>(FAA Grant Application - Line 11)            | <b>\$95,835.89</b>  |
| <b>III. Administration Expense</b>                                |   |   |                     |
|   |   | Sponsor's Expenses (Grant #1)<br>(FAA Grant Application - Line 1)                           | <b>\$2,000.00</b>   |
| <b>IV. Total Project Cost</b>                                     |   |   |                     |
|   |   | <b>Total Grant #1 Cost</b>  | <b>\$312,735.89</b> |
| <b>Grant #1 (SBG-12-12-2014)</b>                                  |   |   |                     |
|   |   | <b>Grant #1 Total</b>   | <b>\$312,735.89</b> |
|   |   | FAA Share (95%)   | \$297,099.09        |
|   |   | NHDOT Share (2.5%)  | \$7,818.40          |
|   |   | Local Share (2.5%)  | \$7,818.40          |

**Grant #2 (SBG-12-14-2014) - Grant Summary**

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)  
 Bolre Field - Nashua Municipal Airport  
 City of Nashua, New Hampshire  
 NHDOT Nos. SBG-12-12-2014  
 April 21, 2014 Revised June 23, 2014

| <b>I. Engineering Basic Fees (Gale Associates, Inc.)</b>                                    |   |                     |                 |
|---|---|---------------------|-----------------|
| <b>Article</b>  | <b>Description</b>  | <b>Billing Type</b> | <b>Total</b>    |
| A.  | Collection of Data  |                     |                 |
| I.  | Field Survey and Measurement                              | LS                  | <i>Not Used</i> |
| II.   | Soils Investigation                                       | LS                  | <i>Not Used</i> |
| B.  | Design, Permitting and Reprographics                      |                     |                 |
| I.  | 95% and Final Design                                      | LS                  | \$0             |
| II.   | Permitting  | LS                  | \$0             |
| III.  | Reprographics   | LS                  | \$0             |
| C.  | Arrangements for Prequalification to Bidding              | LS                  | \$0             |
| D.  | Grant Administration                                      | LS                  | \$0             |
| E.  | Construction Administration                               | AC+15%              | \$0             |
| F.  | Technical Observation of Construction                     |                     |                 |
| I.  | Resident Engineering                                      | AC+15%              | \$0             |
| II.   | Permit Compliance, Environmental Monitoring and Reporting | AC+15%/AC+10%       | \$0             |
| III.  | Material Testing  | AC+15%/AC+10%       | \$0             |
| <i>All Engineering Fees included in Grant #1 (SBG-12-12-2014)</i>                           |   |                     |                 |
| Total Engineering Fee (Grant #2)  |   |                     | \$0.00          |
| FAA Form 5100-100 - Line 4 "Architectural engineering basic fees"<br>(Articles A, B, C & D) |   |                     | \$0.00          |
| FAA Form 5100-100 - Line 6 "Project inspection fees"<br>(Articles E & F)                    |   |                     | \$0.00          |
| <b>II. Construction and Project Improvement</b>   |   |                     |                 |
| Contractor's Bid Amount (Alt. Work Item A)  |   |                     | \$194,278.84    |
| Transfer of funds from SBG-12-12-2014   |   |                     | \$279,499.12    |
| Total Construction Amount (Grant #2)<br>(FAA Grant Application - Line 11)                   |   |                     | \$473,777.96    |
| <b>III. Administration Expense</b>  |   |                     |                 |
| Sponsor's Expenses (Grant #2)<br>(FAA Grant Application - Line 1)                           |   |                     | \$3,486.15      |
| <b>IV. Total Project Cost</b>   |   |                     |                 |
| Total Grant #2 Cost   |   |                     | \$477,264.11    |
| <b>Grant #2 (SBG-12-14-2014)</b>  |   |                     |                 |
| Grant #2 Total  |   |                     | \$477,264.11    |
| FAA Share (90%)   |   |                     | \$429,537.70    |
| NHDOT Share (5%)  |   |                     | \$23,863.20     |
| Local Share (5%)  |   |                     | \$23,863.21     |





U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT**  
**Part 1 - Offer**

---

Date of Offer: May 29, 2012

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-016-2012

DUNS No.: 80-859-1697

TO: State of New Hampshire  
(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 30, 2012,  
for a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein  
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2012),

all as more particularly shown in the project application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

The Offer is made on and subject to the following terms and conditions:

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,960,512.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

|                |  |
|----------------|--|
| \$00.00        | for planning   |
| \$1,960,512.00 | for airport development or noise program implementation. |

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall 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 June 29, 2012, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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 shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Buy American Requirement: Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. It is mutually understood and agreed that 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 \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. **Trafficking Persons:**

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

13. It is understood and agreed that all sub-grants issued under this block grant agreement will be in accordance with the federal participation rate of up to 90%.

14. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

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 Title 49 U.S.C., 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 be effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

Brick Kelly  
Title: ~~Manager~~, Airports Division,  
ACTING New England Region

**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.

Executed this 31<sup>st</sup> day of May, 2012.  
State of New Hampshire

(SEAL)

By Michael P. Kelly  
Title: Deputy Commissioner

Attest:

Title

J. Thomas Manseau  
Administrator

J. Thomas Manseau  
J. THOMAS MANSEAU, Notary Public  
My Commission Expires November 17, 2015

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Stephen G. LaBoute, 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 Concord, NH this 15<sup>th</sup> day of June, 2012.

Stephen G. LaBoute  
Signature of Sponsor's Attorney



U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT**  
**Part 1 - Offer**

---

Date of Offer: July 17, 2013

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-018-2013

DUNS No.: 80-859-1697

TO: State of New Hampshire  
(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 23, 2013,  
for a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein  
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2013),

all as more particularly shown in the project application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

The Offer is made on and subject to the following terms and conditions:

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,102,793.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

|                |  |
|----------------|--|
| \$00.00        | for planning   |
| \$4,102,793.00 | for airport development or noise program implementation. |

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall 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 19, 2013**, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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 shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Buy American Requirement: Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System

(DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. It is mutually understood and agreed that 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 \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. In accordance with Section 47108(b) of the Act, 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;
- c. may be increased by not more than 15 percent for land projects.

13. **ELECTRONIC GRANT PAYMENT(S)**: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

**a. Grant Recipient Requirements.**

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

**b. System User Access.**

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:  
DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

**c. Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001,  
DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management  
will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy  
invoices directly to:

DOT/FAA  
PO Box 25082  
AMZ-110  
Oklahoma City, OK 73125

14. Trafficking Persons:

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

1. You as the recipient, your employees, subrecipients under this award, and  
subrecipients' employees may not-

- i. Engage in severe forms of trafficking in persons during the period of time  
that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in  
effect; or
- iii. Use forced labor in the performance of the award or subawards under the  
award.

2. We as the Federal awarding agency may unilaterally terminate this award, without  
penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award  
term; or
- ii. Has an employee who is determined by the agency official authorized to  
terminate the award to have violated a prohibition in paragraph a.1 of this award term  
through conduct that is either- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or the  
subrecipient using the standards and due process for imputing the conduct of an individual  
to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on  
Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at  
49 CFR Part 29.

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

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this  
award term; or

2. Has an employee who is determined by the agency official authorized to terminate  
the award to have violated an applicable prohibition in paragraph a.1 of this award term  
through conduct that is either--

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing  
the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB  
Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as  
implemented by our agency at 49 CFR Part 29.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source  
alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this  
section:

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

3. You must include the requirements of paragraph a.1 of this award term in any  
subaward you make to a private entity.

15. It is understood and agreed that all sub-grants issued under this block grant agreement will be in accordance with the federal participation rate of up to 90%.

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 Title 49 U.S.C., 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 be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

*Bryant Rell*

Title: Manager, Airports Division,  
*ACTING* New England Region

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.

Executed this 18th day of July, 2013.

State of New Hampshire

*Patrick C. Herlihy*

Signature of Sponsor's Designated Official Representative

*Patrick C. Herlihy*

Typed Name of Sponsor's Designated Official Representative

*Director*

Typed Title of Sponsor's Designated Official Representative

(SEAL)

Attest:

*J. Thomas Manseau*

J. THOMAS MANSEAU, Notary Public

Title: My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Brian Buonamano, 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 Concord NH this 24 day of July, 2013

*Brian Buonamano*

Signature of Sponsor's Attorney





U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AVIATION BLOCK GRANT PROGRAM  
GRANT AGREEMENT  
PART I – OFFER**

---

|                    |                    |
|--------------------|--------------------|
| Date of Offer      | <b>JUN 30 2014</b> |
| Block Grant Number | N/A                |
| AIP Grant Number   | 3-33-SBGP-020-2014 |
| DUNS Number        | 80-859-1697        |

---

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

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

**WHEREAS**, the State has submitted a Block Grant Application dated May 1, 2014, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

**WHEREAS**, the FAA has entered into a Block Grant Memorandum of Agreement with the State of New Hampshire for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

**NOW THEREFORE**, in consideration of the State's ratification of the Block Grant Application and the Grant Assurances dated April 3, 2014, acceptance of this Offer as hereinafter provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES** to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$3,122,029. Of this amount a minimum of \$3,122,029 must be expended for projects at airports as prescribed in the conditions.

