



**Victoria F. Sheehan**  
Commissioner

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



**William Cass, P.E.**  
Assistant Commissioner

May 31, 2019  
Bureau of Aeronautics

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

**REQUESTED ACTION**

Authorize the Pease Development Authority to accept federal funding from the Federal Aviation Administration (FAA) to fund airport planning and development projects at the Portsmouth International Airport at Pease. State and Federal participation in the amount of \$19,224,286.54 is effective upon Governor and Council approval through September 30, 2023. 94.74% Federal Funds (FAA), 5.26% State Funds.

Funding is available as follows:

FY 2019

04-96-96-960030-7537

FAA Projects

034-500161 New Construction

\$19,224,286.54

The funding listed above is an estimated amount that the Pease Development Authority expects to receive from the FAA with the associated state share. The actual airport grant awards will be submitted to Governor and Council for approval with the actual funding account string and exact amount needed to complete the project.

**EXPLANATION**

A total federal amount of \$18,213,183.00 is reflected in the amount requested in the FAA grant application and as awarded from the FAA Supplemental Appropriation (anticipated award announcement attached). The FAA may grant less funding or additional funds depending upon project priority and available funds. It is expected that all funds received by the FAA will be matched with State funding (5% for airports) and each individual project will require Governor and Council approval.

The purpose of this request for Governor and Council approval is to allow the Pease Development Authority and their attorney to execute all FAA grants issued in FFY 2019. This will include any AIP funding that the FAA grants in addition to what was requested in the attached grant applications and as listed on the attached anticipated award for FAA Supplemental Appropriations. In the past, the FAA has issued recovered discretionary funds to the Pease Development Authority at the end of the FFY that were above and beyond the airports original request for FAA funding. This approval would allow the Pease Development Authority and their attorney to sign and accept the FAA funds with the understanding that the actual FAA grants received by the airport for the projects will require further Governor and Council approval. The FAA may issue multiple grant offers to the Portsmouth airport.

The anticipated federal funding requested/awarded, with associated state and local shares are as follows:

Portsmouth Airport FAA grant application for the FAA Reimbursable Agreement	\$ 144,430.00
Portsmouth Airport FAA grant application for Runway Construction	\$ 24,034,885.00
Supplemental Appropriation FAA Funding	<u>\$ 2,222,222.00</u>
Estimated Total Project Costs-FFY 2019	\$ 26,401,537.00

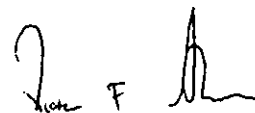
The Department of Transportation will accept the Federal Funds, when granted by FAA, for the AIP projects as a pass through to the Pease Development Authority listed in accordance with RSA 422:15. It is anticipated that the matching State share for the anticipated FAA funding will be \$1,011,103.54. It is anticipated that the matching local share for the anticipated FAA funding will be \$1,011,103.54. The Department of Defense (DOD) will contribute \$6,166,146.92 for the runway construction project. The total estimated funding needed to complete the Portsmouth Airport FFY 2019 AIP program is \$26,401,537.00.

In the event that the federal funds are no longer available, general funds will not be requested to support this program.

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

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

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/tls  
Attachments:

Application for Federal Assistance SF-424

1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

If Revision, select appropriate letter(s):

Other (Specify):

RECEIVED

MAY - 1 2019

NH AERONAUTICS

3. Date Received:

4. Applicant Identifier

Ittoyle, Tanner S's 062865

5a. Federal Entity Identifier:

Alt No. 3-33-0016-xxx-2019

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

a. Legal Name: Pease Development Authority

b. Employer/Taxpayer Identification Number (EIN/TIN):

02-0440365

c. Organizational DUNS:

62-009-4771

d. Address:

Street1:

55 International Drive

Street2:

City:

Portsmouth

County/Parish:

Rockingham

State:

NH: New Hampshire

Province:

Country:

USA: UNITED STATES

Zip / Postal Code:

03801

e. Organizational Unit:

Department Name:

Portsmouth Int'l Arprt @ Pease

Division Name:

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

Prefix:

Ms

First Name:

MARIA

Middle Name:

Last Name:

Stowell

Suffix:

Title: Manager, Engineering

Organizational Affiliation:

Pease Development Authority

Telephone Number: 603-766-9296

Fax Number: 603-427-0433

Email: m.stowell@peasedev.org

Application for Federal Assistance SF-424

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

A: State 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

\* 12. Funding Opportunity Number:

\* Title:

13. Competition Identification Number:

Title:

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

Add Attachment

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

2019 FAA Reimbursable Agreement BAJW-FN-ESA-19-NE-003165 , for ILS and PAPI flight checks and FAA technical oversight to support the Runway 16-34 Reconstruction Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

\* a. Applicant 1st

\* b. Program/Project 1st

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

Add Attachment

Cancel Attachment

View Attachments

17. Proposed Project:

\* a. Start Date: 09/30/2019

\* b. End Date: 10/31/2021

18. Estimated Funding (\$):

* a. Federal	125,987.00
* b. Applicant	7,221.50
* c. State	7,221.50
* d. Local	
* e. Other	0.00
* f. Program Income	
* g. TOTAL	144,639.00

\* 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

Cancel Attachment

View Attachments

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 28, Section 1001)

☒ \*\* I AGREE

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

Authorized Representative:

Prefix: Mr. \* First Name: David  
Middle Name: R.  
\* Last Name: Mullen  
Suffix:

\* Title: Executive Director

\* Telephone Number: 603-433-6089

Fax Number: 603-427-0433

\* Email: d.mullen@peasedev.org

\* Signature of Authorized Representative:



\* Date Signed: 4/22/19

Application for Federal Assistance (Development and Equipment Projects)

PART II - PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an approved PFC application. If included in an approved PFC application, does the application only address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program, its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<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).	
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.	

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

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

The Runway reconstruction involves no major changes in location or layout and is in accordance with the Airport Master Plan and ALP.

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

The sponsor is not in default on any applicable obligations to the United States or any agency of the United States Government.

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

There is nothing that would preclude the successful completion of the project nor compliance with all grant assurances.

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

There are no current plans by local public agencies that conflict with the design, purpose and execution of this project.

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

Fair consideration has been given to applicable community interests associated with the project.

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

The sponsor has undertaken reasonable consultation with affected airport users.

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

A public hearing was not required for this project.

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

The project does not involve the location of an Airport Runway or Runway extension.



PART II - SECTION C (Continued)

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

There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the sponsor.

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

None. The above is based on quitclaim deeds from the United States Air Force to the Pease Development Authority.

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

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

Exhibit A reflects the ownership of all former Pease AFB lands. The Sponsor continues to operate the former Pease AFB as a civilian airport.

