



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

23
Bent

October 20, 2016
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 provide funding to the Nashua Airport Authority (Vendor Code 154441) for SBG-12-16-2016, to conduct an Airport Master Plan Update (AMPU) for Boire Field, Nashua, NH. State and Federal participation in the amount of \$422,750.00 is effective upon Governor and Council approval through September 15, 2020. 90% Federal Funds, 5% General Funds, 5% Other Funds.

Funding is available as follows:

	<u>FY 2017</u>
04-96-96-960030-7976	
FAA Projects	
034-500152 Design/Study	\$422,750.00

EXPLANATION

The following FAA State Block Grant was awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-24-2016	\$1,943,541.00

A total of \$400,500.00 (or 90% of the project cost) is proposed from the FAA grant listed above for this airport planning project (SBG-12-16-2016, copy attached) to conduct an AMPU for Boire Field, Nashua, NH. An AMPU provides a comprehensive review of the airport and outlines the adequacy of the Airport's airside and landside facilities with respect to compliance with FAA design standards and its ability to address the needs of the Airport through a 20-year planning period. Boire Field is considered a very active and complex general aviation airport due to the type of aircraft, high volume of aircraft operations, diversity of aeronautical services offered and a unique mix of environmental and geographical constraints. A comprehensive approach is therefore needed that will address the interconnectedness of all these factors and balance the aeronautical needs with FAA requirements and funding availability.

Major tasks for this project include; forecast development for future levels of aviation activity, document the need for new or improved facilities, identify ways to implement measures to increase economic sustainability, evaluate alternatives, update the Airport Layout Plan (ALP) and describe sponsor compliance with FAA requirements.

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 \$22,250.00 (5% of this project) is also requested. The Nashua Airport Authority will participate in the amount of \$22,250.00 (5% of this project). The total cost for this project is \$445,000.00.

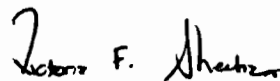
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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



Victoria F. Sheehan
Commissioner

VFS/tls1

Attachment:



U.S. Department
of Transportation
Federal Aviation
Administration

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

SEP 15 2016

Date of Offer	_____
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-024-2016
DUNS Number	808591697

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 August 8, 2016 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 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;

- ASH Rehabilitate Taxiway;
- ASH Update Airport Master Plan; and
- EEN Design of Rehabilitate Runway 14/32,

which is more fully described in the Project Application

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 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 \$1,943,541.

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

CONDITIONS

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

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

The State must include a period of performance requirement in all subawards (subgrants) made under this grant that includes a start date and end date.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
 - C. Assurances: Planning Agency Sponsors, and
 - D. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (12/31/2015).

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

4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed 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.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before September 20, 2016 or such subsequent date as may be prescribed in writing by the FAA.
9. **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 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.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Discretionary Funds.**
 \$1,943,541 of the total maximum obligation identified on Page Two of this Grant Offer are discretionary funds.

 The State understands and agrees that these funds will be used at the locations and in the amounts listed below:
 - EEN, Dillant-Hopkins Airport, Keene, NH \$231,600 (Runway 14/32 Reconstruction – Design Phase)
 - ASH, Boire Field, Nashua, NH \$1,311,441 (Rehabilitate Taxiway – Phase I)
 - ASH, Boire Field, Nashua, NH \$400,500 (Update Airport Master Plan)
13. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) 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, and individuals covered by third party contracts. Prohibitions include:
 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.
 - C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.
14. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the 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 this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
15. **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”.
16. **Audits for Public Sponsors.**
- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
 - B. 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/>.
 - C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
 - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
17. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;

2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 18. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State 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 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.
 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 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.
- 19. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 20. 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.

21. Exhibit "A" Property Map. The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

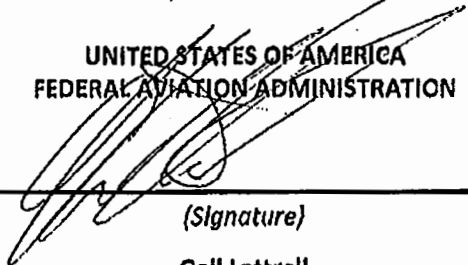
22. Buy American Requirement:

- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does 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 State will require the subrecipient to include in every contract a provision implementing this special condition.
- B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.

23. Small Airport Fund. The source of this grant may include funding from the Small Airport Fund.

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)

Gall Lattrell

(Typed Name)

Acting Manager, Airports Division

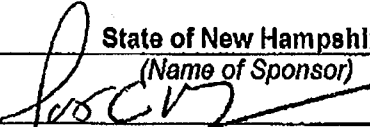
(Title)

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.¹

Executed this 16th day of September, 2016.

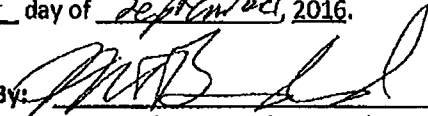
State of New Hampshire
 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 By: Patrick C Herlihy
 (Typed Name of Sponsor's Designated Official Representative)
 Title: Director of Administration, Rail and Transit
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew T. Broadhead, acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State 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 State and State'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. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 16th day of September, 2016.

BY: 
 (Signature of Sponsor's Attorney)

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

RECEIVED BY 12
 DEPT. OF JUSTICE
 STATE OF NH



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>September 27, 2016</u>
Airport/Planning Area	<u>Boire Field</u>
State Block Grant Number	<u>SBG 12-16-2016</u>
DUNS Number	<u>16-605-5731</u>
TO:	<u>Nashua Airport Authority/City of Nashua, New Hampshire</u> (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 8, 2016, for a grant of Federal and State funds for a project at or associated with the Boire Field, which as approved by the State, is included as part of this Grant Agreement; and

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

Conduct Airport Master Plan Update

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, 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 ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of 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 **\$422,750.00.**

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

- \$422,750.00 for planning
- \$0.00 for airport development or noise program implementation
- \$0.00 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

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

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the State to allowable costs for Sponsor direct salaries and wages.
5. **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.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the 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.
7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **October 28, 2016**, or such subsequent date as may be prescribed in writing by the State.

9. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms “Federal funds” and “State funds” means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
10. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. 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 and State 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 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **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.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the

Sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **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.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the 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.
17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
18. **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 Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

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

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) 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). Prohibitions include:
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 and State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA and 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 FAA or 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 Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **April 3, 2015**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. 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.

24. 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.

25. 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.

26. 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.

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

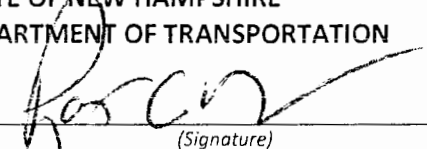
- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. 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.

28. 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.

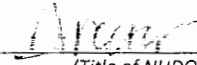
29. SMALL AIRPORT FUND: The source of this grant may include funding from the Small Airport Fund.

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



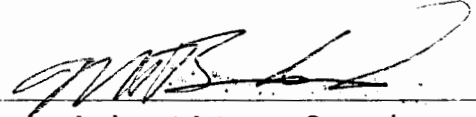
(Signature)
Thomas C. Kelly

(Typed Name)


(Title of NHDOT Official)

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

Dated: 10/11/16

By: 

Assistant Attorney General

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

Dated: _____
By: _____
Secretary of State

Attest: _____

(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.¹

Executed this 28th day of September, 2016.

NASHUA AIRPORT AUTHORITY
(Name of Sponsor)

Michael Roseblum
(Signature of Sponsor's Authorized Official)

By: Michael Roseblum
(Typed Name of Sponsor's Authorized Official)

Title: Chairman
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, NICHOLAS FRASCA, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of NH. 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 (location) this 9 day of October, 2016.

By: [Signature]
(Signature of Sponsor's Attorney)

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

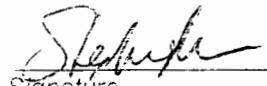
CERTIFICATE OF VOTE

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

I do further certify that Michael Rosenblum, is the 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: September 27, 2016.

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 7th day of October, 2016.



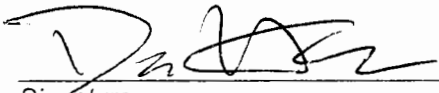
Signature

SEAL

Boire Field 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 October 7, 2016 appeared before me Derek Horne the above signed officer, Stephen R. Bourque, the Airport Manager of the Nashua Airport Authority, who acknowledged Michael Rosenblum to be the Chairman of the Nashua Airport Authority, City of Nashua, New Hampshire, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Nashua Airport Authority, City of Nashua, New Hampshire. In witness whereof, I hereunto set my hand and official seal.



Signature

Derek Horne
Name of Notary of Justice of the Peace

SEAL

Date of Expiration of Commission
Notary Public, State of New Hampshire
My Commission Expires Nov. 14, 2017



OLD REPUBLIC INSURANCE COMPANY

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 15

POLICY PERIOD: FROM: May 1, 2016

TO: May 1, 2017

THIS COVERAGE IS EFFECTIVE 12:01 A.M. May 1, 2016

INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

<input checked="" type="checkbox"/> Comprehensive General Liability	\$ XXXX
<input checked="" type="checkbox"/> Personal Injury Liability	\$ XXXX
<input checked="" type="checkbox"/> Medical Malpractice Liability	\$ XXXX
<input checked="" type="checkbox"/> Hangar Keepers Liability	\$ 1,000,000
<input checked="" type="checkbox"/> Fire Legal Liability	\$ XXXX
<input checked="" type="checkbox"/> Premises Medical Payments	\$ 1,000
<input checked="" type="checkbox"/> Host Liquor Liability	\$ XXXX

LIMITS OF LIABILITY

Each Person	\$ 5,000,000	Each Occurrence*
Each Person	\$ 5,000,000	Each Occurrence*
Each Person	\$ 5,000,000	Each Loss*
Each Person	\$ 1,000,000	Each Occurrence*
Each Person	\$ 50,000	Each Loss*
Each Person	\$ 5,000	Each Accident*
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.

Old Republic Aerospace, Inc. Representative:

Agency Name: Gallagher Aviation
Agency Phone: 800-356-7075

Date: May 2, 2016



OLD REPUBLIC AEROSPACE, INC.