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

#### CONDITIONS

1. **Grant Amendments.** Future grant amendments may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act.
2. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and complete the project without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before **August 6, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
8. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
9. **Required Federal Provisions.** The State agrees that all subgrants will include the required federal provisions contract provisions.
10. **Nonprimary Entitlement Funds.**  
\$2,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.  
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

- BML, Berlin Regional, Berlin, NH, NP2014, \$150,000
- CNH, Claremont Municipal, Claremont, NH, NP2014, \$150,000
- CON, Concord Municipal, Concord, NH, NP2014, \$150,000
- 5B9, Dean Memorial, Haverhill, NH, NP2014, \$150,000
- EEN, Dillant-Hopkins, Keene, NH, NP2014, \$150,000
- LCI, Laconia Municipal, Laconia, NH, NP2014, \$150,000
- ASH, Boire Field, Nashua, NH, NP2014, \$150,000
- PSM, Portsmouth International at Pease, Portsmouth, NH, NP2014, \$1,000,000
- DAW, Skyhaven, Rochester, NH, NP2014, \$150,000
- HIE, Mount Washington Regional, Whitefield, NH, NP2014, \$150,000

Specific project funding breakdown is listed in the State’s application (“Table 2 Revised – Project Funding Breakdown”).

**11. State Apportionment Funds.**

\$772,029 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

**19. TRAFFICKING IN PERSONS.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity, including private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

**12. Ban on Texting When Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on

- behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The State must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.
13. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
14. **Suspension or Debarment.** The State must inform the FAA when the State suspends or debars a contractor, person, or entity.
15. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. The System for Award Management (SAM) incorporated the Central Contractor Registration (CCR): SAM is the official United States Government system into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Requirement for System for Award Management (SAM): Unless the State or the subgrant recipient (subrecipient) of these Block Grant funds is exempted from this requirement under 2 CFR 25.110, the State or subrecipient must maintain the currency of its information in the SAM until the State or subrecipient submits the final financial report required under this grant, subgrant, or receives the final payment, whichever is later. This requires that the State or subrecipient 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.
  - C. Requirement for Data Universal Numbering System (DUNS) Numbers:
    1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
    2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
16. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
17. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.
    1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
    2. The State must report each subgrant to <http://www.fsrs.gov>.
    3. The State must report the subgrant information no later than the end of the month following

the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)

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

**B. State Reporting Total Compensation of State Executives.**

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
  - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
  - b. in the preceding fiscal year, the State received—
    - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
    - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
    - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The State must report its executive total compensation:
  - a. As part of the State's registration profile at <http://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

**C. State Reporting of Subrecipient Executive Total Compensation.**

1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
  - a. in the subrecipient's preceding fiscal year, the subrecipient received—
    - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
    - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
    - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
  - a. To the State.

- b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

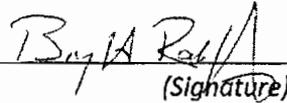
If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- 1. Subgrants, and
  - 2. The total compensation of the five most highly compensated executives of any subrecipient.
20. **Exhibit A Incorporated by Reference.** The State has provided a list dated April 30, 2014 of all Exhibit "A" Property Maps for airports participating in the State Block Grant Program and is incorporated herein by reference.

---

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

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
(Signature)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division, New England Region

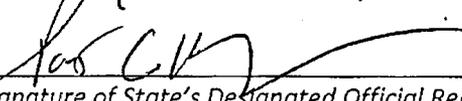
(Title)

PART II – ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 2nd day of July, 2014.

  
(Signature of State's Designated Official Representative)

By: Patrick C. Herlihy  
(Typed Name of State's Designated Official Representative)

Title: DIRECTOR OF AERONAUTICS, RAIL AND TRANSIT  
(Typed Title of State's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Brian V. Buonanno, acting as Attorney for the State do hereby certify:  
(Typed Name of State's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative 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 11:31 a.m. this 11th day of July, 2014.

By   
(Signature of State's Attorney)

<sup>1</sup>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.





New Hampshire Department  
of Transportation  
Bureau of Aeronautics

**GRANT AGREEMENT**

**PART I – OFFER**

---

|                       |                |
|-----------------------|----------------|
| Date of Offer         | August 4, 2014 |
| Airport/Planning Area | Boire Field    |
| AIP Grant Number      | SBG 12-14-2014 |
| DUNS Number           | 16-605-5731    |

**TO:** Nashua Airport Authority, City of Nashua, New Hampshire  
(herein called the “Sponsor”)

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

**WHEREAS**, the Sponsor has submitted to the State a Project Application dated April 24, 2014, for a grant of Federal and State funds for a project at or associated with the Boire Field, which as approved by the State, is hereby included as part of this Grant Agreement; and

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

Install Airport Perimeter and Wildlife Fence (approx. 15,000 LF) – Phase II

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 April 3, 2014, and the Sponsor’s acceptance of this Offer, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

## CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is \$453,400.90.  
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
  - \$0.00 for planning
  - \$453,400.90 for airport development or noise program implementation
  - \$0.00 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable under the Act.
3. **Determining the Final Federal and State Share of Costs.** The United States' and State's 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' and State's 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 and State share of costs.
4. **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 United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 4, 2014**, or such subsequent date as may be prescribed in writing by the State.
7. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State shares of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
8. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State shall be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be

deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

**9. 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. Requirement for Data Universal Numbering System (DUNS) Numbers
  - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

**11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and the State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The State can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the State determines that a change in the grant description is advantageous and in the best interests of the United States and the State, the State can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the State has changed the grant amount or grant description to the amount or description in the letter.

**12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.

**13. 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.

**14. Buy American.** Unless otherwise approved in advance by the State, 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.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States and the State, 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;
  - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the State.
17. **Suspension or Debarment.** The Sponsor must inform the State when the Sponsor suspends or debar a contractor, person, or entity.
18. **Ban on Texting When Driving.**
  - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
  - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
    3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the State to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the State determines has violated the Prohibitions through conduct that is either—
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Included with Grant Application.** The Exhibit “A” updated June 6, 2012, submitted with the project application is made a part of this grant agreement.
21. **Availability of Funds.** Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.
22. **Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.
23. **Assignment of Interest.** The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.
24. **Entire Agreement.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.
25. **Insurances.** The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:
- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
  - B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

26. **Public Meeting.** By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.
27. **Wildlife Fence:** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
28. **Environmental Permits.** The Sponsor shall not proceed with any construction activities until all environmental permits have been issued and copies of same provided to the State.

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 State 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 and the New Hampshire Governor and Council's acceptance of this Offer.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



(Signature)

Patrick C. Herlihy

(Typed Name)

Director, Division of Aeronautics, Rail & Transit

(Title)

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

Dated: 8/27/14

By: 

Assistant Attorney General

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

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Secretary of State

(Title)

**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.<sup>1</sup>

Executed this 5th day of August, 2014.

Nashua Airport Authority  
(Name of Sponsor)

  
(Signature of Sponsor's Designated Official Representative)

By: Dennis H. Stephens  
(Typed Name of Sponsor's Designated Official Representative)

Title: Vice Chairman (Acting Chairman)  
(Title of Sponsor)

STEPHEN J. FRASER CERTIFICATE OF SPONSOR'S ATTORNEY  
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 N.H.. 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 Nashua, NH this 7<sup>th</sup> day of August, 2014.

By   
(Signature of Sponsor's Attorney)

<sup>1</sup> 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 VOTE**

I, Stephen R. Bourque, C.M., do hereby certify that I am the Airport Manager of the Nashua Airport Authority, City of Nashua, in the state of New Hampshire, county of Hillsborough, in the United States of America.

I do further certify that Dennis H. Stephens, is the Vice Chairman of the Nashua Airport Authority and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for and on behalf of the Nashua Airport Authority any contracts with the State of New Hampshire. This authority was given during an official meeting of the Board of Directors of the Nashua Airport Authority of the city of Nashua on the following date: January 19, 2011.

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

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the Nashua Airport Authority on this 5<sup>th</sup> day of August, 2014.