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

No property will be acquired with this project.

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

**PART III - BUDGET INFORMATION - CONSTRUCTION**

SECTION A - GENERAL	
1. Federal Domestic Assistance Catalog Number: 20.106	
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B - CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			144,430
14. Subtotal (Lines 1 through 13)			\$ 144,430
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			144,430
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 144,430
19. Federal Share requested of Line 18			129,987
20. Grantee share			7,222
21. Other shares			7,221
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 144,430

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

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share - Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	7,222
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 7,222
25. Other Shares	Amount
a. State	7,221
b. Other	
c. TOTAL - Other Shares	\$ 7,221
26. TOTAL NON-FEDERAL FINANCING	\$ 14,443

SECTION E - REMARKS (Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit "A" property map dated April 10, 2013, and attached to the grant agreement for AIP Project No. SBG-16-01-2013 reflects the current information as of its date.</p> <p>The above mentioned Exhibit "A" is, therefore, incorporated into this project application by reference and made a part hereof.</p>

PART IV - PROGRAM NARRATIVE  
(Suggested Format)

<b>PROJECT:</b> 2019 FAA Reimbursable Agreement #AJW-FN-ESA-19-NE-003165 for ILS/PAPI flight checks & FAA technical oversight
<b>AIRPORT:</b> Portsmouth International Airport at Pease
<b>1. Objective:</b> An FAA Reimbursable Agreement to provide flight checks and FAA technical support to facilitate the reconstruction of Runway 16-34.
<b>2. Benefits Anticipated:</b> Flight checks are to ensure the ILS systems and PAPI's affected by construction are sited and/or operating correctly. FAA Technical support is to ensure that downtime and impacts to the ILS systems are minimized, and systems are operating correctly during and after construction, and coordination of ILS system impacts with the Airport, ATC and FAA stakeholders during construction.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) Environmental Statement, DBE Statement, Statement of Coordination with Airport Users, Statement Regarding Coordination with State Agencies, all included in the attached SECTION IV NARRATIVE.
<b>4. Geographic Location:</b> Portsmouth International Airport at Pease Latitude: 43° 04' 40.64" N Longitude: 70° 49' 23.60" W
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number) Hoyle, Tanner & Associates, Inc. 150 Dow Street, Manchester, NH 03101 Michael C. Rogerson, PE, LEED AP (603-669-5555, x-114)

**PART IV PROGRAM NARRATIVE  
GRANT APPLICATION FOR FEDERAL ASSISTANCE**

**2019 FAA Reimbursable Agreement #AJW-FN-ESA-19-NE-003165 for ILS and PAPI flight checks and  
FAA technical oversight to support the Runway 16-34 Reconstruction Project**

**PEASE DEVELOPMENT AUTHORITY  
Portsmouth International Airport at Pease  
Portsmouth, New Hampshire**

**AIP 3-33-0016-xxx-2019**

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**PROJECT DESCRIPTION**

This grant is for an FAA Reimbursable Agreement #AJW-FN-ESA-19-NE-003165 to support and maintain ILS and visual approach aids during reconstruction Runway 16-34 at Portsmouth International airport at Pease, in Portsmouth, NH.

Their work will generally include:

1. Flight checks by FAA of Precision Approach Path Indicators (PAPIs), both temporary and new permanent installations, to ensure they are sited and functioning properly
2. Flight checks by FAA of existing Instrument Landing Systems (ILS) to ensure that they are not adversely impacted by construction activities
3. Project oversight by FAA technical personnel to ensure no physical adverse impacts are made by construction activities to ILS systems, including approach light systems, and ensure checkpoints on the ground used to verify ILS signals are intact at the end of construction
4. Project oversight and coordination by FAA technical personnel during construction of disabling and enabling of ILS systems, and the systems that control them

An estimate of project costs from Brian Murphy is attached to this PART IV Program Narrative.

**PROJECT SCHEDULE**

The Consultant shall complete the services outlined in the Construction Grant Application:

Project Scoping	February 27, 2019
Grant Application	May 1, 2019
Grant Offer (assumed)	August, 2019
NH DOT Approval	September, 2019
FAA CSPP Submission	May, 2019
Construction (Non, paving, non-AOA)	October-November, 2019
Construction (Runway)	April-November, 2020
Flight Checks (Estimated)	May, July, August, October, 2020
Construction (Taxiway B and C)	April-June, 2021
Closeout	November, 2021

#### **COST BREAKDOWN SUMMARY**

FAA Reimbursable Agreement	\$144,430.00
Federal Share	\$129,987.00
State of New Hampshire Share	\$7,221.50
Sponsor Share	\$7,221.50

#### **E.O. 12372 COORDINATION**

As this project is wholly contained within airport boundaries and no request has been made by the NH Office of Energy and Planning for an E.O. 12372 review, this project is exempt from E.O. 12372 coordination.

#### **ENVIRONMENTAL DECLARATION**

This grant is for:

- FAA flight checks of navigational aids (NAVAIDS)
- FAA Technical Operations oversight of impacts to NAVAIDS

Per FAA Order 1050-1F, item 5-6.3.c, these actions are categorically excluded from requiring a NEPA Environmental Assessment.

The associated construction project grant application contains the following environmental declaration:

*During design efforts in 2018, a NEPA due diligence effort was conducted. In Dec 2018, via email, Richard Doucette (FAA ANE, Environmental) concurred that the project was categorically excluded from an EA. Order 1050.1F, Chapter 5 was cited, specifically paragraphs 5-6.3(b) and Paragraph 5-6.4(e). No extraordinary circumstances were identified per paragraph 5-2, with the exception of coordination with US Fish & Wildlife as described below.*

#### **US FISH & WILDLIFE COORDINATION**

An official species list was obtained from US Fish and Wildlife Service (USFWS) using the Information for Planning and Conservation (IPAC) online tool, on October 22, 2018 (Consultation Code 05E1NE00-2019-SU-0146) and listed the threatened Northern Long Eared Bat (*Myotis septentrionalis*; NLEB). There is no tree removal associated with this project, there will be no potential for impacting this species.

#### **NH DHR COORDINATION**

A review of the locations of work and the airport's prior project documentation regarding the locations of cultural resources protected under NHPA or Section 4(f) was conducted. There are no such resources in the project areas. All impacts will occur within currently disturbed areas that have been repeatedly altered since the airport's expansion to existing boundaries by the US Air Force in 1956.

#### STATE AGENCY PARTICIPATION

The project was coordinated through New Hampshire DOT. Coordination with New Hampshire DOT included CIP, scoping meeting participation and project document review. In addition, NH Fish and Game and NH Natural Heritage Bureau were consulted about mitigating potential impacts to state listed species.

#### STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE STATUS

The Pease Development Authority has race neutral goal for Disadvantaged Business Enterprise participation in any airport project of 1%.

#### STATEMENT OF COORDINATION WITH AIRPORT USERS

The Pease Development Authority has coordinated with airport users about the project throughout the project design, and will continue to coordinate with users before and during construction activities.

## **ADDITIONAL PART IV NARRATIVE DOCUMENTS**

**Correspondence Re: FAA Reimbursable Agreement**



From: Brian.Murphy@faa.gov  
 To: Zederman, Mike C.; tommy@pease-airport.com; M.Glover@pease-airport.com; bob.sides@faa.gov; Carol.Hawkins@pease-airport.com; chris.carr@faa.gov; Bakker@faa.gov; Fran.H.M.  
 Cc: Tim.Wheeler@faa.gov  
 Subject: RE: PRELIMINARY FLIGHT CHECK COSTS ATTACHED - Discovery mtg Action for developing construction support reimbursable agreement for PSM (Portsmouth International Airport at Pease), Portsmouth, NH  
 Date: Tuesday, April 16, 2019 3:09:58 PM

Enclosed, this will be our cost proposal for the 17 calendar month cost to be claimed as part of the reimbursement table agreement with sponsor. The proposal will have some implications

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>Labor</b>	
WB4050, Construction support during phases 1 & 2	\$12,809.00
WB4060, Installation/SSC support during flight checks/ground checks	\$6400.00
Labor Subtotal	\$19,209.00
Labor Overhead	\$3041.43
Total Labor	\$22,250.43
<b>Non-Labor</b>	
WB4050, Travel for construction support	\$2673.00
WB4060, Flight checks for:	
Temporary & permanent non-Federal 16 PAPI	\$17,992.00
Temporary & permanent non-Federal 34 PAPI	\$17,992.00
ILS's on 16/34, end of phase 1	\$37,226.00
ILS's on 16/34, end of phase 2	\$37,226.00
Non-Labor Subtotal	\$113,129.00
Non-Labor Overhead	\$9050.32
Total Non-Labor	\$122,179.32
<b>TOTAL ESTIMATED COST</b>	<b>\$144,429.75</b>

We have included a table during the statement, and would like to see if there is any change in the cost of the reimbursement table agreement with sponsor. The proposal will have some implications

If you have any questions, please call me at 603-233-1234. I am available for a meeting if needed.

Brian.Murphy@faa.gov  
 Director, PSM  
 10000 Highway 1, Portsmouth, NH 03801  
 603-233-1234  
 603-233-1234

been reserved.

Thank you!

Brian C. Murphy  
Planning & Requirements Group  
NAS Planning & Integration (NPI), AJV-E33  
(404) 305-7303  
(404) 583-2671 (cell)



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: 2019 FAA Reimbursable Agreement #AJW-FN-ESA-19-NE-003165, for ILS and PAPI light checks and FAA technical oversight to support the Runway 16-34 Reconstruction Project Hoyle, Tanner Project 062865

### 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: Hoyle, Tanner & Associates, Inc.  
Address: 150 Dow Street, Manchester, NH 03101

**Location 2 (if applicable)**

Name of Location: Pease Development Authority  
Address: 55 International Drive, Portsmouth, NH 03801

**Location 3 (if applicable)**

Name of Location: Portsmouth International Airport at Pease  
Address: 42 Airline Avenue, Portsmouth, NH 03801

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

**Sponsor's Certification**

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

Executed on this 30<sup>th</sup> day of April, 2019

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: 2019 FAA Reimbursable Agreement #AJW-FN-ESA-19-NE-003165, for ILS and PAPI flight checks and FAA technical oversight to support the Runway 16-34 Reconstruction Project Hoyle, Tanner Project 062865

### Application

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

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

### Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).  
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.  
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).  
☒ Yes ☐ No ☐ N/A



8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
  - b. Award is to be made to other than the lowest responsible bidder; and
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☐ Yes ☐ No ☒ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
  - b. Buy American Preferences (Title 49 U.S.C. § 50101)
  - c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
  - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
  - f. Seismic Safety - building construction (49 CFR part 41)
  - g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
  - h. U.S. Trade Restriction (49 CFR part 30)
  - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
  - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

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

**Sponsor's Certification**

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

Executed on this 30<sup>th</sup> day of April, 2019.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: 2019 FAA Reimbursable Agreement #AJW-FN-ESA-19-NE-003165, for ILS and PAPI flight checks and FAA technical oversight to support the Runway 16-34 Reconstruction Project Hoyle, Tanner Project 062865

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
☐ Yes ☐ No ☒ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:  
a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

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

**Sponsor's Certification**

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

Executed on this 30<sup>th</sup> day of April, 2019.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: 2019 FAA Reimbursable Agreement #AJW-FN-ESA-19-NE-003165, for ILS and PAPI flight checks and FAA technical oversight to support the Runway 16-34 Reconstruction Project Hoyle, Tanner Project 062865

#### 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 160/6100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).  
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(l)).  
☒ 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:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place (2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

#### Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing 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 30<sup>th</sup> day of April, 2019

Name of Sponsor: Peace Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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.



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

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Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: 2019 FAA Reimbursable Agreement #AJW-FN-ESA-19-NE-003165, for ILS and PAPI flight checks and FAA technical oversight to support the Runway 16-34 Reconstruction Project Hoyle, Tanner Project 062865

### 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 30<sup>th</sup> day of April, 2019.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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 REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

### Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION	
Peace Development Authority	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: [ ]	* First Name: David Middle Name: R.
* Last Name: Sullivan	Suffix: [ ]
* Title: Executive Director	
* SIGNATURE: [Signature]	* DATE: 4/30/19



FAA  
Airports

## ASSURANCES

### Airport Sponsors

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

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

#### Executive Orders

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

#### Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>1</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### Specific Assurances

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

#### Footnotes to Assurance C.I.

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

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

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

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

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

**b. Private Sponsor:**

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.



- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

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

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

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

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

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

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

### 23. Exclusive Rights.

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

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

### 24. Fee and Rental Structure.

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

### 25. Airport Revenues.

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

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

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

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



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

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

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

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

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

c. Duration.

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

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

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

"The 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 18 April 2019 (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.