199 Water Street, 30th Floor, New York, NY 10038 | PH: (212) 607-2624 | FX: (212) 607-2614



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2016

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
INSURED Gale Associates, Inc. 15 Constitution Drive Bedford, NH 03110-6042	INSURER(S) AFFORDING COVERAGE	
	INSURER A : American Casualty Co of Reading, PA A(XV)	NAIC # 20427
	INSURER B : Transportation Insurance Company	20494
	INSURER C : Continental Insurance Co A(XV)	35289
	INSURER D : Lexington Insurance Company A, XV	19437
	INSURER E : INSURER F :	

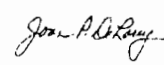
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	6020017533	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	6020017614	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	6020068143	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	620017578	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab		0317111024	05/01/2016	05/01/2017	Per Claim 2,000,000
D			031711024	05/01/2016	05/01/2017	Aggregate 4,000,000

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

Project Reference: Airport Master Plan Update, NHDOT No. SBG-12-16-2016, Boire Field - Nashua Municipal Airport, Nashua, NH. NHDOT/Bureau of Aeronautics, 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483 shall be listed as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER City of Nashua, Nashua Airport Authority 93 Perimeter Road Nashua, NH 03063	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Application for Federal Assistance SF-424		RECEIVED
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
		* If Revision, select appropriate letter(s): APR - 8 2016 * Other (Specify): NH AERONAUTICS
* 3. Date Received: 04/08/2016	4. Applicant Identifier: Boire Field	
5a. Federal Entity Identifier: N/A	5b. Federal Award Identifier: N/A	
State Use Only:		
6. Date Received by State:	7. State Application Identifier: NHDOT No. SBG-12-16-2016	
8. APPLICANT INFORMATION:		
* a. Legal Name: Nashua Airport Authority, City of Nashua, NH		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-0268661	* c. Organizational DUNS: 1660557310000	
d. Address:		
* Street1:	93 Perimeter Road	
Street2:		
* City:	Nashua	
County/Parish:		
* State:	NH: New Hampshire	
Province:		
* Country:	USA: UNITED STATES	
* Zip / Postal Code:	03063	
e. Organizational Unit:		
Department Name: City of Nashua, NH	Division Name: Nashua Airport Authority	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Stephen	
Middle Name: R.		
* Last Name: Bourque		
Suffix:		
Title: Airport Manager		
Organizational Affiliation:		
* Telephone Number: (603) 882-0661	Fax Number: (603) 881-5414	
* Email: 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:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program (AIP)

*** 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.):

Add Attachment

Delete Attachment

View Attachment

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

Airport Master Plan Update (AMPU)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="400,500.00"/>	✓
* b. Applicant	<input type="text" value="22,250.00"/>	✓
* c. State	<input type="text" value="22,250.00"/>	✓
* d. Local	<input type="text" value="0.00"/>	
* e. Other	<input type="text" value="0.00"/>	
* f. Program Income	<input type="text" value="0.00"/>	
* g. TOTAL	<input type="text" value="445,000.00"/>	✓

or

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

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

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

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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: * First Name:

Middle Name:


* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

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

Item 1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	
Item 2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	
Item 3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	
Item 4	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. CFDA: _____	
Item 5	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414	
<input type="checkbox"/> Negotiated Rate equal to _____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

Section B – Certification Regarding Lobbying

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

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

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

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

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

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

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 400,500	\$ 44,500	\$ 445,000
2.				
3. TOTALS		\$ 400,500	\$ 44,500	\$ 445,500

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 5,000	\$	\$	\$	\$ 5,000
b. Airport Planning	440,000				440,000
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal					
f. Program Income					
g. TOTALS (line e minus line f)	\$ 445,000	\$	\$	\$	\$ 445,000

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$ 22,250	\$ 22,250	\$	\$ 44,500
6.				
7. TOTALS	\$ 22,250	\$ 22,250	\$	\$ 44,500

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 400,500	\$ 200,250	\$ 160,200	\$ 40,050	\$ 0
9. Non-Federal	44,500	22,250	17,800	4,450	0
10. TOTAL	\$ 445,000	\$ 222,500	\$ 178,000	\$ 44,500	\$ 0

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT:
AIRPORT:
1. Objective: See attached Part IV
2. Benefits Anticipated: See attached Part IV
3. Approach: <i>(See approved Scope of Work in Final Application)</i> See attached Part IV
4. Geographic Location: Boire Field- Nashua Municipal Airport, City of Nashua, New Hampshire, Hillsborough County, USA
5. If Applicable, Provide Additional Information: See attached Part IV
6. Sponsor's Representative: <i>(include address & telephone number)</i> Mr. Stephen R. Bourque, Airport Manager (s.bourque@nashuaairport.com) 93 Perimeter Road Nashua, NH 03063

PART IV- PROGRAM NARRATIVE

Application for New Hampshire Airport Block Grant Program
Airport Master Plan Update
NHDOT No. SBG-12-16-2016
Nashua Municipal Airport- Boire Field
Nashua, New Hampshire

April 8, 2016

1. **Project Purpose:** The purpose of Airport Master Plan Update (AMPU) is to provide a comprehensive review of the entire airport system, and outline the adequacy of the Airport's landside and airside facilities with respect to compliance with FAA design standards, and its ability to address the needs of the Airport through the planning period.
2. **Project Benefits:** The completion of the AMPU will address the need for or the adequacy of aircraft parking, hangar facilities, administration building, deicing, and similar facilities based on expected growth.
3. **Project Approach:** Boire Field is a very active and complex general aviation airport. The aircraft fleet mix, high volume of aircraft operations, diversity of aeronautical services offered, and unique mix of environmental and geographic constraints require a comprehensive approach to this master plan that will address the interconnectedness of all these factors and balance the aeronautical needs with FAA requirements and funding availability. The major tasks under this project will include (see attached scope of work for more details):
 - Forecast development of future levels of aviation activity;
 - Document the need for new or improved facilities based on forecast results;
 - Identify ways in which the Airport can implement measures to increase economic sustainability;
 - Outline a suite of alternatives (assumes 4 alternatives) designed to assist in the advancement of airport-development needs;
 - Update the Airport Layout Plan;
 - Describing sponsor compliance with grant assurances; and
 - Identifying barriers which make compliance difficult.
4. **Project Location:** This project is located on Airport property within the City of Nashua, County of Hillsborough, New Hampshire.
5. **Project Environmental Impacts:** This project is categorically excluded from further review under NEPA per FAA Order 1050.1F paragraph 5-6.1(o). This project was

reviewed and identified as not resulting in a significant environmental effect, and has no extraordinary circumstances that would require an EA or an EIS.

6. **Project DBE Statement:** The Airport Sponsor's overall DBE participation goal for FY 2015-2017 is 2.0% as approved by the FAA., and 0.6% for the Master Plan project.
7. **Project Coordination Efforts:** Airport user coordination for this project will occur through public Airport Authority meetings and by posting of the attached notice.
8. **Project Costs:** The total project cost is \$445,000.00. See attached Grant Application Cost Summary.
9. **Project Schedule:** The project schedule is as shown below.

Scoping Meeting	September 2015
Contract Negotiations	February 2016
Signed Contracts	April 2016
*FAA Grant Issued	August 2016
Draft Executive Summary.....	September 2016
Draft Chapter 1	September 2016
First MPC Meeting	September 2016
Draft Chapter 2	November 2016
Draft Chapter 3	December 2016
Draft Chapter 4 Aviation Forecast Review	January 2017
Second MPC Meeting	February 2017
Draft Chapter 5 Facilities Requirements Review	April 2017
Draft Chapter 6 Future Airport Development Review.....	June 2017
Third MPC Meeting	July 2017
Draft Chapter 7	September 2017
Draft Chapter 8 Alternatives Analysis Review	October 2017
Fourth MPC Meeting	November 2017
Draft Chapter 9 Schedule of Improvements Review	February 2018
Fifth MPC Meeting	March 2018
Draft Chapter 10 ALP Review	May 2018
Draft Chapter 11	May 2018
Client Group Review	July 2018
Public Meeting	August 2018
Final Plans and Report	October 2018

10. **Exhibit A Property Map:** The Exhibit "A" Property Map dated August 19, 2005, revised April 3, 2015, and attached to the Grant Application for NHDOT NO. SBG-12-15-2015 reflects, the current information as of this date. The above mentioned Exhibit "A" Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.

Boire Field
Nashua, New Hampshire
Master Plan Update 2016
Scope of Work

PROJECT DESCRIPTION

The Nashua Municipal Airport Master Plan Update was last completed in 2000. This Master Plan Update will review the adequacy of the Airport's landside and airside facilities with respect to compliance with Federal Aviation Administration (FAA) design standards and ability to address the needs of the Airport through the planning period. In particular, but not limited to, the project will address the need for or the adequacy of aircraft parking, hangar facilities, administration building, deicing, and similar facilities based on expected growth. Additionally, this project will include an evaluation of the sponsor's responsibilities under grant assurances and identify barriers, if any, which may make compliance difficult. Included in this project is an update to the Airport's ALP so that it depicts current conditions and recommended improvements as outlined in FAA Order 5100.38. A schedule of improvements will be generated to organize the implementation of various improvements in the short, medium, and long term period to assist the sponsor in defining the Airport's Capital Improvement Plan.

SCOPE OF WORK

CONSULTANT agrees to perform engineering and planning services for the OWNER (Nashua Airport Authority) as described in ARTICLES A through F, below, within the hours allotted for the services listed in APPENDIX A- ITEMIZATION OF FEES, Gale Associates, inc. – Engineering.

It is important to note that the completion of specific tasks outlined in Articles A, B and D below, is dependent upon information and data to be provided by the Master Plan Committee (MPC) and/or the Airport Manager.

As per FAA sponsor assurance #16, any modification to the approved plans, specifications, and schedules shall be subject to the approval of the Secretary, and incorporated into this grant agreement.

CLIENT GROUP

The CLIENT GROUP consists of representatives from the NHDOT/BA, Nashua Airport Authority (NAA or OWNER), and the Airport Manager.

The CONSULTANT is responsible for providing information periodically to the MPC, as described in Articles A, B and D below. The MPC is comprised of approximately 10-12 members representing the City government, Airport management, NAA, FBO, airport users, etc. The MPC's role is to be the CONSULTANT's primary source for obtaining approvals, decisions, information, special investigation projects, providing direction, and any other necessary function to facilitate the development of the Master Plan. The CONSULTANT will coordinate with the MPC on a frequent basis, as specified herein, and will assist the MPC in summarizing developments periodically at NAA meetings.

ARTICLE A- PROJECT DEVELOPMENT

A.I Project Development: this task includes efforts necessary to develop the project from initial concept through preparation of funding applications. The work of the Consultant includes:

- a) Pre-scoping meeting on September 21, 2015 with the Client Group at the Airport to discuss topics to be included in the Master Plan. Includes meeting, meeting preparation, and travel time (1 roundtrip).
- b) Preparing a preliminary scope of work for review by the Client Group. The purpose of the general scope of work is to document the direction and understanding of the project by the Client Group.
- c) Meeting with the Client Group, and the FAA on October 8, 2015 at the Airport for a presentation on Planning for Compliance and how to include compliance in the Master Plan (includes travel time).
- d) Telephone conference with the Client Group and the FAA to discuss the proposed scope of work for the compliance chapter. This task includes Gale's efforts to prepare a draft compliance chapter scope of work, and coordination with NHDOT in developing the compliance chapter scope of work. This assumes three (3) telephone conference calls, and meeting preparation.
- e) Preliminary scoping meeting with the Client group at Gale's office on December 9, 2015 (one (1) meeting, and meeting preparation) to discuss the preliminary scope of work and discuss any necessary changes, additions, etc., or requirements for the Master Plan.
- f) Preparing and transmitting a revised draft scope of work to the Client Group based on comments from the December meeting.
- g) Finalizing the scope of work based on comments received during the preceding meetings, and transmitting to the Client Group via email.
- h) Assisting the Owner in preparing and submitting one (1) grant application for funding assistance (assumes 5 copies of the application) to the NHDOT/BA by April 1, 2016.
- i) Preparing a "zeroed-out" spreadsheet for use by the independent fee estimator (IFE), and transmitting the 'zeroed-out" spreadsheet to the Owner, as well as any other relevant material.
- j) Negotiating the scope and fee with the Owner. One meeting on February 2, 2016 at Gale's office and includes revisions to the scope and fee.
- k) Preparing four (4) copies of the Agreement between Gale and the Owner.