Stephen R. Bourque  
Signature

SEAL

Airport Manager  
Title of Signatory

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Hillsborough upon this date 8/5/2014, appeared before me Susan M. Clancy, the abovesigned officer personally appeared Stephen R. Bourque, C.M., who acknowledged himself to be the Airport Manager of the Nashua Airport Authority, City of Nashua, New Hampshire, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Nashua Airport Authority, City of Nashua, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Susan M. Clancy  
Signature  
**SUSAN M. CLANCY, Notary Public**  
My Commission Expires October 26, 2016

SEAL

\_\_\_\_\_  
Name of Notary of Justice of the Peace

\_\_\_\_\_  
Date of Expiration of Commission



## CERTIFICATE OF INSURANCE

This is to certify to  
(Certificate Holder):

**The State of New Hampshire  
Department of Transportation  
John O. Morton Building  
7 Hazen Drive, Post Office Box 483  
Concord, NH 03302-0483**

The following policy(ies)  
Have been issued to:

**City of Nashua & Nashua Airport Authority  
93 Perimeter Road  
Nashua, NH 03063**

**AIRPORT OWNERS AND OPERATORS POLICY INFORMATION:**

AIRPORT POLICY NO: PR 002096 13      POLICY PERIOD: FROM: May 1, 2014      TO: May 1, 2015  
THIS COVERAGE IS EFFECTIVE 12:01 A.M. May 1, 2014  
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

**LIABILITY COVERAGES:**

**LIMITS OF LIABILITY**

|   |              |             |              |                  |
|---|--------------|-------------|--------------|------------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability | \$ XXXX      | Each Person | \$ 5,000,000 | Each Occurrence* |
| <input checked="" type="checkbox"/> Personal Injury Liability       | \$ XXXX      | Each Person | \$ 5,000,000 | Each Occurrence* |
| <input checked="" type="checkbox"/> Medical Malpractice Liability   | \$ XXXX      | Each Person | \$ 5,000,000 | Each Loss*       |
| <input checked="" type="checkbox"/> Hangar Keepers Liability        | \$ 1,000,000 | Each Person | \$ 1,000,000 | Each Occurrence* |
| <input checked="" type="checkbox"/> Fire Legal Liability            | \$ XXXX      | Each Person | \$ 50,000    | Each Loss*       |
| <input checked="" type="checkbox"/> Premises Medical Payments       | \$ 1,000     | Each Person | \$ 5,000     | Each Accident*   |
| <input checked="" type="checkbox"/> Host Liquor Liability           | \$ XXXX      | Each Person | \$ 5,000,000 | Each Occurrence* |

**LOCATION(S):**

Boire Field Airport, Nashua, NH

**THIS CERTIFICATE HOLDER IS:**

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value.
- Included as an Additional Insured, but only with respect to liability arising out of your "Airport Operations".
- Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

**OTHER COVERAGES / CONDITIONS / REMARKS:**

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

**Phoenix Aviation Representative:**

Agency Name: NationAir Insurance Agencies  
Agency Phone: 800-356-7075

*Paul L Howard*

Date: June 6, 2014



GALEASS-01

CMURRAY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2014

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

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

|   |   |                                      |
|---|---|--------------------------------------|
| PRODUCER<br><b>Ames &amp; Gough</b><br>859 Willard Street<br>Suite 320<br>Quincy, MA 02169          | CONTACT NAME:                               |                                      |
|   | PHONE (A/C, No, Ext): <b>(617) 328-6555</b> | FAX (A/C, No): <b>(617) 328-6888</b> |
| E-MAIL ADDRESS:   |   |                                      |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                               |
| INSURER A : <b>Lexington Insurance Company</b>  |   | <b>19437</b>                         |
| INSURED<br><br><b>Gale Associates, Inc. - NH</b><br>15 Constitution Drive<br>Bedford, NH 03110-6042 | INSURER B :                                 |                                      |
|   | INSURER C :                                 |                                      |
|   | INSURER D :                                 |                                      |
|   | INSURER E :                                 |                                      |
|   | INSURER F :                                 |                                      |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD                                    | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                       |
|----------|--|---|------------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b>   |   |                  |                         |                         | EACH OCCURRENCE \$                           |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |   |                  |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |   |                  |                         |                         | MED EXP (Any one person) \$                  |
|          |  |   |                  |                         |                         | PERSONAL & ADV INJURY \$                     |
|          |  |   |                  |                         |                         | GENERAL AGGREGATE \$                         |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |                  |                         |                         | PRODUCTS - COMP/OP AGG \$                    |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |                  |                         |                         | \$   |
|          | <b>AUTOMOBILE LIABILITY</b>  |   |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$       |
|          | <input type="checkbox"/> ANY AUTO  |   |                  |                         |                         | BODILY INJURY (Per person) \$                |
|          | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> SCHEDULED AUTOS              |                  |                         |                         | BODILY INJURY (Per accident) \$              |
|          | <input type="checkbox"/> HIRED AUTOS   | <input type="checkbox"/> NON-OWNED AUTOS              |                  |                         |                         | PROPERTY DAMAGE (PER ACCIDENT) \$            |
|          |  |   |                  |                         |                         | \$   |
|          | <input type="checkbox"/> UMBRELLA LIAB   | <input type="checkbox"/> OCCUR                        |                  |                         |                         | EACH OCCURRENCE \$                           |
|          | <input type="checkbox"/> EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE                  |                  |                         |                         | AGGREGATE \$                                 |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                             |   |                  |                         |                         | \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |   |                  |                         |                         | WC STATU-TORY LIMITS   OTH-ER                |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A              |                         |                         | E.L. EACH ACCIDENT \$                        |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |   |                  |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                |
|          |  |   |                  |                         |                         | E.L. DISEASE - POLICY LIMIT \$               |
| <b>A</b> | <b>Prof. Liability</b>   |   | <b>023462736</b> | <b>10/23/2013</b>       | <b>10/23/2014</b>       | <b>Per Claim Limit 2,000,000</b>             |
| <b>A</b> |  |   | <b>023462736</b> | <b>10/23/2013</b>       | <b>10/23/2014</b>       | <b>Aggregate Limit 4,000,000</b>             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Install Airport Perimeter and Wildlife Fence, NHDOT SBG-12-12-2014 &amp; NHDOT SBG-12-14-2014

A 10 day notice of cancellation will be issued in accordance with policy terms and conditions

**CERTIFICATE HOLDER****CANCELLATION**

NHDOT/Bureau of Aeronautics  
Ms. Carol L. Niewola, PE, CM  
Senior Aviation Planner  
7 Hazen Drive, P.O. Box 483  
Concord, NH 03302-0483

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ENDORSEMENT # 018

This endorsement, effective 12:01 AM 08/11/2014

Forms a part of policy no.: 023462736

Issued to: GALE ASSOCIATES, INC.

By: LEXINGTON INSURANCE COMPANY

---

**10 DAYS NOTICE OF CANCELLATION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that in the event of cancellation of this policy by the Company, Policy Condition G. Cancellation is amended to include ten (10) days written notice (except ten (10) days for Non-Payment of premium) to the following:

City of Nashua  
Nashua Airport Authority  
93 Perimeter Road  
Nashua, NH 03063



---

Authorized Representative OR  
Countersignature (In states where applicable)

ENDORSEMENT # 019

This endorsement, effective 12:01 AM 08/11/2014

Forms a part of policy no.: 023462736

Issued to: GALE ASSOCIATES, INC.

By: LEXINGTON INSURANCE COMPANY

---

**10 DAYS NOTICE OF CANCELLATION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that in the event of cancellation of this policy by the Company, Policy Condition G. Cancellation is amended to include ten (10) days written notice (except ten (10) days for Non-Payment of premium) to the following:

NHDOT/Bureau of Aeronautics  
Ms. Carol L. Niewola, PE, CM  
Senior Aviation Planner  
7 Hazen Drive,  
P.O. Box 483  
Concord, NH 03302-0483



---

Authorized Representative OR  
Countersignature (In states where applicable)