Application for Federal Assistance SF-424

1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

RECEIVED

MAY - 1 2019

NH AERONAUTICS

3. Date Received:

4. Applicant Identifier:

Hoyle, Tanner #1's 062865

5a. Federal Entity Identifier:

AIP No. 3-33-0016-XXX-2019

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

a. Legal Name:

Peace Development Authority

b. Employer/Taxpayer Identification Number (EIN/TIN):

02-0440365

c. Organizational DUNS:

62-009-1771

d. Address:

Street1:

55 International Drive

Street2:

City:

Portsmouth

County/Parish:

Rockingham

State:

NH: New Hampshire

Province:

Country:

USA: UNITED STATES

Zip / Postal Code:

03801

e. Organizational Unit:

Department Name:

Portsmouth Int'l Airt 0 Pease

Division Name:

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

Prefix:

Ms

\* First Name:

Maria

Middle Name:

\* Last Name:

Stowell

Suffix:

Title:

Manager, Engineering

Organizational Affiliation:

Peace Development Authority

\* Telephone Number:

603-766-9296

Fax Number:

603-427-0433

\* Email:

m.stowell@peasedev.org



Application for Federal Assistance SF-424

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

A: State 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

\* 12. Funding Opportunity Number:

\* Title:

13. Competition Identification Number:

Title:

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

Add Attachment

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

Reconstruct, Light, Sign and Mark Runway 16-34; Replace PAPI's, Windcones and Rotating Beacon;  
Reconstruct Remainder of Taxiway B & C (Add Alt 1);  
Reconstruct Part of South Holding Bay (Add Alt 2)

Attach supporting documents as specified in agency instructions.

Add 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.

17. Proposed Project:

\* a. Start Date:

\* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="16,053,155.00"/>
* b. Applicant	<input type="text" value="892,771.04"/>
* c. State	<input type="text" value="892,771.04"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text" value="6,182,146.92"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="24,031,885.60"/>

\* 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

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 (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an approved PFC application. If included in an approved PFC application, does the application only address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ on _____	% as approved by _____ (Date) (2 CFR part 200, appendix VII). (the Cognizant Agency)
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.	

**PART II - SECTION B**

**Certification Regarding Lobbying**

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

The Runway reconstruction involves no major changes in location or layout and is in accordance with the Airport Master Plan and ALP.

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

The sponsor is not in default on any applicable obligations to the United States or any agency of the United States Government.

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

There is nothing that would preclude the successful completion of the project nor compliance with all grant assurances.

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

There are no current plans by local public agencies that conflict with the design, purpose and execution of this project.

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

Fair consideration has been given to applicable community interests associated with the project.

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

The sponsor has undertaken reasonable consultation with affected airport users.

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

A public hearing was not required for this project.

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

The project does not involve the location of an Airport Runway or Runway extension.

PART II – SECTION C (Continued)

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

There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the sponsor.

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

None. The above is based on quitclaim deeds from the United States Air Force to the Pease Development Authority.

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

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

Exhibit A reflects the ownership of all former Pease AFB lands. The Sponsor continues to operate the former Pease AFB as a civilian airport.

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

No property will be acquired with this project.

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

**PART III – BUDGET INFORMATION – CONSTRUCTION**

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 105,000
2. Preliminary expense			52,400
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			344,600
5. Other Architectural engineering fees			40,900
6. Project inspection fees			836,200
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			22,598,687
12. Equipment			
13. Miscellaneous			56,098
14. Subtotal (Lines 1 through 13)			\$ 24,034,885
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			24,034,885
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 24,034,885
19. Federal Share requested of Line 18			16,083,196
20. Grantee share			892,771
21. Other shares			7,058,918
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 24,034,885

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	892,771
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 892,771
25. Other Shares	Amount
a. State	892,771
b. Other	6,166,147
c. TOTAL - Other Shares	\$ 7,058,918
26. TOTAL NON-FEDERAL FINANCING	\$ 7,951,689

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit "A" property map dated December 1, 2017, and attached to the grant agreement for AIP Project No. 3-33-0016-062-2018 reflects the current information as of this date.</p> <p>The above mentioned Exhibit "A" is, therefore, incorporated into this project application by reference and made a part hereof.</p>



PART IV – PROGRAM NARRATIVE  
(Suggested Format)

<b>PROJECT:</b> Reconstruct/Light/Sign/Mark RW 16-34; PAPIs/Windcones/Rotating Beacon; TW B/C; So Holding Bay
<b>AIRPORT:</b> Portsmouth International Airport at Pease
<b>1. Objective:</b> Reconstruct Runway 16-34 (approx 11,322 ft by 150 ft and 25 ft shoulders), Reconstruct Runway 16-34 safety areas, abutting taxiways, including Taxiways A North, A South, B and C; Replace associated airfield lighting, signs and markings; Replace PAPIs, windcones, runway surface sensor system and relocate airport rotating beacon; Improve infield drainage.
<b>2. Benefits Anticipated:</b> All will provide a safer and more reliable airport operating environment. Runway and Taxiway reconstruction will reduce possibility FOD due to 20+ year old cracking and falling pavements, and reduce downtime for maintenance. Replacement of 20+ year old airfield lighting and signage, PAPIs windcone, surface sensors and rotating beacon will also improve reliability and reduce downtime for maintenance. The infield drainage improvements are to reduce a recognized airfield wildlife attractant hazard.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) Environmental Statement, DBE Statement, Statement of Coordination with Airport Users, Statement Regarding Coordination with State Agencies, all included in the attached SECTION IV NARRATIVE.
<b>4. Geographic Location:</b> Portsmouth International Airport at Pease Latitude: 43° 04' 40.64" N Longitude: 70° 49' 23.60" W
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number) Hoyle, Tanner & Associates, Inc. 150 Dow Street, Manchester, NH 03101 Michael C. Rogerson, PE, LEED AP (603-669-5555, x-114)

**PART IV PROGRAM NARRATIVE  
GRANT APPLICATION FOR FEDERAL ASSISTANCE**

**RECONSTRUCT, LIGHT, SIGN AND MARK RUNWAY 16-34; REPLACE PAPI'S,  
WINDCONES AND ROTATING BEACON (BASE BID);  
RECONSTRUCT REMAINDER OF TAXIWAY 'B' AND 'C' (ADD. ALT. 1);  
RECONSTRUCT A PORTION OF TAXIWAY 'A' SOUTH HOLD BAY (ADD ALT 2.)  
AIR NATIONAL GUARD PROJECT SZCQ152020 MCCA Repair Runway 16-34**

**PEASE DEVELOPMENT AUTHORITY**

Portsmouth International Airport at Pease  
Portsmouth, New Hampshire

AIP 3-33-0016-xxx-2019

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Runway 16-34 at Portsmouth International Airport at Pease has passed its 20-year lifespan, with the last runway reconstruction project completed in 1997. In a previous grant (AIP #3-33-0016-058-2017) the Pease Development Authority has completed design and bidding services to reconstruct the runway, and certain associated project elements. The construction grant amount requested is based in part on the lowest of two competitive bids, procured in accordance with AIP guidelines.