A.II Executive Summary: this task includes efforts to provide an executive summary to be placed at the beginning of the master plan which summarizes the findings/recommendations along with a description of the planned projects.

- a) Provide a concise summary of the findings/recommendations of the master planning effort and/or changes to the ALP. This will include a brief description of planned projects, an implementation schedule, and results of aeronautical forecasts.
- b) Draft executive summary and transmit to the MPC for review.
- c) Revise the executive summary based on feedback obtained from the MPC, and transmit revisions to the MPC.

ARTICLE B- AIRPORT PLANNING- MASTER PLAN UPDATE

B. I- Chapter 1: Introduction: the purpose of this chapter is to introduce the Airport Master Plan project and document the intended objectives the Client Group wishes to accomplish. Tasks include the following:

- a) Document the master planning history at the Airport and describe the objectives of this master plan.
- b) Define the Planning Process to be used in developing the Master Plan, including guidance from FAA Advisory Circular (AC) 150/5070-6A, *Airport Master Plans*.
- c) Provide an overview of the role of the Master Plan Committee (MPC). The Chair of the MPC will provide Gale with the role of the MPC and the MPC's responsibilities throughout the planning process.
- d) Draft Chapter 1 and transmit to the MPC for review prior to the MPC meeting.
- e) Attend one (1) MPC meeting at the Airport. Includes meeting preparation and roundtrip travel time.
- f) Revise Chapter 1 based on feedback obtained during the MPC meeting, and transmit revisions to the MPC.

B. II- Chapter 2: Inventory of Existing Facilities: the purpose of this chapter is to document the existing facilities and infrastructure which support the Airport, management structure, and a description of the Airport setting. Information will be collected utilizing previous master plan studies, planning studies, land use plans, etc. Where appropriate, the use of graphics, maps, plans, fillable tables, etc., will be used to display such data. Tasks include the following:

- a) Brief written description of the Airport's location, including the regional setting, and land use patterns around the Airport.
- b) Brief written description of the background and history of the existing runway and what lead to its implementation/construction.
- c) Brief written description of the history of the airport, its aeronautical role in National Plan of Integrated Airport Systems (NPIAS), 2015 State Airport System Plan, and its role in the community.
- d) Brief description of the Airport's management structure, including crash, fire, and rescue services, snow removal, and airport maintenance.
- e) Provide a written description of the existing terminal services, airport amenities, and other facilities that accommodate users. This task assumes the MPC will provide Gale with a list of terminal services, amenities, and other facilities to be included in the documentation.
- f) Describe the Airport's existing geometry and design standards as defined by its Approach and Departure Reference Code. This includes a description of the Airports approach capabilities and navigation aid critical areas.
- g) Provide an inventory of airside facilities, including aircraft parking capacity, aprons, hangars, runway inventory, safety areas, runway protection zone, object free areas, taxiway/taxilane design, and other operational issues associated with airfield pavement. This includes a review and brief overview of the results of the previously prepared Pavement Condition Index study conducted for the Airport by NHDOT.

- h) Provide an inventory of current airport lighting, including runway lights, runway end identifier lights, guidance systems, threshold lights, taxiway lights, navigation aids, etc. This task will identify the ownership of specific equipment. This task includes one (1) site visit to verify information. The MPC is responsible for identifying and providing Gale with ownership information related to the equipment.
- i) Provide an inventory of the Airport's current pavement markings, including runway markings, taxiway/taxilane markings, and signage.
- j) Provide an inventory and description of landside facilities, including terminal building, fencing, automobile parking, miscellaneous buildings, major utilities, etc.
- k) Brief written description of miscellaneous facilities and support equipment, including snow removal equipment, security fencing, airport's existing maintenance plan, etc. This task assumes the MPC will provide Gale with a list of miscellaneous facilities and support equipment, including snow removal equipment, security fencing, airport's existing maintenance plan, etc.
- l) Develop a list of existing critical data (i.e. ARC, DRC, etc.) to be included in the front of the Master Plan, and a blank sheet for future updating capabilities by Airport personnel.
- m) Provide a plan that graphically displays all existing facilities.
- n) Draft Chapter 2 and transmit to the MPC.

B.III- Chapter 3: Existing Environmental Conditions and Sensitive Areas: the purpose of this chapter is to document the existing environmentally sensitive areas. Information will be collected utilizing previous master plan studies, planning studies, and existing environmental studies. Where appropriate, the use of graphics, maps, plans, fillable tables, etc., will be used to display such information. Tasks include the following:

- a) Describe the Airport's existing and previously identified environmental conditions, including wetlands, rare species habitats, archaeological/historical resources, and surrounding land uses.
- b) Provide the MPC with a survey regarding the concept of noise and the airport to be distributed to airport abutters. The MPC will be responsible for disseminating and collecting the surveys and forwarding the surveys to Gale for analysis. This task assumes that the Airport will provide a log of complaints received or other information related to this perceived issue. Gale will summarize the data from the collected surveys and work with the MPC to identifying patterns of complaints.
- c) Provide a written description of the existing jet run-up procedures, and the concern with fumes being blown toward neighboring properties. This task assumes the MPC will provide Gale with typical jet run-up procedures, and complaints received from abutters with respect to fumes from jets.
- d) Provide a plan that graphically displays environmentally sensitive areas to assist in understanding constraints to potential developable areas.
- e) Draft Chapter 3 and transmit to the MPC.

B.IV- Chapter 4: Forecasts of Aviation Demand and Capacity: the purpose of this chapter is to forecast future levels of aviation activity. The chapter will utilize the FAA Terminal Area Forecasts (most recent available year) as the primary growth rate, and include a review of tower counts, noise technical report counts, historic airport reports, FAA Aerospace Forecasts, 2015 State Airport System Plan, etc. Tasks will include the following:

Boire Field
Nashua, New Hampshire
Master Plan Update 2016
Scope of Work

- a) Brief written description of the 2016 based aircraft inventory and 2015 operation levels by aircraft. The MPC is responsible for providing Gale with the 2016 based aircraft inventory, and 2015 operation level breakdown by aircraft type.
- b) Forecast future levels of aviation demand at the Airport during the 5-year, 10-year, and 20 year planning periods. Forecasts shall be based upon recent history of based aircraft, tower counts, noise technical report counts, 2015 State Airport System Plan, FAA terminal area forecasts, and Aerospace forecasts.
- c) Brief written description local operations fleet mix, itinerant operations fleet mix, instrument operations, and peak operations. This task assumes the MPC will provide Gale with the breakdown of operations.
- d) Brief written description of the Airport's fuel flow data during the Airport's peak operations. This task assumes the Airport will provide documentation related to its fuel flow.
- e) Brief written description of the Airport's annual (or seasonal) hangar demand. This task assumes the MPC will provide Gale with information related to the Airport's hangar demands.
- f) Compare the characteristics (i.e. runway length, hangar space, towered airport, etc.) of Boire Field against four (4) airports of similar size and document Boire Field's comparable capabilities and shortcomings.
- g) Draft Chapter 4 and transmit to the MPC prior to the MPC meeting. The intent is for Chapters 2-4 to be transmitted to the MPC at the same time prior to the meeting.
- h) Meet with the MPC to present the results of the aviation forecast analysis, and discuss chapters 2, 3, and 4. Assumes one (1) meeting at the Airport, and includes meeting preparation and roundtrip travel time.
- i) Revise Chapters 2, 3 and 4 based on input obtained during the MPC meeting, and forward revisions to the MPC.

B.V- Chapter 5: Facility Requirements: the purpose of this chapter is to document the need for new or improved facilities based on the forecast results established in Chapter 4 and input from the MPC and NAA. Where appropriate, the use of graphics, maps, plans, fillable tables, etc., will be used to display such information. Tasks include the following:

- a) Evaluate the Airport's existing facilities based on the forecasts established in Chapter 4.
- b) Provide a table documenting the relative age, condition, and life expectancy of facilities, and the year when facilities are eligible for reconstruction/replacement. This task includes one (1) site visit to verify conditions.
- c) List the airport deficiencies as documented in task b) above.
- d) Provide a list of recommendations for future airfield maintenance and capital improvements.
- e) Draft Chapter 5 and transmit to the MPC.

B.VI- Chapter 6: Future Airport Development: the purpose of this chapter is to document the Airport's sources of revenue, identify its service area, competing interests, and provide an overview of the Airport's ability to accommodate future development and growth. Where appropriate, the use of graphics, maps, plans, fillable tables, etc., will be used to display such information. Tasks include the following:

- a) Brief written description outlining the businesses located at the Airport (inside the fence only). This task assumes the Airport will provide a comprehensive list of existing businesses located at the Airport.

Boire Field
Nashua, New Hampshire
Master Plan Update 2016
Scope of Work

- b) Review the City's airport zoning, and make recommendations for changes, if necessary. The purpose of this task is strictly to identify conflicting land uses that could potentially conflict with existing airport operations.
- c) Define the Airport's service area and document the presence of other airports that may be competing with Boire Field. The service area will be primarily defined by using the mailing address of based aircraft owners. The MPC will provide Gale with the based aircraft addresses.
- d) Document the socioeconomic characteristics of the community; in particular, the demographics (population and income) within the Airport's service area using the most recent available US Census data.
- e) The MPC is responsible for documenting the Airport's rental rates (inside the fence facilities only) and providing an evaluation of rental costs against three (3) airports normally considered as comparable to Boire Field (e.g. Fitchburg Municipal Airport, Concord Municipal Airport, and Lawrence Municipal Airport) to determine if the Airport is maximizing its rental income. This task assumes that the three competing airports are willing to share their data. This task assumes the MPC will coordinate with, and gather pertinent data from the three comparable airports. The MPC is responsible for providing Gale with a comparison of data which Gale will include as a write-up in the Master Plan.
- f) Identify areas where the Airport can grow its terminal facilities. This includes an evaluation of the potential location of corporate hangars vs. t-hangars, tie-downs, etc. The MPC will provide Gale with a complete list of leases and expiring leases.
- g) Identify potential areas for future deicing, self-serve fuel facilities, and solar panel locations. This task will include listing the site requirements associated with each of the three facilities.
- h) Define the future role of Boire Field as a NPIAS airport and how it would potentially be utilized in the event of an emergency in the region.
- i) Identify potential terminal building locations, including a possible extension to, or reuse of the Daniel Webster building.
- j) Identify potential uses (limited to two uses: t-hangars vs. non aeronautical use) for the development of India ramp, including what infrastructure needs would be required for development in this area. Include reference to the FAA grant assurances, and requirements for a land release, and deed restrictions applicable to the India ramp area, if any.
- k) Provide a plan that graphically combines the airside and landside critical areas, and environmental and sensitive areas to assist in identifying suitable areas for future airport development.
- l) Draft Chapter 6 and transmit to the MPC. The intent is for Chapters 5-6 to be transmitted to the MPC at the same time prior to the meeting.
- m) Meet with the MPC to discuss possible future airport development and facility requirements. The results of this meeting will be used to develop the alternatives in Chapter 8. This assumes one (1) meeting at the Airport and includes meeting preparation and roundtrip travel time.
- n) Revise Chapters 5 and 6 based on feedback obtained during the MPC meeting and forward revisions to the MPC.