**Application for Federal Assistance SF-424**

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| <b>1. Type of Submission</b><br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Application  |  | <b>* 2. Type of Application</b><br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Continuation<br><input type="checkbox"/> Revision |  | <b>* If Revision, select appropriate letter(s):</b><br>- Select One -<br><b>RECEIVED</b><br>APR 25 2014<br>* Other (Specify) |  |
| <b>* 3. Date Received:</b><br>04/24/2014  |  | <b>4. Application Identifier:</b><br>Boire Field - Nashua Municipal Airport  |  | NH AERONAUTICS   |  |
| <b>5a. Federal Entity Identifier:</b><br>N/A  |  |  | <b>* 5b. Federal Award Identifier:</b><br>N/A                                |  |  |
| <b>State Use Only:</b>  |  |  |  |  |  |
| <b>6. Date Received by State:</b>   |  |  | <b>7. State Application Identifier:</b> NHDOT No. SBG-12-14-2014 <i>Reck</i> |  |  |
| <b>8. APPLICANT INFORMATION:</b>  |  |  |  |  |  |
| <b>* a. Legal Name:</b> Nashua Airport Authority, City of Nashua  |  |  |  |  |  |
| <b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b><br>02-0268661  |  |  | <b>*c. Organizational DUNS:</b><br>16-605-5731                               |  |  |
| <b>d. Address:</b>  |  |  |  |  |  |
| <b>* Street1:</b> 93 Perimeter Road<br><b>Street 2:</b><br><b>* City:</b> Nashua<br><b>County:</b> Hillsborough<br><b>* State:</b> New Hampshire<br>Province:<br><b>Country:</b> USA <span style="float: right;"><b>*Zip/ Postal Code:</b> 03063</span> |  |  |  |  |  |
| <b>e. Organizational Unit:</b>  |  |  |  |  |  |
| <b>Department Name:</b><br>City of Nashua, NH   |  |  | <b>Division Name:</b><br>Nashua Airport Authority                            |  |  |
| <b>f. Name and contact information of person to be contacted on matters involving this application:</b>   |  |  |  |  |  |
| <b>Prefix:</b> Mr.  |  | <b>First Name:</b> Stephen   |  |  |  |
| <b>Middle Name:</b> R.  |  |  |  |  |  |
| <b>* Last Name:</b> Bourque   |  |  |  |  |  |
| <b>Suffix:</b> C.M.   |  |  |  |  |  |
| <b>Title:</b> Airport Manager   |  |  |  |  |  |
| <b>Organizational Affiliation:</b>  |  |  |  |  |  |
| <b>* Telephone Number:</b> (603) 882-0661   |  |  | <b>Fax Number:</b> (603) 881-5415  |  |  |
| <b>* Email:</b> s.bourque@nashuaairport.com   |  |  |  |  |  |

**Application for Federal Assistance SF-424**

9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

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

City of Nashua, Hillsborough County, New Hampshire

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

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: 2nd \*b. Program/Project: 2nd

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

**17. Proposed Project:**

\*a. Start Date: 09/15/2013 \*b. End Date: 11/30/2014

**18. Estimated Funding (\$):**

|                    |              | PHASE I         | PHASE II             |
|--------------------|--------------|-----------------|----------------------|
| *a. Federal        | 726,626.80 ✓ | \$ 297,099.09   | \$ 429,537.70 ✓ RLCM |
| *b. Applicant      | 31,686.60 ✓  | \$ 7,818.40     | \$ 23,863.21 ✓       |
| *c. State          | 31,686.60 ✓  | \$ 7,818.40     | \$ 23,863.20 ✓       |
| *d. Local          |              |                 |                      |
| *e. Other          |              |                 |                      |
| *f. Program Income |              |                 |                      |
| *g. TOTAL          | 790,000.00 ✓ | \$ 312,735.89 ✓ | \$ 477,264.11 ✓ RLCM |

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on 04/24/2014
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

Yes  No

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

\*\* I AGREE

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

**Authorized Representative:**

Prefix: Mr. \*First Name: Stephen

Middle Name: R.

\*Last Name: Bourque

Suffix: C.M.

\*Title: Airport Manager

\*Telephone Number: (603) 882-0661

Fax Number: (603) 881-5415

\* Email: s.bourque@nashuaairport.com

\*Signature of Authorized Representative:



\*Date Signed: 04/24/2014

**Application for Federal Assistance SF-424**

Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

## PART II PROJECT APPROVAL INFORMATION SECTION A

|   |   |
|---|---|
| <p>Item 1.<br/>Does this assistance request require State, local, regional, or other priority rating?</p>               | <p>Name of Governing Body NHDOT/Bureau of Aeronautics<br/>Priority</p>  |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |   |
| <p>Item 2.<br/>Does this assistance request require State, local advisory, educational or health clearances?</p>        | <p>Name of Agency or Board<br/>(Attach Documentation)</p>   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |
| <p>Item 3.<br/>Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p>      | <p>(Attach Comments)<br/>E.O. 12372 process</p>   |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |   |
| <p>Item 4.<br/>Does this assistance request require State, local, regional, or other planning approval?</p>             | <p>Name of Approving Agency<br/>Date / /</p>  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |
| <p>Item 5.<br/>Is the proposed project covered by an approved comprehensive plan?</p>                                   | <p>Check One:    State <input checked="" type="checkbox"/><br/>                  Local <input type="checkbox"/><br/>                  Regional <input type="checkbox"/><br/>Location of plan    NHDOT / Bureau of Aeronautics</p> |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |   |
| <p>Item 6.<br/>Will the assistance requested serve a Federal installation?</p>  | <p>Name of Federal Installation<br/>Federal Population benefiting from Project</p>  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |
| <p>Item 7.<br/>Will the assistance requested be on Federal land or installation?</p>                                    | <p>Name of Federal Installation<br/>Location of Federal Land<br/>Percent of Project</p>   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |
| <p>Item 8.<br/>Will the assistance requested have an impact or effect on the environment?</p>                           | <p>See instructions for additional information to be provided.<br/>FONSI issued 4/14/2009</p>   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |
| <p>Item 9.<br/>Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> | <p>Number of:<br/>Individuals<br/>Families<br/>Businesses<br/>Farms</p>   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |
| <p>Item 10.<br/>Is there other related Federal assistance on this project previous, pending, or anticipated?</p>        | <p>See instructions for additional information to be provided.</p>  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

The Airport has reviewed compatible land use as an impact category in the recently completed Environmental Assessment and has found no incompatible land use impacts in the vicinity of the Airport

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

None

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

None

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

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

6. **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. YES

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. YES

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

**PART II – SECTION C (CONTINUED)**

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

None

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

The Airport owns fee title to all of the land within the project area.

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

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

N/A

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

N/A

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

**PART III – BUDGET INFORMATION – CONSTRUCTION****SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No. 20-106
2. Functional or Other Breakout

**SECTION B - CALCULATION OF FEDERAL GRANT**

| COST CLASSIFICATION                                      | Use only for revisions |                     | Total Amount Required |
|--|------------------------|---------------------|-----------------------|
|  | Latest Approved amount | Adjustment + or (-) |                       |
| 1. Administration expense                                | \$                     | \$                  | \$ 5,486.15           |
| 2. Preliminary expense                                   |                        |                     |                       |
| 3. Land, structures, right-of-way                        |                        |                     | 101,300.00            |
| 4. Architectural engineering basic fees                  |                        |                     |                       |
| 5. Other architectural engineering fees                  |                        |                     | 113,600.00            |
| 6. Project inspection fees                               |                        |                     |                       |
| 7. Land development                                      |                        |                     |                       |
| 8. Relocation expenses                                   |                        |                     |                       |
| 9. Relocation payments to individuals and businesses     |                        |                     |                       |
| 10. Demolition and removal                               |                        |                     |                       |
| 11. Construction and project improvement                 |                        |                     | 569,613.85            |
| 12. Equipment  |                        |                     |                       |
| 13. Miscellaneous  |                        |                     |                       |
| 14. Total (Lines 1 through 13)                           |                        |                     | 790,000.00            |
| 15. Estimated Income (if applicable)                     |                        |                     |                       |
| 16. Net Project Amount (Line 14 minus 15)                |                        |                     |                       |
| 17. Less: Ineligible Exclusions                          |                        |                     |                       |
| 18. Add: Contingencies                                   |                        |                     |                       |
| 19. Total Project Amt. (Excluding Rehabilitation Grants) |                        |                     | 790,000.00            |
| 20. Federal Share requested of Line 19                   |                        |                     | 726,626.80            |
| 21. Add Rehabilitation Grants Requested (100 percent)    |                        |                     |                       |
| 22. Total Federal grant requested (Lines 20 & 21)        |                        |                     | 726,626.80            |
| 23. Grantee share  |                        |                     | 31,686.60             |
| 24. Other shares   |                        |                     | 31,680.60             |
| 25. Total project (Lines 22, 23, & 24)                   | \$                     | \$                  | \$790,000.00          |

**SECTION C - EXCLUSIONS**

| 26. Classification | Ineligible for Participation<br>(1) | Excluded from Contingency Provision<br>(2) |
|--------------------|-------------------------------------|--|
| a.                 | \$                                  | \$   |
| b.                 |                                     |  |
| c.                 |                                     |  |
| d.                 |                                     |  |
| e.                 |                                     |  |
| f.                 |                                     |  |
| g. Totals          | \$                                  | \$   |

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

|                                  |              |
|----------------------------------|--------------|
| 27. Grantee Share                | \$ 31,686.60 |
| a. Securities                    |              |
| b. Mortgages                     |              |
| c. Appropriations (By Applicant) | 31,686.60    |
| d. Bonds                         |              |
| e. Tax Levies                    |              |
| f. Non Cash                      |              |
| g. Other (Explain)               |              |
| h. Total – Grantee Share         | 31,686.60    |
| 28. Other Shares                 |              |
| a. State                         | 31,686.60    |
| b. Other                         |              |
| c. Total Other Shares            | 31,686.60    |
| 29. TOTAL                        | \$ 63,373.20 |

**SECTION E - REMARKS**

Blank area for remarks.