**Construction Overview:**

This project generally consists of: Reconstructing a majority of the 11,322' by 150' wide Runway 16-34 and 25' shoulders. This includes milling and overlaying runway airport bituminous pavement, removal and replacement of concrete pavements approx. 1,400' by 150', with bituminous airport pavement. Reconstruction of four (4) connected taxiways, including mill and overlay and portions of full depth reconstruction. Approximately 600' by 150' of existing concrete pavement is to undergo crack sealing and repair, and approximately 1000 SY of concrete runway pavement is to be replaced. Turf directly adjacent to the runway and taxiways will be regraded to restore proper drainage. This work also includes replacing runway edge lights, threshold lights, shifting and/or replacing guidance signs and runway distance signs with new LED signs, installation of 2 temporary and 2 permanent precision approach path indicators (PAPIS), and replacement and relocation of 3 airfield wind cones. Also included is temporary and permanent airport marking, marking removal, and approx. 10,800' by 130' of runway friction grooving. Included will be the construction of an excess material stockpile for excess gravel and soil materials generated from construction. A midfield drainage ditch will be culverted to reduce a wildlife attracting area, this includes perforated drainage pipes, soil filter system and fill, grading and turf, approximately 1,600' long. Other items include the installation of a new airport rotating beacon with electrical and control on the existing air traffic control tower roof and removal of the existing airport rotating beacon and electrical systems, now located on a water tower at the airport. There will be replacement of airfield lighting control (ALCMS) touchscreens and replacement of the runway surface sensor system.

**HOYLE, TANNER PROJECT 062865  
Construction Phase Engineering Services**

The engineering scope covers construction administration and project inspection and material testing

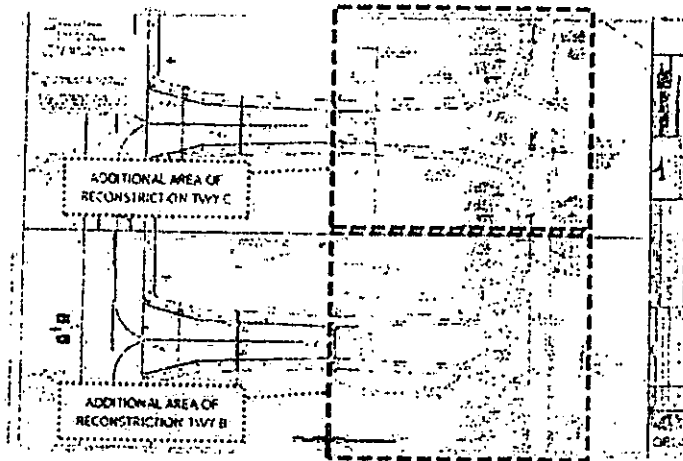
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- a. Article I – Project Administration
- b. Article II – Construction Phase Services: Per Scoping meeting checklist, these services will be provided simultaneous as inspection services and throughout the duration of the project.
- c. Article III – Project Inspection Services: Per Scoping meeting checklist, these services will be provided on a full time basis throughout the duration of the project.
- d. Article IV – Materials Testing: Per Scoping meeting checklist, these services will be provided on a part time, as needed basis.
- e. Article V – Ground Survey: Per Scoping meeting checklist, these services will be provided on a part time, as needed basis.
- f. Article VI – Permitting Support: Per Scoping meeting checklist, these services will be provided on a part time, as needed basis.
- g. Article VI - Closeout

**HOYLE, TANNER PROJECT 062861**  
**Additional Design to Reconstruct Remainder of Taxiways B and C (Add Alt No. 1)**  
**Overview**

This scope describes additional design phase services that were required in response to additional engineering services that were not included in the original scope of work for the design under AIP Grant No. 3-33-0016-058-2017. The additional work to be included in this 2019 grant application includes design services for reconstruction of the remainder of Taxiway B and C, from approximately the limits of the reconstruction under the Runway 16-34 reconstruction project, up to where Taxiway B and C intersect with Taxiway A. It also includes the incorporation of the design into the contract plans for the current construction project, complete with demolition, geometry, grading, lighting, signage, and integration of the work into the phasing plans, all for included in the Runway 16-34 reconstruction project bid documents as Additive Alternate No. 1.

The figure below illustrates the overall limits of the reconstruction effort, and can also be found in the bid documents for the Runway 16-34:



**PROJECT SCHEDULE**

Project Scoping	February 27, 2019
Grant Application	May 1, 2019
Grant Offer (assumed)	August, 2019
NH DOT Approval	September, 2019
FAA CSPP Submission	May, 2019
Construction (Non, paving, non-AOA)	October-November, 2019
Construction (Runway)	April-November, 2020
Flight Checks (Estimated)	May, July, August, October, 2020
Construction (Taxiway B and C)	April-June, 2021
Closeout	November, 2021

**COST BREAKDOWN SUMMARY (See additional narrative attached for details)**

Hoyle, Tanner & Associates, Inc. (062861 Mod. No. 1)	\$43,000.00
Hoyle, Tanner & Associates, Inc. (062865)	\$1,274,100.00
Miscellaneous: ADB Touchscreens	\$13,097.63
Construction Costs	\$22,598,687.36
Sponsor Administration	\$106,000.00
Total Project Cost	\$24,034,885.00
Federal Share	\$16,083,196.00
NH ANG Share	\$6,166,146.92
State of New Hampshire Share	\$892,771.04
Sponsor Share	\$892,771.04

**FUNDING SOURCES:**

This project will be funded by four sources:

1. The FAA
2. The New Hampshire Air National Guard (NH ANG)
3. The New Hampshire Department of Transportation (NHDOT)
4. The Pease Development Authority (PDA).