B.VII- Chapter 7: Sustainability: the purpose of this chapter is to identify ways in which the Airport can implement measures to increase economic sustainability. Tasks include the following:

- a) Brief introduction on the importance and benefits of economic sustainability for the Airport.
- b) Discuss actions which the NAA could take to make a proposed terminal complex the focal point of the airport, and list services appropriate to achieve this objective.
- c) Identify ways in which the Airport can convey the value of the airport to the city, state, and region through various partnerships.
- d) Brief written description of major businesses utilizing the airport and how they use it. This task assumes the MPC will provide Gale with an inventory of business utilizing the airport, and their purpose for using the airport.
- e) Reference FAA procedures related to hosting non-aeronautical events at obligated airports.
- f) Draft Chapter 7 and transmit to the MPC.

B.VIII- Chapter 8: Development and Evaluation of Alternatives: the purpose of this chapter is to outline a suite of alternatives (assumes 4 alternatives, including a no-build alternative) designed to assist in the advancement of airport-development needs, including operational, environmental, security, and financial considerations, given existing constraints documented in earlier chapters. This chapter will also provide a critical evaluation of each alternative. The evaluation will compare each alternative from which a preferred alternative will emerge. Where appropriate, the use of graphics, maps, plans, fillable tables, etc. will be used to display such information. Tasks include the following:

- a) Develop four (4) airfield alternatives (including a no-build alternative) designed to maximize potential airport development over the next 20-year planning period. The development of alternatives and their characteristics will be derived from the results of the meeting at the conclusion of Chapter 6.
- b) Evaluate the baseline "no-build" alternative and the three (3) remaining alternatives by applying physical, operational, environmental, permitting, security, and estimated planning level costs to each alternative to determine suitability for implementation. Coordination with the MPC, if needed, will occur via email and telephone.
- c) Draft Chapter 8 and transmit to the MPC. The intent is for Chapters 7-8 to be transmitted to the MPC at the same time prior to the MPC meeting.
- d) Meet with the MPC to discuss the results of the alternatives analysis and adopt a preferred alternative. This assumes one (1) meeting with the Master Plan Committee at the Airport, and includes meeting preparation and travel time.
- e) Upon adoption by the MPC, present the preferred alternative (Proposed Ultimate Layout Plan) to the NAA.
- f) Provide a graphic and written description of the preferred alternative once approved by the NAA.
- g) Revise Chapters 7 and 8 based on feedback obtained during the MPC and NAA meetings, and forward revisions to the MPC.

B.IX- Chapter 9: Schedule of Improvements: the purpose of this chapter is to organize various improvements for implementation in the short, medium, and long term. The schedule of improvements will assist in defining the Airport's Capital Improvement Plan (CIP) and facility maintenance plan. Tasks include the following:

Boire Field
Nashua, New Hampshire
Master Plan Update 2016
Scope of Work

- a) Provide the MPC with draft schedule of improvements including estimated costs and required permits.
- b) Assist the OWNER in establishing project priorities relative to airport need, permitting and funding availability. This includes one (1) meeting with the MPC at the Airport, meeting preparation, and roundtrip travel time.
- c) Revise the schedule of improvements based on feedback obtained during the MPC meeting and transmit revision to the MPC.
- d) Provide an interactive or fillable schedule of improvements for the OWNER to use.
- e) Draft Chapter 9 and transmit to the MPC.
- f) Revise Chapter 9 based on feedback obtained from the MPC.

B.X- Chapter 10: Airport Layout Plan: the purpose of this chapter is to update the Airport Layout Plan in accordance with FAA Order 5100.38, *Airport Improvement Program Handbook*. Where applicable, the use of previous plans, drawings, obstruction data, previously obstruction clearing and mapping projects, etc., will be utilized. No new obstruction mapping will be included as part of this project. Tasks include the following:

- a) Cover Sheet- develop a cover sheet, with approval signature block, airport location maps, and other pertinent information.
- b) Airport Layout Plan- develop a drawing depicting the existing and future airport facilities. This includes all applicable design standards contained in the latest version of AC 150/5300-13.
- c) Data Sheet- develop a separate sheet containing basic airport and runway data tables.
- d) Facilities Layout Plan- develop a drawing that depicts existing and future facilities, and only critical, non-overlapping clearance criteria, with minimal text.
- e) Terminal Area Plan(s) - develop a plan(s) that presents a large-scale depiction of areas with significant terminal facility development.
- f) Airport Airspace Drawing- develop a plan depicting obstacle identification surfaces for the full extent of all airport development. This includes a depiction of airspace obstructions for the portions of the surfaces excluded from the Inner Portion of the Approach Surface Drawing. This task assumes one (1) site visit to verify obstructions.
- g) Inner Portion of the Approach Surface Drawing- develop a drawing that contains the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77.
- h) On-Airport Land Use Drawing- develop a drawing depicting the land uses within the airport property boundary.
- i) Off-Airport Land use Drawing- develop a drawing depicting land uses and zoning in the area around the airport.
- j) Airport Property Map- develop a drawing depicting the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition.
- k) Runway Departure Surface Drawing- this drawing depicts the applicable departure surfaces as defined in Table 3-2 and Figure 3-4 in FAA AC 150/5300-13.
- l) Utility Drawing- develop a drawing that depicts the location and capacity of major utilities on the airport and in the surrounding area.
- m) Airport Access Plans- develop a separate plan depicting the major routes of various modes of transportation that serve the airport.

Boire Field
Nashua, New Hampshire
Master Plan Update 2016
Scope of Work

- n) Other Plan(s) - develop additional plan(s) to address a unique need at the airport.
- o) Internal review of the ALP, and subsequent submission of the preliminary ALP to the Client Group for review and comment.
- p) Address comments or required changes.
- q) Submit the draft ALP drawing and the completed FAA's Standard Operating Procedures ALP checklist to the reviewing agency to distribute to various FAA offices for airspace review.
- r) Revise the ALP drawing as necessary and submit to the reviewing agency for distribution.
- s) Creating six (6) hard copies and six (6) electronic copies of the signed ALP (2 for the NHDOT, 2 for the Airport, and 2 for Gale).

B.XI- Chapter 11: Airport Compliance: as a recipient of FAA AIP grant funding, the airport sponsor is contractually obligated to comply with federal grant assurances. The purpose of this chapter is to assist the airport sponsor by describing sponsor compliance with grant assurances, and identifying barriers which make compliance difficult. Where possible, the use of tables, charts, checklists, graphics, fillable tables, etc., will be utilized. Tasks include the following:

Section 1: Introduction

- a) Provide an introduction to the compliance chapter highlighting major obligations associated with the operation and management of Boire Field, as a federally-obligated GA airport.
- b) Provide a brief overview of the sponsor's general responsibilities as it pertains to the Airport's status in the National Plan of Integrated Airport System (NPIAS).
- c) Briefly define and list the documents (e.g. ALP, Exhibit 'A' Property Map, Airport Ordinance, Zoning Ordinance, Rules and Regulations, Minimum Standards, leases, permits, etc.) that help set the stage for successful compliance.

Section 2: NPIAS Obligations

- d) Brief outline of FAA grant assurances that the sponsor is bound by when accepting federal funding.
- e) Provide an overview of the Grant Agreement Conditions and Special Conditions (in addition to the standard grant assurances) which the sponsor must adhere to.
- f) Provide a list of FAA minimum lease contents that the OWNER can use to apply to future leases, and also be used to evaluate existing leases.
- g) Provide a non-aeronautical use request checklist (to include short-term, and long-term requests). This task assumes information obtained in Chapter 7 will be sufficient.

Section 3: Existing Airport Resources

- h) Briefly outline the role of the FAA Advisory Circular's, Orders, Regulations, Laws, and Polices and how they apply to the airport.
- i) Define the role of the Exhibit A, and when it needs to be updated, along with the implications of including property on the plan.
- j) Brief written outline of the role and summarized content of the Airport's existing Rules and Regulations, and Minimum Standards, if applicable. This task assumes the Airport will provide its existing rules, regulations, and minimum standards, and highlight major elements of each.

Boire Field
Nashua, New Hampshire
Master Plan Update 2016
Scope of Work

- k) Provide an editable/sortable list of the Airport's deeds for land and easements, leases, rental agreements, operating agreements, etc., for use by the airport sponsor in managing the terms of these agreements. This task assumes the MPC will provide an existing list of deeds, easements, leases, rental agreements, operating agreements, and the terms of each agreement.
- l) Provide an overview of the Disadvantage Business Enterprise (DBE) Plan contents, airport sponsor actions required to carry out this plan, and resources available for further assistance.
- m) Outline the local zoning ordinance in relation to the Airport, and a plan illustrating surrounding uses. Assumes information collected in Chapter 2 will be sufficient.
- n) Highlight the major conclusions and recommendations from past FAA Land Use Compliance Audit reports. This task assumes the Airport will provide documentation from previous Land Use Compliance Audit reports.

Section 4: Implementation Strategy

- o) Provide a suggested plan of action including implementation timing or frequency by the airport sponsor.
- p) Provide tracking charts, lists, checklists, tables, etc. for the airport sponsor to use, where applicable.
- q) Provide FAA-developed educational material (links, documents, plans, etc.) that the airport sponsor can use to inform airport users about airport compliance. This information will be included in a separate appendix.
- r) Discuss options, if applicable for matching revenues with expenditures.
- s) Provide options for identifying/removing barriers to aeronautical revenue production.
- t) Outline the process for filing a compliance complaint.
- u) Summarize lessons learned and/or take-aways from this chapter.

ARTICLE C- BIDDING AND ARRANGEMENTS FOR CONSTRUCTION
(Not Used in this Agreement)

ARTICLE D- GRANT ADMINISTRATION

Article D.1 Project Administration: this section includes updating, reporting, and reimbursement tasks.

- a) Assisting the MPC in providing periodic updates to the NAA on project progress after accomplishment of milestones, and completion of chapters. This assumes 12 meetings with the NAA, meeting preparation and roundtrip travel time. This task assumes that information provided in previous MPC meetings will be sufficient, and that the MPC will take the lead on presenting information to the NAA.
- b) Unanticipated meetings that may be necessary. Assumes 4 additional meetings at the Airport and roundtrip travel time.
- c) Upon completion of the Master Plan, present the Plan to the Nashua board of aldermen. Includes meeting preparation, and roundtrip travel time.
- d) Print, collate and assemble ten (10) hard copies and four (4) electronic copies of the Master Plan (2 of each are required for NHDOT).
- e) Assist the Owner in the preparing and processing FAA Requests for Grant Reimbursement. It is assumed that 16 each will be prepared as part of this project.
- f) Assist the Owner in compiling and preparing FAA required financial and other annual reporting.
- g) Retaining records and a file system for three (3) years after submission of the final payment request.