**PART IV - PROGRAM NARRATIVE** (ATTACH – SEE INSTRUCTIONS)

**PART IV**  
**PROGRAM NARRATIVE**

*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

|  |
|--|
| <b>PROJECT:</b> Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)   |
| <b>AIRPORT:</b> Boire Field - Nashua Municipal Airport   |
| <b>1. Objective:</b><br>See attached Part IV   |
| <b>2. Benefits Anticipated:</b><br>See attached Part IV  |
| <b>3. Approach:</b> <i>(See approved Scope of Work in final Application)</i><br>See attached Part IV   |
| <b>4. Geographic Location:</b><br>Boire Field - Nashua Municipal Airport<br>City of Nashua, New Hampshire<br>Hillsborough County<br>USA  |
| <b>5. If Applicable, Provide Additional Information:</b>   |
| <b>6. Sponsor's Representative:</b> <i>(incl. address &amp; tel. no.)</i><br>Mr. Stephen R. Bourque, C.M., Airport Manager<br>93 Perimeter Road<br>Nashua, NH 03063<br>(603) 882-0661<br>s.bourque@nashuaairport.com |

## PART IV – PROGRAM NARRATIVE

### Application for New Hampshire Airport Block Grant Program

### Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)

NHDOT No. SBG-12-12-2014

Nashua Municipal Airport – Boire Field

Nashua, New Hampshire

April 24, 2014

---

1. **Project Purpose:** To install airport perimeter and wildlife fencing and gates in accordance with the FAA recommendations.
2. **Project Benefits:** Installation of the fencing and gates will provide a benefit to public safety. The fencing will prevent inadvertent access into the Airport from both humans and wildlife. The fencing and gates will provide a safe environment for aircrafts to operate on the Airport.
3. **Project Approach:** The major tasks under this project will include:
  - Design and permitting services
  - Bidding services
  - Project administration services
  - Installation of perimeter and wildlife fencing and gates
  - Engineering Construction Phase Services
    - Construction Administration
    - Resident Engineering
    - Permit Compliance, Environmental Monitoring and Reporting
    - Material Testing
4. **Project Location:** This project is located on Airport property within the City of Nashua, County of Hillsborough, New Hampshire.
5. **Project Environmental Impacts:** An Environmental Assessment (EA) was prepared in accordance with FAA Order 5050.4B. The EA was accepted as a Federal document by FAA on April 14, 2009, and a Finding of No Significant Impact (FONSI) was issued by Mr. Richard Doucette of FAA on April 14, 2009.
6. **Project DBE Statement:** The project specific DBE goal for this project is 7.3%. DBE Goal Calculations were submitted to FAA on July 30, 2010, and supplemental information regarding Goal Methodologies was provided on January 25, 2011.
7. **Project Coordination Efforts:** Airport user coordination for this project has occurred through public Airport Authority meetings and by posting of the attached notice.

**PART IV – PROGRAM NARRATIVE**

**Application for New Hampshire Airport Block Grant Program**

**Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)**

**NHDOT No. SBG-12-12-2014**

**Nashua Municipal Airport – Boire Field**

**Nashua, New Hampshire**

---

By copy of this grant application cover sheet (SF 424), budget summaries, and Part IV Project Narrative, the New Hampshire Office of Energy and Planning has been notified of efforts on April 24, 2014 for this project's E.O. 12372 coordination.

The U.S. Fish and Wildlife Service's website was checked and it has been determined that no additional coordination is required with the U.S. Fish and Wildlife Service for this project.

A Request for Project Review has been sent to the New Hampshire Department of Historical Resources requesting a review to satisfy Section 106 of the Historic Preservation Act. Under NHDOT No. SBG-12-10-2013, the Airport completed the NHDHR Area Form for the entire airport. The Area Form was prepared by AHS, Inc. and filed by the NHDOT Bureau of Aeronautics. On February 24, 2014, NHDHR concurred with the recommendations in the report that the context of the Airport does not constitute an historical property.

Copies of the responses received will be kept on file and incorporated into the project as appropriate.

8. **Project Cost:** The project cost for this project is \$790,000.00. A Grant Application Summary is attached herein.

9. **Project Schedule:** The project schedule is as shown below.

|                             |                |
|-----------------------------|----------------|
| Pre-Design Conference.....  | September 2013 |
| Scope of Work.....          | October 2013   |
| Fee Proposal.....           | October 2013   |
| 95% Design Complete .....   | January 2014   |
| Final Design Complete ..... | March 2014     |
| Advertise for Bids .....    | April 2014     |
| Bid Opening .....           | April 18, 2014 |
| Grant Applications.....     | April 24, 2014 |
| Construction Start .....    | July 2014      |
| Construction Finish .....   | October 2014   |
| Closeout Project .....      | November 2014  |

**NOTICE TO AIRPORT USERS  
BOIRE FIELD - NASHUA MUNICIPAL AIRPORT  
Nashua, New Hampshire  
April 2014**

The Nashua Airport Authority is seeking federal and state assistance to fund a project entitled "Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)". A copy of the Federal Aviation Administration grant application is on file with the Nashua Airport Authority and is available for public review.



---

Stephen R. Bourque, C.M.  
Airport Manager  
Nashua Municipal Airport - Boire Field  
93 Perimeter Road  
Nashua, NH 03063  
phone: (603) 882-0661  
e-mail: [s.bourque@nashuaairport.com](mailto:s.bourque@nashuaairport.com)

**Grant Application Summary**

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)

Boire Field - Nashua Municipal Airport

City of Nashua, New Hampshire

NHDOT Nos. SBG-12-12-2014

April 21, 2014

| <b>I. Engineering Basic Fees (Gale Associates, Inc.)</b>                                    |   |                     |                                      |
|---|---|---------------------|--------------------------------------|
| <b>Article</b>  | <b>Description</b>  | <b>Billing Type</b> | <b>Total</b>                         |
| A.  | Collection of Data  |                     |                                      |
| I.  | Field Survey and Measurement                              | LS                  | <i>Not Used</i>                      |
| II.   | Soils Investigation                                       | LS                  | <i>Not Used</i>                      |
| B.  | Design, Permitting and Reprographics                      |                     |                                      |
| I.  | 95% and Final Design                                      | LS                  | \$46,100                             |
| II.   | Permitting  | LS                  | \$16,100                             |
| III.  | Reprographics   | LS                  | \$5,400                              |
| C.  | Arrangements for Prequalification to Bidding              | LS                  | \$12,300                             |
| D.  | Grant Administration                                      | LS                  | \$21,400                             |
| E.  | Construction Administration                               | AC+15%              | \$36,200                             |
| F.  | Technical Observation of Construction                     |                     |                                      |
| I.  | Resident Engineering                                      | AC+15%              | \$53,100                             |
| II.   | Permit Compliance, Environmental Monitoring and Reporting | AC+15%/AC+10%       | \$17,000                             |
| III.  | Material Testing  | AC+15%/AC+10%       | \$7,300                              |
| <b>Total Engineering Fee (Grant #1)</b>   |   |                     | <b>\$214,900.00</b>                  |
| FAA Form 5100-100 - Line 4 "Architectural engineering basic fees"<br>(Articles A, B, C & D) |   |                     | \$101,300.00                         |
| FAA Form 5100-100 - Line 6 "Project inspection fees"<br>(Articles E & F)                    |   |                     | \$113,600.00                         |
| <b>II. Construction and Project Improvement</b>   |   |                     |                                      |
| Contractor's Bid Amount (Base Bid)  |   |                     | \$375,335.01                         |
| Contractor's Bid Amount (Alt. Work Items A)   |   |                     | \$194,278.84                         |
| <b>Total Construction Amount (Grant #1)</b><br>(FAA Grant Application - Line 11)            |   |                     | <b>\$569,613.85</b>                  |
| <b>III. Administration Expense</b>  |   |                     |                                      |
| Sponsor's Expenses (Grant #1)<br>(FAA Grant Application - Line 1)                           |   |                     | \$5,486.15                           |
| <b>IV. Total Project Cost</b>   |   |                     |                                      |
| <b>Total Project Cost</b>   |   |                     | <b>\$790,000.00</b>                  |
| Recovery Funds from FY-2011   |   |                     | \$312,535.88                         |
| NPE (2012, 2013 & 2014)   |   |                     | \$477,464.12                         |
| <b>Funding Breakdown</b>  |   |                     | <b>Grant #1 (Recovery Funds)</b>     |
| FAA   | \$726,626.80  | 91.98%              | <b>Grant #1 Total</b>                |
| NHDOT   | \$31,686.60   | 4.01%               | Grant #1 Total                       |
| Local   | \$31,686.60   | 4.01%               | FAA Share (95%)                      |
| <b>Total</b>  | <b>\$790,000.00</b>                                       |                     | NHDOT Share (2.5%)                   |
|   |   |                     | Local Share (2.5%)                   |
|   |   |                     | <b>Grant #2 (Remainder of Funds)</b> |
|   |   |                     | Grant #2 Total                       |
|   |   |                     | Grant #2 Total                       |
|   |   |                     | FAA Share (90%)                      |
|   |   |                     | NHDOT Share (5%)                     |
|   |   |                     | Local Share (5%)                     |