The percentage of funding varies by the particular construction items. In general:

The funding share of the runway and abutting taxiways to be reconstructed will be shared with all of the above, by prorating the runway length as supported by the FAA (7,774 feet) against the full length of reconstruction (11,322 feet), with the difference being funded by the NH ANG. The funding percentages for this project item are as follows:

FAA	NH ANG	NHDOT	PDA
61.81%	31.33%	3.43%	3.43%

The funding share of the infield drainage ditch work constructed to mitigate an airfield wildlife hazard will be shared with all of the above, by prorating the of takeoff and departures attributable to the NH ANG vs. the total number of takeoff and departures, which is calculated at 14.44%. The funding percentages for this project item are as follows:

FAA	NHANG	NHDOT	PDA
77.00%	14.44%	4.28%	4.28%

There are other construction items that the NH ANG will not participate in funding, because they are not attributable to increased runway length or wear and tear by the NH ANG operations, or other considerations. The funding percentages for these project items are as follows:

FAA	NHANG	NHDOT	PDA
90.00%	0.00%	5.00%	5.00%

These construction items are as follows:

1. PAPIs
2. Blast Pads and Overruns
3. Rotating Beacon
4. Approach Light System Service Road
5. Wind Cones
7. Additive Alternate No. 1 (Reconstruct remainder of Taxiways B & C)
8. Additive Alternate No. 2 (Reconstruct a portion of Taxiway 'A' South Hold Bay)

**SPECIAL NOTE ABOUT SINGLE CERTIFIED AIRFIELD LIGHTING EQUIPMENT (ALCMS TOUCHSCREEN REPLACEMENT):**

The airport is in need of replacement of the Airport Lighting Control and Monitoring System (ALCMS) touchscreen panel and monitor, due to aging and potential of failure. Acquisition will be directly through the system manufacturer, ADB Safegate. The airport has adhered to the AIP guidance in procurement for this particular project item according to the FAA AIP handbook as follows:

*AIP handbook (order 5100-38D), section 3-36. "Airfield Lighting Control and Monitoring System and Single-Certified Airfield Lighting Equipment.", it states that:*

*"The sponsor must separately procure the ALCMS or single-certified airfield lighting equipment using noncompetitive procurement requirements. The sponsor must also have received the manufacturer's price quotation for the ALCMS or the lighting equipment before starting the procurement for AIP."*

The cost of this equipment via quote from ADB Safegate is included in this grant application.

**E.O. 12372 COORDINATION**

As this project is wholly contained within airport boundaries and no request has been made by the NH Office of Energy and Planning for an E.O. 12372 review, this project is exempt from E.O. 12372 coordination.

**ENVIRONMENTAL DECLARATION**

During design efforts in 2018, a NEPA due diligence effort was conducted. In Dec 2018, via email, Richard Doucette (FAA ANE, Environmental) concurred that the project was categorically excluded from an EA. Order 1050.1F, Chapter 5 was cited, specifically paragraphs 5-6.3(b) and Paragraph 5-6.4(e). No extraordinary circumstances were identified per paragraph 5-2, with the exception of coordination with US Fish & Wildlife as described below.

**US FISH & WILDLIFE COORDINATION**

An official species list was obtained from US Fish and Wildlife Service (USFWS) using the Information for Planning and Conservation (IPAC) online tool, on October 22, 2018 (Consultation Code 05E1NE00-2019-SLI-0146) and listed the threatened Northern Long Eared Bat (*Myotis septentrionalis*; NLEB). There is no tree removal associated with this project, there will be no potential for impacting this species.

#### NH DHR (SHPO) COORDINATION

A review of the locations of work and the airport's prior project documentation regarding the locations of cultural resources protected under NHPA or Section 4(f) was conducted. There are no such resources in the project areas. All impacts will occur within currently disturbed areas that have been repeatedly altered since the airport's expansion to existing boundaries by the US Air Force in 1956.

#### STATE AGENCY PARTICIPATION

The project was coordinated through New Hampshire DOT. Coordination with New Hampshire DOT included CIP, scoping meeting participation and project document review. In addition, NH Fish and Game and NH Natural Heritage Bureau were consulted about mitigating potential impacts to state listed species.

#### STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE STATUS

The Pease Development Authority has a race neutral goal for Disadvantaged Business Enterprise participation in any airport project of 1%.

#### STATEMENT OF COORDINATION WITH AIRPORT USERS

The Pease Development Authority has coordinated with airport users about the project throughout the project design, and will continue to coordinate with users before and during construction activities.

**ADDITIONAL PART IV NARRATIVE DOCUMENTS**  
**Spreadsheet Detailing Agreed Cost Sharing Levels**



**Construction Phase**  
 Reconstruct Light, Sign, Mark RW 16-34 and Replace P&M, Windcones, Rotating Beacon  
 Portsmouth International Airport at Pease

**2019 Grant Application Cost Sharing Spreadsheet**

CONSTRUCTION PROJECT ITEMS		Cost Sharing Type
Runway Reconstruction	\$ 18,375,422.86	a
Infield Ditch	\$ 645,842.00	b
P&M's	\$ 222,191.46	c
Blot Pads (Overrun Pavement)	\$ 424,102.16	c
Rotating Beacon	\$ 24,630.00	a
MALSR Service Road	\$ 63,640.00	a
Wind Cones	\$ 81,336.32	c
(Total of Base + Bid)	\$ 19,821,135.00	
Additive Alternate #1 (Taxway B and C)	\$ 1,303,868.66	c
(Total of Base Bid + Additive Alternate #1)	\$ 21,124,994.66	
Additive Alternate #2 (Taxway A South Holding Bay)	\$ 574,482.30	c
(Total of Base Bid + Additive Alternate #1 + Additive Alternate #2)	\$ 22,599,477.26	
<b>TOTAL CONSTRUCTION COSTS:</b>	<b>\$ 22,599,477.26</b>	

**Construction Phase Engineering Services**

Article I - Project Administration (a) Runway Length Share	\$ 29,409.00	a
Article I - Project Administration (c) FAA Only Share	\$ 12,200.00	c
Article II - Ground Survey (a) Runway Length Share	\$ 16,200.00	a
Article II - Permit Support (a) Runway Length Share	\$ 18,700.00	a
Article IV - Construction Administration (a) Runway Length Share	\$ 248,900.00	a
Article IV - Construction Administration (b) Infield Ditch Share	\$ 20,900.00	b
Article IV - Construction Administration (c) FAA Only Share	\$ 475,300.00	c
Article V - Resident Inspection (a) Runway Length Share	\$ 33,900.00	a
Article V - Resident Inspection (b) Infield Ditch Share	\$ 475,300.00	b
Article V - Resident Inspection (c) FAA Only Share	\$ 143,500.00	c
Article VI - Materials Testing (a) Runway Length Share	\$ 139,482.64	a
Article VI - Materials Testing (c) FAA Only Share	\$ 19,226.26	c
Article VII - Closeout	\$ 19,700.00	a
Article VII - Closeout (c) FAA Only	\$ 21,700.00	c
<b>TOTAL CONSTRUCTION SERVICES COSTS:</b>	<b>\$ 1,374,196.00</b>	

Airport Lighting Control and Monitoring System Touch Screen Panel(s)	\$ 12,572.25	c
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062841 Engineering Design Services for Add Alt #1	\$ 13,003.23	c
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062841 Engineering Design Services for Add Alt #1	\$ 13,003.23	c
(Gate Guards) - Runway Length Share	\$ 54,900.00	a
(Gate Guards) - Infield Ditch	\$ 7,900.00	b
(Gate Guards) - Other - FAA Only	\$ 45,000.00	c
<b>TOTAL SPONSOR ADMIN COSTS:</b>	<b>\$ 130,003.23</b>	