ARTICLE E- CONSTRUCTION ADMINISTRATION
(Not used in this Agreement)

ARTICLE F- TECHNICAL OBSERVATION OF CONSTRUCTION
(Not used in this Agreement)

ARTICLE G- SCHEDULE

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

Project Schedule

Scoping Meeting	September 2015
Contract Negotiations	February 2016
*FAA Grant Issued	August 2016
Draft Executive Summary	September 2016

Boire Field
Nashua, New Hampshire
Master Plan Update 2016
Scope of Work

Draft Chapter 1	September 2016
First MPC Meeting	September 2016
Draft Chapter 2	November 2016
Draft Chapter 3	December 2016
Draft Chapter 4 Aviation Forecast Review	January 2017
Second MPC Meeting	February 2017
Draft Chapter 5 Facilities Requirements Review	April 2017
Draft Chapter 6 Future Airport Development Review	June 2017
Third MPC Meeting	July 2017
Draft Chapter 7	September 2017
Draft Chapter 8 Alternatives Analysis Review	October 2017
Fourth MPC Meeting	November 2017
Draft Chapter 9 Schedule of Improvements Review	February 2018
Fifth MPC Meeting	March 2018
Draft Chapter 10 ALP Review	May 2018
Draft Chapter 11	May 2018
Client Group Review	July 2018
Public Meeting	August 2018
Final Plans and Report	October 2018

*Assumes FAA Grant is issued, contracts executed, and with 15 days of issue of notice to proceed by NAA.

ARTICLE H- DELIVERABLES

The following deliverables are to be provided by the CONSULTANT or MPC in accordance with ARTICLES A through F, below:

ARTICLE A.I- Project Development

- Final scope of work
- One (1) grant application for funding assistance
- Four (4) copies of the Agreement between Gale and the Owner

ARTICLE B.X- Chapter 10: Airport Layout Plan

- Six (6) hard copies and six (6) electronic (PDF and/or CD) copies of the ALP consisting of approximately 13 sheets, 22x34 in size

ARTICLE D- Project Administration

- Ten (10) hard copies and four (4) electronic (PDF and/or CD) copies of the Master Plan
- Grant Assurances- summary
- Preparing and processing 16 grant reimbursement requests
- Compiling and preparing FAA required financial and other annual reporting
- Retain records for three (3) years

ARTICLE E- Construction Administration

Boire Field
Nashua, New Hampshire
Master Plan Update 2016
Scope of Work

(Not used in this agreement)

ARTICLE F- Technical Observation of Construction

(Not used in this agreement)

MPC Work Products

ARTICLE B.I- Chapter 1: Introduction

- Outline of the role of the MPC and its responsibilities throughout the planning process

ARTICLE B.III- Chapter 3: Existing Environmental Conditions and Sensitive Areas

- Disseminating and collecting noise surveys and forwarding to Gale, as well as providing Gale with a log of noise complaints received
- Providing Gale with typical jet run-up procedures, and complaints received from abutters with respect to fumes from jets

ARTICLE B.IV- Chapter 4: Forecasts of Aviation Demand and Capacity

- 2016 based aircraft inventory, and 2015 operation level breakdown by aircraft
- Documentation related to the Airport's fuel flow
- Information to Gale related to the Airport's hangar demand

ARTICLE B.VI- Chapter 6: Future Airport Development

- Providing Gale with a comprehensive list of existing businesses located at the Airport
- Providing Gale with the based aircraft owners addresses
- Documenting the Airport's rental rates and coordinating with three comparable airports to obtain their rental rate data
- Providing Gale with a comparison of rental rate data to be included in the Master Plan
- Providing Gale with its current land or other applicable airside rental rates
- Providing Gale with a complete list of leases with expiration dates
- Providing Gale with potential concepts to increase public activity with the airport environment

ARTICLE B.VII- Chapter 7: Sustainability

- Providing Gale with the Airport's financial information over the proposed time period (5 years)
- Providing Gale with the amount of leasable area, current utilization, and availability
- Providing Gale with an inventory of businesses utilizing the airport, and their purpose for using the airport

ARTICLE B.X- Chapter 10: Airport Layout Plan

- Provide Gale with existing rules, regulations, and minimum standards, and highlight major elements of each
- Provide Gale with existing list of deeds, easements, leases, rental agreements, operation agreements, and the terms of each
- Provide Gale with documentation from previous Land Use Compliance Audit reports

Section 1.0 Project Cost Summary

Article A- PROJECT DEVELOPMENT			
Description	Billing Type	Base Fee	Subtotal All Fees
A.I Project Development	LS	\$34,000	
A.II Executive Summary	LS	\$2,500	
	Subtotal	\$36,500	
Article B- Airport Planning			
Description	Billing Type	Base Fee	Subtotal All Fees
B.I- Introduction	LS	\$9,908	
B.II- Existing Facilities	LS	\$37,204	
B.III- Existing Enviromental Conditions and Sensitive Areas	LS	\$20,242	
B.IV- Forecasts of Aviation Demand and Capacity	LS	\$39,911	
B.V- Facility Requirements	LS	\$22,991	
B.VI- Future Airport Development	LS	\$52,585	
B.VII- Sustainability	LS	\$11,566	
B.VIII- Development and Evaluation of Alternatives	LS	\$53,050	
B.IX- Schedule of Improvements	LS	\$12,500	
B.X- Airport Layout Plan	LS	\$65,034	
B.XI- Airport Compliance	LS	\$41,989	
	Subtotal	\$366,980	\$366,980
Article D- Grant Administration			
Description	Billing Type	Base Fee	Subtotal All Fees
D.I Grant Administration	LS	\$36,520	
	Subtotal	\$36,520	\$36,520
GRAND TOTAL			\$440,000

Abbreviations of Billing Type:

LS= Lump Sum

Roundtrip Mileage From Bedford, NH to ASH= 32

Roundtrip Mileage From Bedford, NH to FAA= 100

Roundtrip Mileage From Bedford, NH to NHDOT/BA= 50

Article A- PROJECT DEVELOPMENT

Task A.1- Project Development

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Pre-scoping meeting on September 21, 2015 with the Client Group at the Airport to discuss topics to be included in the Master Plan. Includes meeting, meeting preparation, and travel time (1 roundtrip).	G	4	8	4		1	17
b)	Preparing a preliminary scope of work for review by the Client Group. The purpose of the general scope of work is to document the direction and understanding of the project by the Client Group.	G	20	40	12		2	74
c)	Meeting with the Client Group, and the FAA on October 8, 2015 at the Airport for a presentation on Planning for Compliance and how to include compliance in the Master Plan (includes travel time).	G		5			1	6
d)	Telephone conference with the Client Group and the FAA to discuss the proposed scope of work for the compliance chapter. This task includes Gale's efforts to prepare a draft compliance chapter scope of work, and coordination with NHDOT in developing the compliance chapter scope of work. This assumes three (3) telephone conference calls, and meeting preparation.	G	4	8				12
e)	Preliminary scoping meeting with the Client group at Gale's office on December 9, 2015 (one (1) meeting, and meeting preparation) to discuss the preliminary scope of work and discuss any necessary changes, additions, etc., or requirements for the Master Plan.	G	8	12	4		2	26
f)	Preparing and transmitting a revised draft scope of work to the Client Group based on comments from the December meeting	G	2	8	16	2		28
g)	Finalizing the scope of work based on comments received during the preceding meetings, and transmitting to the Client Group via email.	G	1	2	8		1	12
h)	Assisting the Owner in preparing and submitting one (1) grant application for funding assistance (assumes 5 copies of the application) to the NHDOT/BA by April 1, 2016.	G		8			2	10
i)	Preparing a "zeroed-out" spreadsheet for use by the independent fee estimator (IFE), and transmitting the "zeroed-out" spreadsheet to the Owner, as well as any other relevant material.	G		1				1
j)	Negotiating the scope and fee with the Owner. One meeting on February 2, 2016 at Gale's office and includes revisions to the scope and fee.	G	4	12	4			20
k)	Preparing four (4) copies of the Agreement between Gale and the Owner.	G		2			4	6

Total Hours	7	58	108	26	0	13	212
Hourly Rate	\$65	\$55	\$42	\$37	\$32	\$27	
Direct Labor Cost	\$455	\$3,190	\$4,536	\$962	\$0	\$351	

Totals							
Dir. Labor	\$9,494.00						
OH @2.08	\$19,747.52						
Total Labor	\$29,241.52						
Expenses	\$323.70						
Subconsultants	\$0.00						
Subtotal- Subconsultant	\$0.00						
15% Profit	\$4,434.78						
Total	\$34,000.00						

Expense Detail:	
Travel	\$39.00
Repro	\$250.00
Postage	\$34.70
Misc	
Total	\$323.70

A.II- Executive Summary

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Provide a concise summary of the findings/recommendations of the master planning effort and/or changes to the ALP. This will include a brief description of planned projects, an implementation schedule, and results of aeronautical forecasts.	G	1	7			2	10
b)	Draft executive summary and transmit to the MPC for review.	G	1	2			2	5
c)	Revise the executive summary based on feedback obtained from the MPC, and transmit revisions to the MPC.	G		2				2
Total Hours			1	11	0	0	4	17
Hourly Rate			\$65	\$55	\$42	\$37	\$32	\$27
Direct Labor Cost			\$65	\$55	\$462	\$0	\$0	\$108
Totals								
Dir. Labor			\$690.00					
OH @ 2.08			\$1,435.20					
Total Labor			\$2,125.20					
Expenses			\$48.71					
Subconsultants			\$0.00					
Subtotal- Subconsultant			\$0.00					
15% Profit			\$326.09					
Total			\$2,500.00					

Expense Detail:	
Travel	\$0.00
Repro	\$42.40
Postage	\$0.00
Misc	\$6.31
Total	\$48.71

Article B- AIRPORT PLANNING- MASTER PLAN UPDATE
 B.I- Chapter 1: Introduction

Subtask	Description		Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Document the master planning history at the Airport and describe the objectives of this master plan.	G		2	8				10
b)	Define the Planning Process to be used in developing the Master Plan, including guidance from FAA Advisory Circular (AC) 150/5070-6A, Airport Master Plans.	G		2	6				8
c)	Provide an overview of the role of the Master Plan Committee (MPC). The Chair of the MPC will provide Gale with the role of the MPC and the MPC's responsibilities throughout the planning process.	G		1	2				3
d)	Draft Chapter 1 and transmit to the MPC for review prior to the MPC meeting.	G	1	2	12			2	17
e)	Attend one (1) MPC meeting at the Airport. Includes meeting preparation and roundtrip travel time.	G		4	6	2			12
f)	Revise Chapter 1 based on feedback obtained during the MPC meeting, and transmit revisions to the MPC.	G		2	8			2	12

Total Hours	1	13	42	2	0	4	62
Hourly Rate	\$65	\$55	\$42	\$37	\$32	\$27	
Direct Labor Cost	\$65	\$715	\$1,764	\$74	\$0	\$108	

Totals							
Dir. Labor	\$2,726.00						
OH @2.08	\$5,670.08						
Total Labor	\$8,396.08						

Expense Detail:	
Travel	\$19.50
Repro	\$150.00
Postage	\$50.00
Misc	
Total	\$219.50