INSTALL AIRPORT PERIMETER AND WILDLIFE FENCE (APPROXIMATELY 15,000 LF)

Boire Field - Nashua Municipal Airport, Nashua, New Hampshire  
NHDOT No. SBG-12-12-2014

Prepared By: IR  
Checked By: EWS

April 18, 2014

| Base Bid (BB) |  |      | Engineers Estimate of Cost (EEOC) |             |                     | Fences Unlimited |                     |             | G.B. Hesite Fence   |             |                     | Premier Fence |                     |  |
|---------------|--|------|-----------------------------------|-------------|---------------------|------------------|---------------------|-------------|---------------------|-------------|---------------------|---------------|---------------------|--|
| ITEM #        | DESCRIPTION OF ITEM                                    | UNIT | QUANTITY                          | UNIT PRICE  | TOTAL               | UNIT PRICE       | TOTAL               | UNIT PRICE  | TOTAL               | UNIT PRICE  | TOTAL               | UNIT PRICE    | TOTAL               |  |
| M-001-1       | Record Drawings and Final Survey                       | LS   | 1                                 | \$5,000.00  | \$5,000.00          | \$1,300.00       | \$1,300.00          | \$1,000.00  | \$1,000.00          | \$5,300.00  | \$5,300.00          | \$5,300.00    | \$5,300.00          |  |
| P-151-1       | Cleaning and Grubbing                                  | AC   | 4.50                              | \$7,000.00  | \$31,500.00         | \$18,370.22      | \$82,665.99         | \$18,000.00 | \$81,000.00         | \$10,000.00 | \$45,000.00         | \$10,000.00   | \$45,000.00         |  |
| P-151-2       | Selective Wetland Clearing                             | AC   | 0.50                              | \$10,000.00 | \$5,000.00          | \$24,948.00      | \$12,474.00         | \$10,000.00 | \$5,000.00          | \$50,000.00 | \$25,000.00         | \$50,000.00   | \$25,000.00         |  |
| P-156-1       | Silt Fence   | LF   | 750                               | \$4.00      | \$3,000.00          | \$4.50           | \$3,375.00          | \$2.00      | \$1,500.00          | \$8.00      | \$6,000.00          | \$8.00        | \$6,000.00          |  |
| P-156-2       | Straw Bales  | EA   | 20                                | \$8.00      | \$160.00            | \$30.00          | \$600.00            | \$20.00     | \$400.00            | \$10.00     | \$200.00            | \$10.00       | \$200.00            |  |
| P-156-3       | Ryegrass Seed  | LB   | 100                               | \$10.00     | \$1,000.00          | \$2.00           | \$200.00            | \$10.00     | \$1,000.00          | \$1.00      | \$100.00            | \$1.00        | \$100.00            |  |
| F-162-1       | Remove Existing Fence and Gate                         | LF   | 7,000                             | \$10.00     | \$70,000.00         | \$2.51           | \$17,570.00         | \$3.00      | \$21,000.00         | \$4.00      | \$28,000.00         | \$4.00        | \$28,000.00         |  |
| F-162-2       | 8' Galvanized Chain Link Fence with Barbed Wire        | LF   | 500                               | \$25.00     | \$12,500.00         | \$20.99          | \$10,495.00         | \$28.00     | \$14,000.00         | \$50.50     | \$25,250.00         | \$50.50       | \$25,250.00         |  |
| F-162-3       | 8' PVC Coated Chain Link Fence with no Barbed Wire     | LF   | 5,650                             | \$27.00     | \$152,550.00        | \$22.99          | \$129,893.50        | \$32.00     | \$180,800.00        | \$43.90     | \$248,035.00        | \$43.90       | \$248,035.00        |  |
| F-162-4       | 8' PVC Coated Chain Link Fence with Barbed Wire        | LF   | 850                               | \$29.00     | \$24,650.00         | \$21.50          | \$18,275.00         | \$33.50     | \$28,475.00         | \$53.90     | \$45,815.00         | \$53.90       | \$45,815.00         |  |
| F-162-5       | New 24' Electric Slide Gate with Access Control System | EA   | 1                                 | \$35,000.00 | \$35,000.00         | \$28,973.00      | \$28,973.00         | \$41,866.00 | \$41,866.00         | \$25,000.00 | \$25,000.00         | \$25,000.00   | \$25,000.00         |  |
| F-162-6       | New 24' Electric Slide Gate with New Gate Operator     | EA   | 4                                 | \$25,000.00 | \$100,000.00        | \$10,843.00      | \$43,372.00         | \$24,895.00 | \$99,000.00         | \$25,000.00 | \$100,000.00        | \$25,000.00   | \$100,000.00        |  |
| F-162-7       | 20' Double Swing Gate with Barbed Wire                 | EA   | 3                                 | \$4,000.00  | \$12,000.00         | \$1,150.00       | \$3,450.00          | \$3,200.00  | \$9,600.00          | \$2,500.00  | \$7,500.00          | \$2,500.00    | \$7,500.00          |  |
| F-162-8       | 24' Double Swing Gate with Barbed Wire                 | EA   | 2                                 | \$5,000.00  | \$10,000.00         | \$1,350.00       | \$2,700.00          | \$3,200.00  | \$6,400.00          | \$2,500.00  | \$5,000.00          | \$2,500.00    | \$5,000.00          |  |
| F-162-9       | Pedestrian Gate  | EA   | 6                                 | \$2,000.00  | \$12,000.00         | \$2,150.00       | \$12,900.00         | \$2,000.00  | \$12,000.00         | \$2,500.00  | \$15,000.00         | \$2,500.00    | \$15,000.00         |  |
| F-162-10      | Aircraft Operation Area Sign                           | EA   | 20                                | \$150.00    | \$3,000.00          | \$70.50          | \$1,410.00          | \$65.00     | \$1,300.00          | \$100.00    | \$2,000.00          | \$100.00      | \$2,000.00          |  |
| F-162-11      | No Trespassing Sign                                    | EA   | 21                                | \$150.00    | \$3,150.00          | \$50.62          | \$1,063.02          | \$50.00     | \$1,050.00          | \$100.00    | \$2,100.00          | \$100.00      | \$2,100.00          |  |
| F-162-12      | Gate Number Sign                                       | EA   | 21                                | \$150.00    | \$3,150.00          | \$73.50          | \$1,543.50          | \$63.00     | \$1,323.00          | \$100.00    | \$2,100.00          | \$100.00      | \$2,100.00          |  |
| F-162-13      | Construction Fence                                     | LF   | 1,000                             | \$9.00      | \$9,000.00          | \$1.29           | \$1,290.00          | \$4.00      | \$4,000.00          | \$6.00      | \$6,000.00          | \$6.00        | \$6,000.00          |  |
| F-162-14      | 16' Slide Gate   | EA   | 1                                 | \$5,000.00  | \$5,000.00          | \$3,785.00       | \$3,785.00          | \$9,750.00  | \$9,750.00          | \$9,000.00  | \$9,000.00          | \$9,000.00    | \$9,000.00          |  |
|               | <b>TOTAL</b>   |      |                                   |             | <b>\$497,660.00</b> |                  | <b>\$375,395.01</b> |             | <b>\$559,644.00</b> |             | <b>\$584,400.00</b> |               | <b>\$584,400.00</b> |  |