**GRAND TOTAL PROJECT COST: \$ 24,024,885.00**

FAA Share	\$ 18,823,195.00
POA Share	\$ 892,771.01
NHDOT Share	\$ 492,771.01
NHANG Share	\$ 816,148.98
<b>\$ 20,024,885.00</b>	

**Cost Sharing Legend:**

(a) Share by Runway Length  
 (b) 14.62% Runway Length Share  
 (c) FAA Only

	FAA	NHANG	NHANG	NHDOT	POA	Total
Share %	81.81%	31.33%	31.33%	3.43%	3.43%	100.000%
Share Dollars	\$ 18,823,195.00	\$ 816,148.98	\$ 816,148.98	\$ 492,771.01	\$ 892,771.01	\$ 20,024,885.00
Share %	77.00%	14.64%	14.64%	4.28%	4.28%	100.000%
Share Dollars	\$ 17,375,341.17	\$ 1,198,294.81	\$ 1,198,294.81	\$ 799,954.01	\$ 799,954.01	\$ 19,371,984.80
Share %	98.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 22,145,984.26	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 23,375,458.00
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
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Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
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Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
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Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
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Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
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Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %	90.00%	0.00%	0.00%	5.00%	5.00%	100.000%
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Share Dollars	\$ 20,339,529.54	\$ -	\$ -	\$ 1,229,473.74	\$ 1,229,473.74	\$ 21,569,003.28
Share %						



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: Reconstruct, Light, Sign, Mark RW 16-34; Replace PAPI's/Windcones/Rotating Beacon;  
Reconstruct Remainder of TW B&C (AA 1); Reconstruct Part of South Holding Bay (AA 2)  
Hoyle, Tanner Project 062865

### 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: Hoyle, Tanner & Associates, Inc.  
 Address: 150 Dow Street, Manchester, NH 03101

**Location 2 (if applicable)**

Name of Location: Pease Development Authority  
 Address: 55 International Drive, Portsmouth, NH 03801

**Location 3 (If applicable)**

Name of Location: Portsmouth International Airport at Pease  
 Address: 42 Airline Avenue, Portsmouth, NH 03801

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

**Sponsor's Certification**

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

Executed on this 30<sup>th</sup> day of April, 2019.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: Reconstruct, Light, Sign, Mark RW 16-34; Replace PAPI's/Windcones/Rotating Beacon;  
Reconstruct Remainder of TW B&C (AA-1); Reconstruct Part of South Holding Bay (AA 2)  
Hoyle, Tanner Project 062865

### Application

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

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

### Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).  
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.  
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(l));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).  
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
  - b. Award is to be made to other than the lowest responsible bidder; and
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☐ Yes ☐ No ☒ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
  - b. Buy American Preferences (Title 49 U.S.C. § 50101)
  - c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
  - f. Seismic Safety – building construction (49 CFR part 41)
  - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - h. U.S. Trade Restriction (49 CFR part 30)
  - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
  - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A



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

☒ Yes ☐ No ☐ N/A

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

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

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

**Sponsor's Certification**

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

Executed on this 30<sup>th</sup> day of April, 2019.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: Reconstruct, Light, Sign, Mark RW 16-34; Replace PAPI's/Windcones/Rotating Beacon;  
Reconstruct Remainder of TW B&C (AA 1); Reconstruct Part of South Holding Bay (AA 2)  
Hoyle, Tanner Project 062865

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
☐ Yes ☐ No ☒ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:  
a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

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

**Sponsor's Certification**


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

Executed on this 30<sup>th</sup> day of April, 2019.

Name of Sponsor: Peace Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: Reconstruct, Light, Sign, Mark RW 16-34; Replace PAPI's/Windcones/Rotating Beacon;  
Reconstruct Remainder of TW B&C (AA 1); Reconstruct Part of South Holding Bay (AA 2)  
Hoyle, Tanner Project 062865

#### Application

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

#### Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).  
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).  
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory 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:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

#### Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing 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 30<sup>th</sup> day of April, 2019.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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.

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

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Sponsor: Pease Development Authority

Airport: Portsmouth International Airport at Pease

Project Number: 3-33-0016-xxx-2019

Description of Work: Reconstruct, Light, Sign, Mark RW 16-34; Replace PAPI's/Windcones/Rotating Beacon;  
Reconstruct Remainder of TW B&C (AA 1); Reconstruct Part of South Holding Bay (AA 2)  
Hoyle, Tanner Project 062865

### 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 30<sup>th</sup> day of April, 2019.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: David R. Mullen

Title of Sponsor's Authorized Official: Executive Director

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 REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

### Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION	
Peace Development Authority	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: [ ]	* First Name: [ ] Middle Name: [ ]
* Last Name: [ ]	Suffix: [ ]
* Title: [ ]	
* SIGNATURE: [ ]	* DATE: 4/30/19



FAA  
Airports

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

Updated: 4/18/2019

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

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen.(NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies In Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



FAA  
Airports

## ASSURANCES

### Airport Sponsors

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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



3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

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

#### Executive Orders

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

#### Federal Regulations

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>12</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### Specific Assurances

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

#### Footnotes to Assurance C.1.

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

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

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

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

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

**b. Private Sponsor:**

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,



state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

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

**20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

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

**22. Economic Nondiscrimination.**

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

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

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

**23. Exclusive Rights.**

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

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

**24. Fee and Rental Structure.**

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

**25. Airport Revenues.**

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

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

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

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

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

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

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

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

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

c. Duration.

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

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The 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 18 April 2012 (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.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Federal Aviation Administration  
New England Region

1200 District Avenue  
Burlington, MA 01803

May 16, 2019

Mr. Paul Brean  
Portsmouth International Airport at Pease  
36 Airline Avenue  
Portsmouth, NH 03801

**Subject: Project and Sponsor Preparedness  
Supplemental Funding**

Dear Mr. Brean:

On May 15, 2019, U.S. Transportation Secretary Elaine L. Chao announced the intent to award \$779 million in supplemental funding for infrastructure grants to 127 airports in all 50 states and Puerto Rico. As an airport sponsor for one of the selected projects, you are receiving this guidance letter to help you prepare for and execute a project under the rules for supplemental funding. Our goal at the FAA is to help you deliver a successful, quality project which will benefit the users, the system, and your local communities.

Additionally, the current Airport Improvement Program (AIP) for FY19 is in the midst of our annual grant application review and programming of traditional AIP funding. Our collective focus in the coming months will be to ensure this year's program continues to move forward as well as help you prepare for acceptance of a supplemental grant.