Expenses \$219.50

Subconsultants \$0.00
 Subtotal- Subconsultant \$0.00

15% Profit \$1,292.34
 Total \$9,808.00

B.II- Chapter 2: Inventory of Existing Facilities

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Brief written description of the Airport's location, including the regional setting, and land use patterns around the Airport.	G	1	4				5
b)	Brief written description of the background and history of the existing runway and what lead to its implementation/construction.	G	1	4	1			6
c)	Brief written description of the history of the airport, its aeronautical role in National Plan of Integrated Airport Systems (NPIAS), 2015 State Airport System Plan, and its role in the community.	G	1	6			1	8
d)	Brief description of the Airport's management structure, including crash, fire, and rescue services, snow removal, and airport maintenance.	G	2	4			2	8
e)	Provide a written description of the existing terminal services, airport amenities, and other facilities that accommodate users. This task assumes the MPC will provide Gale with a list of terminal services, amenities, and other facilities to be included in the documentation.	G	2	4				6
f)	Describe the Airport's existing geometry and design standards as defined by its Approach and Departure Reference Code. This includes a description of the Airports approach capabilities and navigation aid critical areas.	G	2	8	12	8		30
g)	Provide an inventory of airside facilities, including aircraft parking (space, aprons, hangars, runway inventory, safety areas, runway protection zone, object free areas, taxiway/taxilane design, and other operational issues associated with airfield pavement. This includes a review and brief overview of the results of the previously prepared Pavement Condition Index study conducted for the Airport by NHDOT.	G	4	16	20	10		50
h)	Provide an inventory of current airport lighting, including runway lights, runway end identifier lights, guidance systems, threshold lights, taxiway lights, navigation aids, etc. This task will identify the ownership for specific equipment. This task includes one (1) site visit to verify information. The MPC is responsible for identifying and providing Gale with ownership information related to the equipment.	G	2	4	8	12		26
i)	Provide an inventory of the Airport's current pavement markings, including runway markings, taxiway/taxilane markings, and signage.	G	2	8	2			12
j)	Provide an inventory and description of landside facilities, including terminal building, fencing, automobile parking, miscellaneous buildings, major utilities, etc.	G		8	2			10
k)	Brief written description of miscellaneous facilities and support equipment, including snow removal equipment, security fencing, airport's existing maintenance plan, etc. This task assumes the MPC will provide Gale with a list of miscellaneous facilities and support equipment, including snow removal equipment, security fencing, airport's existing maintenance plan, etc.	G		8	4			12
l)	Develop a list of existing critical data (i.e. ARC, DRC, etc.) to be included in the front of the Master Plan, and a blank sheet for future updating capabilities by Airport personnel.	G	2	8	2		4	16
m)	Provide a plan that graphically displays all existing facilities.	G		4	8	5	40	57
n)	Draft Chapter 2 and transmit to the MPC.	G	2	2	12		2	18
Total Hours			2	25	102	56	70	264
Hourly Rate			\$65	\$55	\$42	\$37	\$32	\$27
Direct Labor Cost			\$130	\$1,375	\$4,284	\$2,072	\$2,240	\$243
Totals								
Dir. Labor		\$10,344.00						
Orn @ 2.00		\$21,515.52						
Total Labor		\$31,859.52						
Expenses		\$492.00						
Subconsultants		\$0.00						
Subtotal- Subconsultant		\$0.00						
15% Profit		\$4,852.73						
Total		\$37,204.00						
			Expense Detail:					
					Travel	\$39.00		
					Repro	\$330.00		
					Postage	\$100.00		
					Misc	\$23.00		
					Total	\$492.00		

B.III- Chapter 3: Existing Environmental Conditions and Sensitive Areas

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Describe the Airport's existing and previously identified environmental conditions, including wetlands, rare species habitats, archaeological/historical resources, and surrounding land uses.	G	8	20	2		2	32
b)	Provide the MPC with a survey regarding the concept of noise and the airport to be distributed to airport abutters. The MPC will be responsible for disseminating and collecting the surveys and forwarding the surveys to Gale for analysis. This task assumes that the Airport will provide a log of complaints received or other information related to this perceived issue. Gale will summarize the data from the collected surveys and work with the MPC to identifying patterns of complaints.	G	2	12	2			16
c)	Provide a written description of the existing jet run-up procedures, and the concern with fumes being blown toward neighboring properties. This task assumes the MPC will provide Gale with typical jet run-up procedures, and complaints received from abutters with respect to fumes from jets.	G	2	4	2			8
d)	Provide a plan that graphically displays environmentally sensitive areas to assist in understanding constraints to potential developable areas.	G		16	14	42		72
e)	Draft Chapter 3 and transmit to the MPC.	G	2	2	8		2	14

Total Hours	2	14	60	20	42	4	142
Hourly Rate	\$65	\$55	\$42	\$37	\$32	\$27	
Direct Labor Cost	\$130	\$770	\$2520	\$740	\$1344	\$108	

Totals		Expense Detail:	
Dir. Labor	\$5,612.00	Travel	\$0.00
OH @2.08	\$11,672.96	Repro	\$150.00
Total Labor	\$17,284.96	Postage	\$116.35
		Misc	\$50.00
		Total	\$316.35

Expenses	\$316.35
Subconsultants	\$0.00
Subtotal- Subconsultant	\$0.00
15% Profit	\$2,640.20
Total	\$20,242.00

8.IV- Chapter 4: Forecasts of Aviation Demand and Capacity

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Brief written description of the 2016 based aircraft inventory and 2015 operation levels by aircraft. The MPC is responsible for providing Gale with the 2016 based aircraft inventory, and 2015 operation level breakdown by aircraft type.	G	2	4				6
b)	Forecast future levels of aviation demand at the Airport during the 5-year, 10-year, and 20 year planning periods. Forecasts shall be based upon recent history of based aircraft, tower counts, noise technical report counts, 2015 State Airport System Plan, FAA terminal area forecasts, and Aerospace forecasts.	G	1	20	60	18		99
c)	Brief written description local operations fleet mix, itinerant operations fleet mix, instrument operations, and peak operations. This task assumes the MPC will provide Gale with the breakdown of operations.	G	2	4				6
d)	Brief written description of the Airport's fuel flow data during the Airport's peak operations. This task assumes the Airport will provide documentation related to its fuel flow.	G	2	4				6
e)	Brief written description of the Airport's annual (or seasonal) hangar demand. This task assumes the MPC will provide Gale with information related to the Airport's hangar demands.	G	2	4				6
f)	Compare the characteristics (i.e. runway length, hangar space, towered airport, etc.) of Boire Field against four (4) airports of similar size and document Boire Field's comparable capabilities and shortcomings.	G	20	40				60
g)	Draft Chapter 4 and transmit to the MPC prior to the MPC meeting. The intent is for Chapters 1-4 to be transmitted to the MPC at the same time prior to the meeting.	G						60
h)	Meet with the MPC to present the results of the aviation forecast analysis, and discuss chapters 2, 3, and 4. Assumes one (1) meeting at the Airport, and includes meeting preparation and roundtrip travel time.	G	4	12	6			22
i)	Revise Chapters 2, 3 and 4 based on input obtained during the MPC meeting, and forward revisions to the MPC.	G	2	6			4	14
Total Hours			2	58	160	24	0	252
Hourly Rate			\$65	\$55	\$43	\$37	\$33	\$27
Direct Labor Cost			\$130	\$3,190	\$6,720	\$888	\$0	\$736
Totals								
Direct Labor			\$11,144.00					
Overhead			\$23,176.52					
Total Labor			\$34,320.52					
Expenses			\$381.39					
Subconsultants			\$0.00					
Subtotal-Subconsultant			\$0.00					
15% Profit			\$5,205.74					
Total			\$39,911.00					

		Expense Detail:		Travel	\$19.50
				Repro	\$250.00
				Postage	\$56.66
				Misc	\$55.23
				Total	\$381.39

B.V- Chapter 5: Facility Requirements

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Evaluate the Airport's existing facilities based on the forecasts established in Chapter 4.	G	16	40	16	10		82
b)	Provide a table documenting the relative age, condition, and life expectancy of facilities, and the year when facilities are eligible for reconstruction/replacement. This task includes one (1) site visit to verify conditions.	G	2	8	16	16	2	44
c)	List the airport deficiencies as documented in task b) above.	G	1	2	1			4
d)	Provide a list of recommendations for future airfield maintenance and capital improvements.	G	2	6	4			14
e)	Draft Chapter 5 and transmit to the MPC.	G	1	2	8		2	13

Total Hours	1	23	66	37	26	4	157
Hourly Rate	\$65	\$55	\$42	\$37	\$32	\$27	
Direct Labor Cost	\$65	\$1,265	\$2,772	\$1,369	\$832	\$108	

Totals							
Dir. Labor	\$6,411.00						
OH @2.08	\$13,334.88						
Total Labor	\$19,745.88						

Expense Detail:	
Travel	\$19.50
Repro	\$150.00
Postage	\$50.00
Misc	\$26.45
Total	\$245.95

Expenses	\$245.95
----------	----------

Subconsultants	\$0.00
Subtotal Subconsultant	\$0.00

15% Profit	\$2,961.77
Total	\$22,991.00

B.VI- Chapter 6: Future Airport Development

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Brief written description outlining the businesses located at the Airport (inside the fence only). This task assumes the Airport will provide a comprehensive list of existing businesses located at the Airport.	G	1	4				5
b)	Review the City's airport zoning, and make recommendations for changes, if necessary. The purpose of this task is strictly to identify conflicting land uses that could potentially conflict with existing airport operations.	G	1	10				11
c)	Define the Airport's service area and document the presence of other airports that may be competing with Boire Field. The service area will be primarily defined by using the mailing address of based aircraft owners. The MPC will provide Gale with the based aircraft addresses.	G	1	10				11
d)	Document the socioeconomic characteristics of the community; in particular, the demographics (population and income) within the Airport's service area using the most recent available US Census data.	G	1	12				13
e)	The MPC is responsible for documenting the Airport's rental rates (inside the fence facilities only) and providing an evaluation of rental costs against three (3) airports normally considered as comparable to Boire Field (e.g. Fitchburg Municipal Airport, Concord Municipal Airport, and Lawrence Municipal Airport) to determine if the Airport is maximizing its rental income. This task assumes that the three comparable airports are willing to share their data. This task assumes the MPC will coordinate with and gather pertinent data from the three comparable airports. The MPC is responsible for providing Gale with a comparison of data which Gale will include as a write up in the Master Plan.	G	2	8				10
h)	Identify areas where the Airport can grow its terminal facilities. This includes an evaluation of the potential location of corporate hangars vs. C-hangars, tie-downs, etc. The MPC will provide Gale with a complete list of leases and expiring leases.	G	8	40	20	12		80
g)	Identify potential areas for future landing, self-serve fuel facilities, and solar panel locations. This task will include listing the site requirements associated with each of the three facilities.	G	2	12	6	10		30
nj)	Define the future role of Boire Field as a NPIAS airport and how it would potentially be utilized in the event of an emergency in the region.	G	2	6				10
i)	Identify potential terminal building locations, including a possible extension to, or reuse of the Daniel Webster building.	G	4	12	12	4		32
ii)	Identify potential uses (limited to two uses: C-hangars vs. non-aeronautical use) for the development of India ramp, including what infrastructure needs would be required for development in this area. Include reference to the FAA grant assurances, and requirements for a land release, and deed restrictions applicable to the India ramp area, if any.	G	16	52	24	8		80
k)	Provide a plan that graphically combines the airside and landside critical areas, and environmental and sensitive areas to assist in identifying suitable areas for future airport development.	G	2	2	4	16		24
l)	Draft Chapter 6 and transmit to the MPC. The intent is for Chapters 5-6 to be transmitted to the MPC at the same time prior to the meeting.	G	4	12	4		7	22
m)	Meet with the MPC to discuss possible future airport development and facility requirements. The results of this meeting will be used to develop the alternatives in Chapter 8. This assumes one (1) meeting at the Airport and includes meeting preparation and roundtrip travel time.	G	4	12	4			20
n)	Revise Chapters 5 and 6 based on feedback obtained during the MPC meeting and forward revisions to the MPC.	G	2	8				10