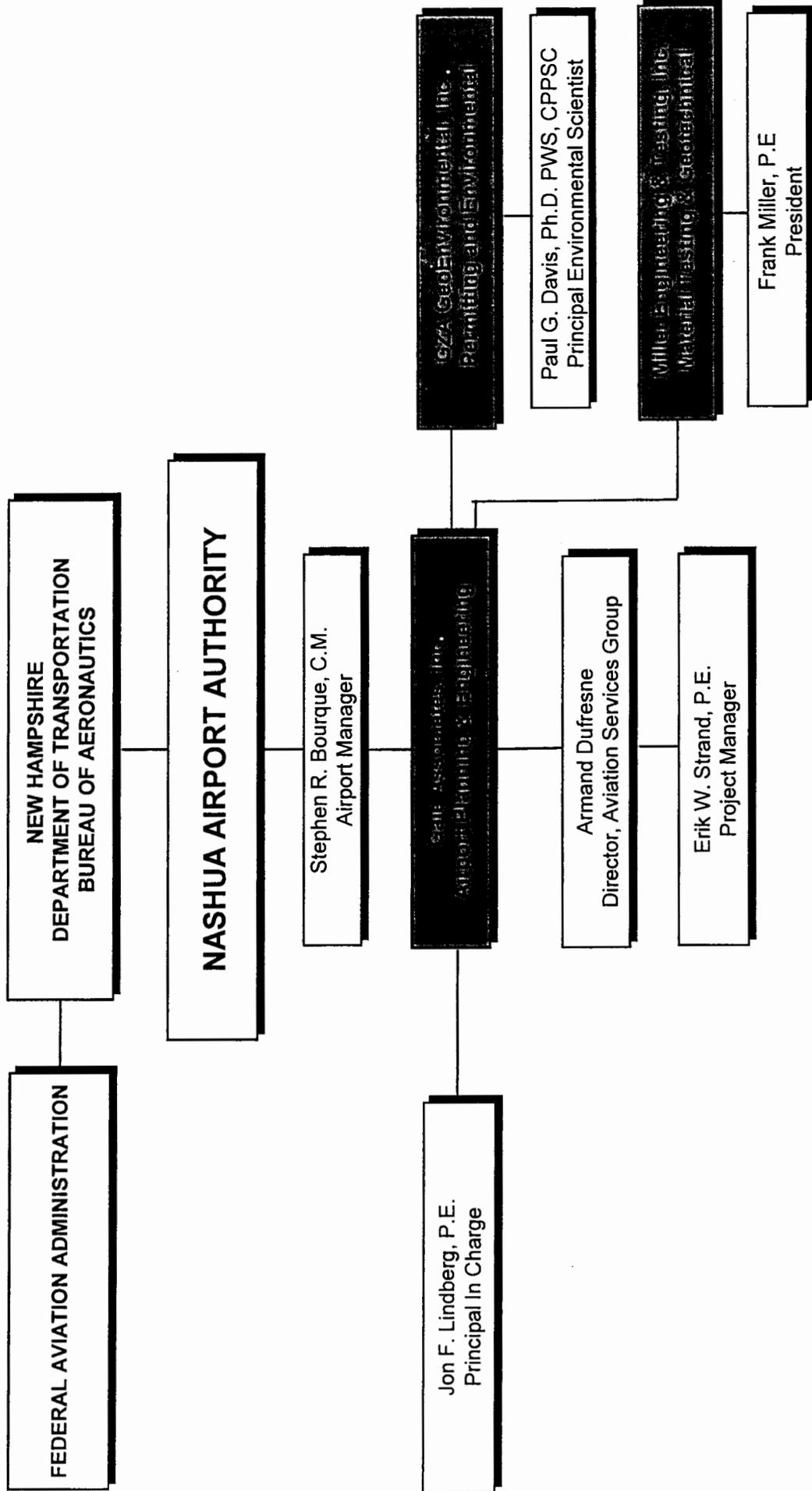
\* Denotes Unit Price difference between Base Bid and Alternate Work Item A  
Unit Price adjusted to lower Unit Price

| Alternate Work Item A (AWI-A) |   |      | Engineers Estimate of Cost (EEOC) |            |                     | Fences Unlimited |                     |            | G.B. Hesite Fence   |            |                     | Premier Fence |                     |  |
|-------------------------------|---|------|-----------------------------------|------------|---------------------|------------------|---------------------|------------|---------------------|------------|---------------------|---------------|---------------------|--|
| ITEM #                        | DESCRIPTION OF ITEM                             | UNIT | QUANTITY                          | UNIT PRICE | TOTAL               | UNIT PRICE       | TOTAL               | UNIT PRICE | TOTAL               | UNIT PRICE | TOTAL               | UNIT PRICE    | TOTAL               |  |
| P-156-2                       | Straw Bales                                     | EA   | 20                                | \$8.00     | \$160.00            | \$30.00          | \$600.00            | \$20.00    | \$400.00            | \$10.00    | \$200.00            | \$10.00       | \$200.00            |  |
| P-156-3                       | Ryegrass Seed                                   | LB   | 200                               | \$10.00    | \$2,000.00          | \$2.00           | \$400.00            | \$10.00    | \$2,000.00          | \$1.00     | \$200.00            | \$1.00        | \$200.00            |  |
| F-162-1                       | Remove Existing Fence and Gate                  | LF   | 8,000                             | \$10.00    | \$80,000.00         | \$2.51           | \$20,080.00         | \$3.00     | \$24,000.00         | \$4.00     | \$32,000.00         | \$4.00        | \$32,000.00         |  |
| F-162-2                       | 8' Galvanized Chain Link Fence with Barbed Wire | LF   | 9,000                             | \$25.00    | \$225,000.00        | \$20.99          | \$188,910.00        | \$28.00    | \$252,000.00        | \$50.50    | \$454,500.00        | \$50.50       | \$454,500.00        |  |
| F-162-8                       | 24' Double Swing Gate with Barbed Wire          | EA   | 2                                 | \$5,000.00 | \$10,000.00         | \$1,350.00       | \$2,700.00          | \$3,200.00 | \$6,400.00          | \$2,500.00 | \$5,000.00          | \$2,500.00    | \$5,000.00          |  |
| F-162-10                      | Aircraft Operation Area Sign                    | EA   | 7                                 | \$150.00   | \$1,050.00          | \$70.50          | \$493.50            | \$65.00    | \$455.00            | \$100.00   | \$700.00            | \$100.00      | \$700.00            |  |
| F-162-11                      | No Trespassing Sign                             | EA   | 7                                 | \$150.00   | \$1,050.00          | \$50.62          | \$354.34            | \$50.00    | \$350.00            | \$100.00   | \$700.00            | \$100.00      | \$700.00            |  |
| F-162-12                      | Gate Number Sign                                | EA   | 6                                 | \$150.00   | \$900.00            | \$73.50          | \$441.00            | \$63.00    | \$378.00            | \$100.00   | \$600.00            | \$100.00      | \$600.00            |  |
| F-162-13                      | Construction Fence                              | LF   | 1,000                             | \$9.00     | \$9,000.00          | \$1.29           | \$1,290.00          | \$4.00     | \$4,000.00          | \$6.00     | \$6,000.00          | \$6.00        | \$6,000.00          |  |
|                               | <b>TOTAL</b>                                    |      |                                   |            | <b>\$304,180.00</b> |                  | <b>\$194,278.84</b> |            | <b>\$287,583.00</b> |            | <b>\$449,400.00</b> |               | <b>\$449,400.00</b> |  |

\* Denotes Unit Price difference between Base Bid and Alternate Work Item A  
Unit Price adjusted to lower Unit Price



# Project Organization





FAA  
Airports

## ASSURANCES

### Airport Sponsors

---

#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 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 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 project including but not limited to the following:

#### Federal Legislation

---

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 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 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

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

### **Executive Orders**

---

- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **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. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- 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.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- 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 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **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.

### **Footnotes to Assurance C.1.**

---

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**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. 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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure 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.**

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 section 44706 of Title 49, United States Code, 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, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), 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 Section 47112 of Title 49, United States Code. 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 airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

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

#### **21. Compatible Land Use.**

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

#### **22. Economic Nondiscrimination.**

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

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

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

### **23. Exclusive Rights.**

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

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

### **24. Fee and Rental Structure.**

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

### **25. Airport Revenues.**

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

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

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 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 Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

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

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

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor 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. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation 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. 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, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any 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 §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, 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 **(Name of Sponsor)**, 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 that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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, (1) 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

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

### **32. Engineering and Design Services.**

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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 3/20/2014 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**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 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 DBE and 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 1936 (31 U.S.C. 3801).

**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 section 47102 of title 49, U.S.C.) 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.

Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Date: April 24, 2014

Nashua Airport Authority  
Name of Airport Sponsor

  
Stephen R. Bourque, C.M.  
Airport Manager

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 DRUG-FREE WORKPLACE

Nashua Airport Authority

Nashua Municipal Airport

NHDOT No. SBG-12-12-2014

(Sponsor)

(Airport)

(Project Number)

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

|   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 1. A statement <del>has been</del> (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. An ongoing drug-free awareness program <del>has been</del> (will be) established to inform employees about:  |                                     |                          |                          |
| a. The dangers of drug abuse in the workplace;  |                                     |                          |                          |
| b. The sponsor's policy of maintaining a drug-free workplace;   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Any available drug counseling, rehabilitation, and employee assistance programs; and   |                                     |                          |                          |
| d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.   |                                     |                          |                          |
| 3. Each employee to be engaged in the performance of the work <del>has been</del> (will be) given a copy of the statement required within item 1 above.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Employees <del>have been</del> (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:  |                                     |                          |                          |
| a. Abide by the terms of the statement; and   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.  |                                     |                          |                          |
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

|  | Yes                                 | No                       | N/A                      |
|--|-------------------------------------|--------------------------|--------------------------|
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:  |                                     |                          |                          |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. |                                     |                          |                          |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Nashua Airport Authority  
 \_\_\_\_\_  
 (Name of Sponsor)

  
 \_\_\_\_\_  
 (Signature of Sponsor's Designated Official Representative)

Stephen R. Bourque, C.M.  
 \_\_\_\_\_  
 (Typed Name of Sponsor's Designated Official Representative)

Airport Manager  
 \_\_\_\_\_  
 (Typed Title of Sponsor's Designated Official Representative)

April 24, 2014  
 \_\_\_\_\_  
 (Date)

**AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE**

Attachment A

**Sites for Performance of Work**

Install Airport Perimeter and Wildlife Fence (Approximately 15,000LF)

Boire Field – Nashua Municipal Airport

City of Nashua, New Hampshire

NHDOT No. SBG-12-12-2014

Nashua Municipal Airport, Boire Field  
93 Perimeter Road  
Nashua, NH 03063  
Hillsborough County

Gale Associates, Inc.  
15 Constitution Drive  
Bedford, NH 03110  
Hillsborough County

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 SELECTION OF CONSULTANTS

Nashua Airport Authority

Nashua Municipal Airport

NHDOT No. SBG-12-12-2014

*(Sponsor)*

*(Airport)*

*(Project Number)*

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)

*(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

|   | Yes                                 | No                       | N/A                                 |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 1. Solicitations were <del>(will be)</del> made to ensure fair and open competition from a wide area of interest.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 2. Consultants were <del>(will be)</del> selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 3. A record of negotiations has been <del>(will be)</del> prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was <del>(will be)</del> obtained from the FAA.  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. The consultant services contracts clearly establish <del>(will establish)</del> the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 6. Costs associated with work ineligible for AIP funding are <del>(will be)</del> clearly identified and separated from eligible items in solicitations, contracts, and related project documents.  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Mandatory contact provisions for grant-assisted contracts have been <del>(will be)</del> included in consultant services contracts.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not <del>(will not be)</del> used.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was <del>(will be)</del> specifically described in the advertisement, and future work will not be initiated beyond five years. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

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

Nashua Airport Authority

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Stephen R. Bourque, C.M.

*(Typed Name of Sponsor's Designated Official Representative)*

Airport Manager

*(Typed Title of Sponsor's Designated Official Representative)*

April 24, 2014

*(Date)*

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 PROJECT PLANS AND SPECIFICATIONS

Nashua Airport Authority

Nashua Municipal Airport

NHDOT No. SBG-12-12-2014

*(Sponsor)*

*(Airport)*

*(Project Number)*

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)  
*(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One—General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

|   | Yes                                 | No                       | N/A                                 |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 1. The plans and specifications were <del>(will be)</del> prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 2. Specifications for the procurement of equipment are not <del>(will not be)</del> proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 3. The development included <del>(to be included)</del> in the plans is depicted on the airport layout plan approved by the FAA.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4. Development that is ineligible for AIP funding has been <del>(will be)</del> omitted from the plans and specifications funded by FAA.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are <del>(will be)</del> included in the project specifications.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 6. If a value engineering clause is incorporated into the contract, concurrence was <del>(will be)</del> obtained from the FAA.   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. The plans and specifications incorporate <del>(will incorporate)</del> applicable requirements and recommendations set forth in the Federally approved environmental finding.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

- |  | Yes                                 | No                       | N/A                      |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

Nashua Airport Authority

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Stephen R. Bourque, C.M.

*(Typed Name of Sponsor's Designated Official Representative)*

Airport Manager

*(Typed Title of Sponsor's Designated Official Representative)*

April 24, 2014

*(Date)*

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 EQUIPMENT/CONSTRUCTION CONTRACTS

Nashua Airport Authority  
(Sponsor)

Nashua Municipal Airport  
(Airport)

NHDOT No. SBG-12-12-2014  
(Project Number)

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)  
(Work Description)

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

|   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The procurement was ( <del>will be</del> ) publicly advertised using the competitive sealed bid method of procurement.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The bid solicitation clearly and accurately describes ( <del>will describe</del> ):  |                                     |                          |                          |
| a. The current Federal wage rate determination for all construction projects, and   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. All other requirements of the equipment and/or services to be provided.  |                                     |                          |                          |
| 5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:  |                                     |                          |                          |
| a. Only one qualified person/firm submits a responsive bid,   |                                     |                          |                          |
| b. The contract is to be awarded to other than the lowest responsible bidder,   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Life cycle costing is a factor in selecting the lowest responsive bidder, or   |                                     |                          |                          |
| d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.  |                                     |                          |                          |

|  | Yes                                 | No                       | N/A                      |
|--|-------------------------------------|--------------------------|--------------------------|
| 6. All contracts exceeding \$100,000 <del>require</del> (will require) the following provisions:   |                                     |                          |                          |
| a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;   |                                     |                          |                          |
| b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.  |                                     |                          |                          |
| 7. All construction contracts <del>contain</del> (will contain) provisions for:  |                                     |                          |                          |
| a. Compliance with the Copeland "Anti-Kick Back" Act, and  |                                     |                          |                          |
| b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. All construction contracts exceeding \$2,000 <del>contain</del> (will contain) the following provisions:  |                                     |                          |                          |
| a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.  |                                     |                          |                          |
| 9. All construction contracts exceeding \$10,000 <del>contain</del> (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| All contracts and subcontracts <del>contain</del> (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Appropriate checks <del>have been</del> (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

Nashua Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Stephen R. Bourque, C.M.

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

April 24, 2014

(Date)

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
**CONSTRUCTION PROJECT FINAL ACCEPTANCE**

Nashua Airport Authority -  
City of Nashua

Boire Field (ASH) -  
Nashua Municipal Airport

NHDOT No. SBG-12-08-  
2011 and SBG-12-09-2012

*(Sponsor)*

*(Airport)*

*(Project Number)*

Install Airport Perimeter and Wildlife Fence (Approximately 15,000 LF)  
*(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

|   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 1. The personnel engaged in project administration, engineering supervision, construction inspection and testing <del>were</del> (will be) determined to be qualified as well as competent to perform the work.                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Daily construction records <del>were</del> (will be) kept by the resident engineer/construction inspector as follows:  |                                     |                          |                          |
| a. Work in progress,  |                                     |                          |                          |
| b. Quality and quantity of materials delivered,   |                                     |                          |                          |
| c. Test locations and results,  |                                     |                          |                          |
| d. Instructions provided the contractor,  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Weather conditions,  |                                     |                          |                          |
| f. Equipment use,   |                                     |                          |                          |
| g. Labor requirements,  |                                     |                          |                          |
| h. Safety problems, and   |                                     |                          |                          |
| i. Changes required.  |                                     |                          |                          |
| 3. Weekly payroll records and statements of compliance <del>were</del> (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15). | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Complaints regarding the mandated Federal provisions set forth in the contract documents <del>have been</del> (will be) submitted to the FAA.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. All tests specified in the plans and specifications <del>were</del> (will be) performed and the test results documented as well as made available to the FAA.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. For any test results outside of allowable tolerances, appropriate corrective actions <del>were</del> (will be) taken.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

|   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:  |                                     |                          |                          |
| a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.                      |                                     |                          |                          |
| 8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan <del>have been</del> (will be) submitted to the FAA.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Applicable close out financial reports <del>have been</del> (will be) submitted to the FAA.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

City of Nashua Airport Authority  
 \_\_\_\_\_  
 (Name of Sponsor)

  
 \_\_\_\_\_  
 (Signature of Sponsor's Designated Official Representative)

Stephen R. Bourque, C.M.  
 \_\_\_\_\_  
 (Typed Name of Sponsor's Designated Official Representative)

Airport Manager  
 \_\_\_\_\_  
 (Typed Title of Sponsor's Designated Official Representative)

April 24, 2014  
 \_\_\_\_\_  
 (Date)