Total Hours	0	50	182	74	50	2	358
Hourly Rate	\$65	\$55	\$42	\$37	\$32	\$27	
Direct Labor Cost	\$0	\$2,750	\$7,644	\$2,738	\$1,600	\$54	

Totals			Expense Detail:		Travel	\$19.50
Dir. Labor	\$14,786.00				Reprc	\$115.00
OH @ 2.08	\$30,754.88				Postage	\$50.61
Total Labor	\$45,540.88				Misc	\$0.00

Expenses	\$185.11				Total	\$185.11
----------	----------	--	--	--	-------	----------

Subconsultants	\$0.00
Subtotal- Subconsultant	\$0.00

15% Profit	\$6,858.90
Total	\$52,585.00

B.VII- Chapter 7: Sustainability

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Brief introduction on the importance and benefits of economic sustainability for the Airport.	G	2	8				10
b)	Discuss actions which the NAA could take to make a proposed terminal complex the focal point of the airport, and list services appropriate to achieve this objective.	G	2	8	4			14
c)	Identify ways in which the Airport can convey the value of the airport to the city, state, and region through various partnerships.	G	3	16				19
d)	Brief written description of major businesses utilizing the airport and how they use it. This task assumes the MPC will provide Gale with an inventory of business utilizing the airport, and their purpose for using the airport.	G	1	4				5
e)	Reference FAA procedures related to hosting non-aeronautical events at obligated airports.	G	2	4				6
f)	Draft Chapter 7 and transmit to the MPC.	G	1	2	12		4	19

Total Hours	1	12	52	4	0	4	73
Hourly Rate	\$65	\$55	\$42	\$37	\$32	\$27	
Direct Labor Cost	\$65	\$660	\$2,184	\$148	\$0	\$108	

Totals							
Dir. Labor	\$3,165.00				Travel	\$0.00	
OH @2.08	\$6,583.20				Repro	\$249.14	
Total Labor	\$9,748.20				Postage	\$0.00	
					Misc	60.05	
					Total	\$309.19	

Expenses \$309.19

Subconsultants \$0.00
 Subtotal-Subconsultant \$0.00

15% Profit \$1,506.61
 Total \$11,566.00

B.VIII- Chapter 8: Development and Evaluation of Alternatives

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Develop four (4) airfield alternatives (including a no-build alternative) designed to maximize potential airport development over the next 20-year planning period. The development of alternatives and their characteristics will be derived from the results of the meeting at the conclusion of Chapter 6.	G	20	40	20	80		160
b)	Evaluate the baseline "no-build" alternative and the three (3) remaining alternatives by applying physical, operational, environmental, permitting, security, and estimated planning level costs to each alternative to determine suitability for implementation. Coordination with the MPC, if needed, will occur via email and telephone.	G	16	40	20	40		116
c)	Draft Chapter 8 and transmit to the MPC. The intent is for Chapters 7-8 to be transmitted to the MPC at the same time prior to the MPC meeting.	G	2	8	24		4	42
d)	Meet with the MPC to discuss the results of the alternatives analysis and adopt a preferred alternative. This assumes one (1) meeting with the Master Plan Committee at the Airport, and includes meeting preparation and travel time.	G	4	12	4			20
e)	Upon adoption by the MPC, present the preferred alternative (Proposed Ultimate Layout Plan) to the NAA.	G	2	8				10
f)	Provide a graphic and written description of the preferred alternative once approved by the NAA.	G	2	8		4	1	15
g)	Revise Chapters 7 and 8 based on feedback obtained during the MPC and NAA meetings, and forward revisions to the MPC.	G	1	2	4		1	8

Total hours	5	24	136	46	124	6	371
Hourly Rate	\$60	\$50	\$40	\$37	\$36	\$27	
Direct Labor Cost	\$195	\$1,200	\$5,440	\$1,702	\$4,464	\$162	

Totals								
Dir. Labor	\$14,783.00							
Overhead	\$30,749.64							
Total Labor	\$45,531.64							
Expenses	\$599.00							
Subconsultants	\$0.00							
Subtotal-Subconsultant	\$0.00							
15% Profit	\$6,830.80							
Total	\$53,050.00							

Expense Detail:	
Travel	\$39.00
Repro	\$500.00
Postage	\$60.00
Misc	0
Total	\$599.00

B.IK- Chapter 9: Schedule of Improvements

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Provide the MPC with draft schedule of improvements including estimated costs and required permits.	G	2	6	8		2	18
b)	Assist the OWNER in establishing project priorities relative to airport need, permitting and funding availability. This includes one (1) meeting with the MPC at the Airport, meeting preparation, and roundtrip travel time.	G	4	12	4			20
c)	Revise the schedule of improvements based on feedback obtained during the MPC meeting and transmit revision to the MPC.	G	2	6				8
d)	Provide an interactive or fillable schedule of improvements for the OWNER to use.	G	2	8				10
e)	Draft Chapter 9 and transmit to the MPC.	G	1	2	12		4	19
f)	Revise Chapter 9 based on feedback obtained from the MPC.	G	2	4				6

Total Hours	1	14	48	12	0	6	81
Hourly Rate	\$65	\$55	\$42	\$37	\$32	\$27	
Direct Labor Cost	\$65	\$770	\$2,016	\$444	\$0	\$162	

Totals								
Dir. Labor	\$3,457.00							
OH @2.08	\$7,190.56							
Total Labor	\$10,647.56							

Expense Detail:	
Travel	\$0.00
Repro	\$150.00
Postage	\$0.00
Misc	\$72.00
Total	\$222.00

Expenses \$222.00

Subconsultants \$0.00
 Subtotal- Subconsultant \$0.00

15% Profit \$1,630.43
 Total \$12,500.00

B.X Chapter 10: Airport Layout Plan

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Cover Sheet- develop a cover sheet, with approval signature block, airport location maps, and other pertinent information.	G		2	2	4		8
b)	Airport Layout Plan- develop a drawing depicting the existing and future airport facilities. This includes all applicable design standards contained in the latest version of AC 150/5300-13.	G	4	20	16	40		80
c)	Data Sheet- develop a separate sheet containing basic airport and runway data tables.	G	1	4	2	10		17
d)	Facilities Layout Plan- develop a drawing that depicts existing and future facilities, and only critical, non-overlapping clearance criteria, with minimal text.	G	2	4	4	20		30
e)	Terminal Area Plan(s) - develop a plan(s) that presents a large-scale depiction of areas with significant terminal facility development.	G	2	4	8	28		42
f)	Airport Airspace Drawing- develop a plan depicting obstacle identification surfaces for the full extent of all airport development. This includes a depiction of airspace obstructions for the portions of the surfaces excluded from the Inner Portion of the Approach Surface Drawing. This task assumes one (1) site visit to verify obstructions.	G	2	4	8	32		46
g)	Inner Portion of the Approach Surface Drawing- develop a drawing that contains the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77.	G	2	4	6	20		32
h)	FAA Airport Land Use Drawing- develop a drawing depicting the land uses within the airport property boundary.	G	2	4	2	16		24
i)	City Airport Land Use Drawing- develop a drawing depicting land uses and zoning in the area around the airport.	G	2	4	2	16		24
j)	Airport Property Map- develop a drawing depicting the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition.	G	2	4	2	16		24
k)	Runway Departure Surface Drawing- this drawing depicts the applicable departure surfaces as defined in Table 3-2 and Figure 3-4 in FAA AC 150/5300-13.	G	2	4	4	20		30
l)	Utility Drawing- develop a drawing that depicts the location and capacity of major utilities on the airport and in the surrounding area.	G	2	4	2	16		24
m)	Airport Access Plans- develop a separate plan depicting the major routes of various modes of transportation that serve the airport.	G	1	4	2	14		21
n)	Other Plan(s) - develop additional plan(s) to address a unique need at the airport.	G	2	8	2	12		24
o)	Internal review of the ALP, and subsequent submission of the preliminary ALP to the Client Group for review and comment.	G	1	2	6	6		15
p)	Address comments or required changes.	G	2	4	2	10		18
q)	Submit the draft ALP drawing and the completed FAA's Standard Operating Procedures ALP checklist to the reviewing agency to distribute to various FAA offices for airspace review.	G	1	8	2			11
r)	Revise the ALP drawing as necessary and submit to the reviewing agency for distribution.	G	1	2	1	16		20
s)	Creating six (6) hard copies and six (6) electronic copies of the signed ALP (2 for the NHDOT, 2 for the Airport, and 2 for Gale).	G		2			5	7
Total Hours			1	32	96	73	290	457
Hourly Rate			\$65	\$55	\$42	\$37	\$32	\$27
Direct Labor Cost			\$65	\$1,760	\$4,032	\$2,701	\$9,280	\$135
Totals			Expense Detail:				Travel	\$19.50
Dir. Labor		\$17,973.00					Repro	\$1,000.00
OH @ 2.03		\$37,383.84					Postage	\$150.01
Total Labor		\$55,356.84					Misc	\$24.75
Expenses		\$1,194.26					Total	\$1,194.26
Subconsultants		\$0.00						
Subtotal- Subconsultant		\$0.00						
15% Profit		\$8,482.66						
Total		\$65,034.00						

B.XI- Chapter 11: Airport Compliance

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Provide an introduction to the compliance chapter highlighting major obligations associated with the operation and management of Boire Field, as a federally-obligated GA airport.	G	2	4				6
b)	Provide a brief overview of the sponsor's general responsibilities as it pertains to the Airport's status in the National Plan of Integrated Airport System (NPIAS).	G	2	4				6
c)	Briefly define and list the documents (e.g. ALP, Exhibit 'A' Property Map, Airport Ordinance, Zoning Ordinance, Rules and Regulations, Minimum Standards, leases, permits, etc.) that help set the stage for successful compliance.	G	4	8				12
d)	Brief outline of FAA grant assurances that the sponsor is bound by when accepting federal funding.	G	1	4				5
e)	Provide an overview of the Grant Agreement Conditions and Special Conditions (in addition to the standard grant assurances) which the sponsor must adhere to.	G	8	20				28
f)	Provide a list of FAA minimum lease contents that the OWNER can use to apply to future leases, and also be used to evaluate existing leases.	G	2	6			2	10
g)	Provide a non-aeronautical use request checklist (to include short-term, and long-term requests). This task assumes information obtained in Chapter 7 will be sufficient.	G		2				2
h)	Briefly outline the role of the FAA Advisory Circular's, Orders, Regulations, Laws, and Polices and how they apply to the airport.	G	2	8				10
i)	Define the role of the Exhibit A, and when it needs to be updated, along with the implications of including property on the plan.	G	1	4				5
ii)	Brief written outline of the role and summarized content of the Airport's existing Rules and Regulations, and Minimum Standards, if applicable. This task assumes the Airport will provide its existing rules, regulations, and minimum standards, and highlight major elements of each.	G	2	12			4	18
l)	Provide and editable/sortable list of the Airport's deeds: for land and easements, leases, rental agreements, operating agreements, etc., for use by the airport sponsor in managing the terms of these agreements. This task assumes the MPC will provide an existing list of deeds, easements, leases, rental agreements, operating agreements, and the terms of each agreement.	G	1	6			4	11
l)	Provide an overview of the Disadvantage Business Enterprise (DBE) Plan contents, airport sponsor actions required to carry out this plan, and resources available for further assistance.	G	2				12	14
m)	Outline the local zoning ordinance in relation to the Airport, and a plan illustrating surrounding uses. Assumes information collected in Chapter 2 will be sufficient.	G	1	2		4		7
n)	Highlight the major conclusions and recommendations from past FAA Land Use Compliance Audit reports. This task assumes the Airport will provide documentation from previous Land Use Compliance Audit reports.	G	4	16	2			22
o)	Provide a suggested plan of action including implementation timing or frequency by the airport sponsor.	G	4	8	8			20
p)	Provide tracking charts, lists, checklists, tables, etc. for the airport sponsor to use, where applicable.	G	1	6			4	11
q)	Provide FAA-developed educational material (links, documents, plans, etc.) that the airport sponsor can use to inform airport users about airport compliance. This information will be included in a separate appendix.	G	4	12			8	24
r)	Discuss options, if applicable for matching revenues with expenditures.	G	2	8				10
s)	Provide options for identifying/removing barriers to aeronautical revenue production.	G	4	16				20
t)	Outline the process for filing a compliance complaint.	G	1	4				5
u)	Summarize lessons learned and/or take-aways from this chapter.	G	2	8	16			26

Total Hours	2	56	170	10	4	34	276
Hourly Rate	\$65	\$55	\$42	\$37	\$32	\$27	
Direct Labor Cost	\$130	\$3,080	\$7,140	\$370	\$128	\$918	

Totals							
Dir. Labor	\$11,766.00						
OH @ 2.08	\$24,473.28						
Total Labor	\$36,239.28						

Expense Detail:	Travel	\$0.00
	Repro	\$250.01
	Postage	\$0.00
	Misc	23.15
	Total	\$273.16

Expenses \$273.16

Subconsultants \$0.00
Subtotal- Subconsultant \$0.00

15% Profit \$5,476.87
Total \$41,989.00

Article D- GRANT ADMINISTRATION
 Article D.I Project Administration

Subtask	Description	Proj. Prin.	Proj. Mgr.	Planner	Engr.	Cad Tech.	Admin	Total
a)	Provide periodic updates to the NAA on project progress after accomplishment of milestones, and completion of chapters. This assumes 12 meetings with the NAA, meeting preparation and roundtrip travel time. This task assumes that information provided in previous MPC meetings will be sufficient, and that the MPC will take the lead on presenting information to the NAA.	G	24	18	24			66
b)	Unanticipated meetings that may be necessary. Assumes 4 additional meetings at the Airport and roundtrip travel time.	G	4	16	4			24
c)	Upon completion of the Master Plan, present the Plan to the Nashua Board of aldermen. Includes meeting preparation, and roundtrip travel time.	G	12		12			24
d)	Print, collate and assemble ten (10) hard copies and four (4) electronic copies of the Master Plan (2 of each are required for NHDOT).	G	1	1	6		6	14
e)	Assist the Owner in the preparing and processing FAA Requests for Grant Reimbursement. It is assumed that 16 each will be prepared as part of this project.	G		16			38	54
f)	Assist the Owner in compiling and preparing FAA required financial and other annual reporting.	G		16			36	52
g)	Retaining records and a file system for three (3) years after submission of the final payment request.	G		2			20	22

Total Hours	1	41	74	40	0	100	256
Hourly Rate	\$65	\$2,255	\$3,108	\$1,490	\$0	\$2,700	
Direct Labor Cost							

Totals							
Dir. Labor	\$9,608.00					Travel	\$114.00
Overhead	\$19,984.64					Repro	\$1,500.00
Total Labor	\$29,592.64					Postage	\$250.00
						Misc	50.00
						Total	\$2,164.00

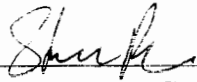
Expenses \$2,164.00

Subconsultants \$0.00
 Subcontractor Subconsultants \$0.00

15% Profit \$4,763.50
Total \$36,520.00

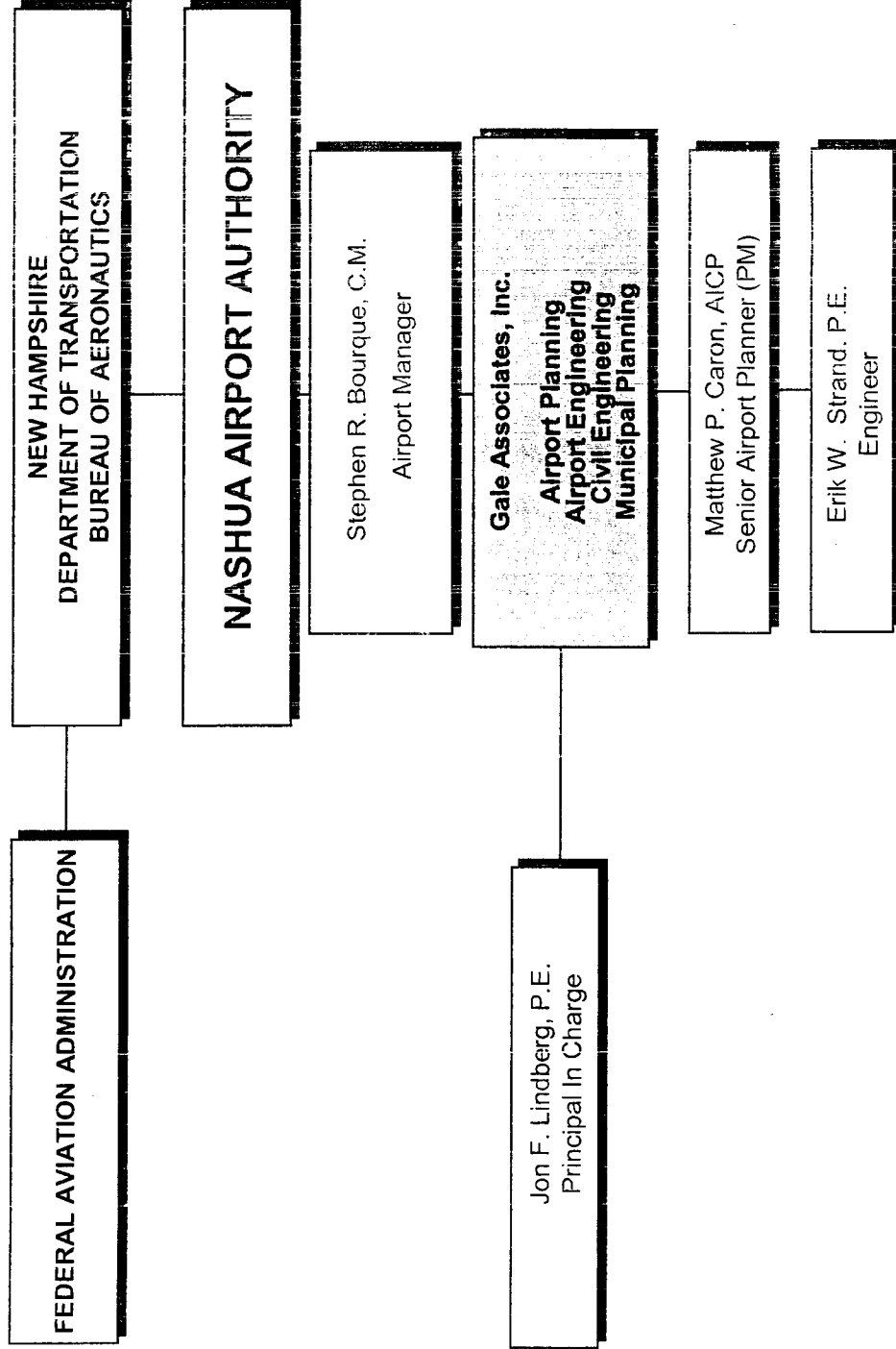
NOTICE TO AIRPORT USERS
BOIRE FIELD- NASHUA, NEW MUNICIPAL AIRPORT
Nashua, New Hampshire
April 2016

The Nashua Airport Authority is seeking federal and state assistance to fund a projected entitled "**Airport Master Plan Update**". 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

Project Organization



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Boire Field

Project Number: SBG-12-16-2016

Description of Work: Airport Master Plan Update (AMPU)

Application

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

Certification Statements

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

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

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

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

Yes No N/A

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

Location 1

Name of Location: Boire Field, Nashua Municipal Airport

Address: 93 Perimeter Road, Nashua, NH 03063

Location 2 (if applicable)

Name of Location: Gale Associates, Inc.

Address: 15 Constitution Dr. Bedford, NH 03110

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

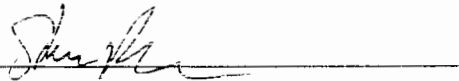
Executed on this 8 day of April, 2016.

Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Stephen R. Bourquo, C.M.

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____



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

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

Sponsor: Nashua Airport Authority

Airport: Boire Field

Project Number: SBG-12-16-2016

Description of Work: Airport Master Plan Update (AMPU)

Application

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

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

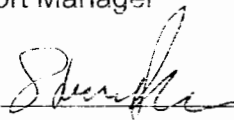
Executed on this 8th day of April, 2016.

Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Stephen R. Bourque, C.M.

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____



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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Nashua Airport Authority

Airport: Boire Field

Project Number: SBG-12-16-2016

Description of Work: Airport Master Plan Update (AMPU)

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:
- Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

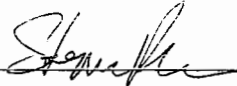
Executed on this 8th day of April, 2016

Name of Sponsor: Nashua Airport Authority

Name of Sponsor's Authorized Official: Stephen Bourque, C.M.

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____



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

Certification 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material 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: 4/8/16

Stephen R. Bourque, C.M.
Name of Airport Sponsor


Signature of Authorized Official

Airport Manager
Title of Authorized Official



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.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- 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.¹
- 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.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 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 Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

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].^{4, 5, 6}
- 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.¹
- 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.¹
- 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).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 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.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 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.
- ⁴ 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.

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

⁶ 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 12/31/2015 (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.