#### **What Sponsors Should Expect from FAA**

For each of the selected projects in New England, a kick-off meeting will be held between the sponsor, the sponsor's consultant, the appropriate State agency, and FAA. Discussion items will include but not be limited to:

- Scope development and refinement
- Anticipated project costs to include construction, engineering, administrative costs, etc.
- AIP requirements (all AIP rules apply to supplemental funding)
  - ALP status
  - DBE Plan status
  - Sponsor's System of Award Management (SAM) registration status
  - Property Interests/Exhibit A – Property Map status
- Funding capabilities and limitations
- Sponsor specific concerns

It is anticipated that these meetings will be held in June and July of this year. Our office will contact you when the time to schedule these meetings is appropriate.

### What FAA Requests of Sponsors

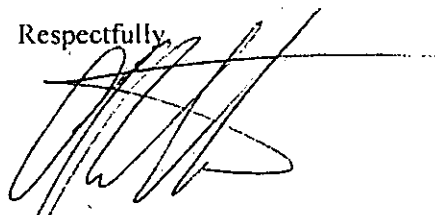
We respectfully request the following:

- 1) Review your current consultant selection to ensure the following requirements have been or will have been met:
  - All professional service contracts associated with the proposed effort will be executed within five (5) years of the selection date;
  - the proposed effort was specifically listed in the request for qualifications package associated with the current selection; and
  - the current consultant selection was a qualifications-based selection procured in accordance with FAA Advisory Circular 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.
- 2) If the project is not accurately depicted on the current ALP, contact the appropriate planner in our office to discuss the process for initiating an ALP revision as soon as possible.
- 3) Draft a schedule of major tasks to be completed, items may include:
  - Select consultant
  - Develop scope
  - Update ALP
  - Obtain environmental finding (i.e., CatEx, FONSI, etc.)
  - Procure land/easement rights
  - Obtain permits
  - Submit for airspace review
  - Submit design
  - Advertise for bid
  - Start construction
  - Complete construction
  - Closeout project
- 4) Prepare updated project cost estimates to include anticipated major work items.

### Limitations

This guidance letter is not intended to be comprehensive, rather it is intended to help you prepare for the coming conversations with the FAA and to help you understand, at least in part, what our office will be inquiring about as each of these projects is initiated. Should you have any questions in the immediate term that are not covered by this letter, please reach out to your assigned planner or engineer. Included with this letter is a contact list.

Respectfully,



Gail Lattrell  
Acting Director, Airports Division

**Airport/Sponsor Assignments for AIP  
projects FY2019**

**Main Telephone #: 781-238-7600 or ext.**

<b>Territory</b>	<b>Engineer</b>	<b>Planner</b>
<b>CT</b>	John Merck	Lisa Lesperance
	x7623	x7616
<b>MA</b>	John Merck	Michelle Ricci
	x7623	x7631
<b>MASSPORT</b>	Barry Hammer	Lisa Lesperance
	x7625	x7616
<b>ME</b>	Barry Hammer	Ralph Nicosia- Rusin
	x7626	x7612
<b>NH</b>	Bob Siris	Luke Garrison
	x7626	x7622
<b>RI</b>	Bob Siris	Luke Garrison
	x7626	x7622
<b>VT</b>	Bob Siris	Luke Garrison
	x7626	x7622

Effective: 11/28/2018

Please use the link below for more details on the selected projects:

[https://www.faa.gov/news/press\\_releases/news\\_story.cfm?newsId=23615](https://www.faa.gov/news/press_releases/news_story.cfm?newsId=23615)

**FY-2018 SUPPLEMENTAL APPROPRIATION, AIRPORT IMPROVEMENT PROGRAM**  
**Anticipated Round 2 Grants**

**NOTES**

- List shown included as part of the Notice of Intent to Award by Secretary of Transportation on May 14, 2019.
- Official grant award announcements will be made through DOT's normal Airport Improvement Program Congressional notification process.
- Figures shown may include costs other than hard construction (e.g., formulation costs such as planning or environmental, engineering design, contract administration, etc.).
- Grant amounts subject to change once final bids are received.
- Many of the projects will be able to proceed to construction bid and grant award in the near term. Others, however, are still finalizing legal or administrative requirements, and may not be ready for grant award until later in FY-2019 or FY-2020.

State	City	Airport Name	Project Description	Anticipated grant amount
AK	Anchorage	Merrill Field	Road-Rehabilitate Access Road	\$10,000,000
AK	Anchorage	Multiple locations	Weather Reporting Equipment	\$9,600,000
AK	Soldotna	Soldotna	Runway-Rehabilitate Runway	\$7,000,000
AL	Centre	Centre-Piedmont-Cherokee County Regional	Taxiway-Construct Taxiway	\$5,552,000
AL	Lanett	Lanett Municipal	Runway-Extend Runway	\$8,100,000
AL	Manon	Vaiden Field	Construct Parallel Taxiway (Phase 2)	\$2,262,884
AL	Scottsboro	Scottsboro Municipal-Word Field	Apron-Rehabilitate Apron	\$1,048,850
AL	Union Springs	Franklin Field	Runway-Construct Runway	\$3,866,048
AR	Clarksville	Clarksville Municipal	Runway-Rehabilitate Runway	\$2,700,000
AR	Fippin	Marion County Regional	Rehabilitate Runway	\$963,315
AR	Little Rock	Bill and Hillary Clinton National/Adams Field	Taxiway-Construct Taxiway	\$9,800,000
AZ	Coolidge	Coolidge Municipal	Runway-Rehabilitate Runway	\$9,500,000
AZ	Holbrook	Holbrook Municipal	Runway-Rehabilitate Runway	\$4,700,000
CA	Bishop	Bishop	Runway-Rehabilitate Runway	\$7,850,000
CA	Santa Rosa	Charles M. Schulz - Sonoma County	Construct Terminal Building	\$10,000,000
CO	Alamosa	San Luis Valley Regional/Bergman Field	Taxiway Reconstruction	\$7,000,000
CO	Eagle	Eagle County Regional	Construct Deicing Facility	\$9,000,000
CO	Wray	Wray Municipal	Runway/Taxiway/Lighting Construction	\$5,750,000
CT	Danielson	Danielson	Runway / Taxiway Rehabilitation	\$2,000,000
DC	Washington	DC Council of Governments	Regional Planning Study	\$175,500
DE	Wilmington	New Castle	Acquire Snow Removal Equipment	\$777,778
FL	Daytona Beach	Daytona Beach International	Taxiway Rehabilitation	\$7,438,930
FL	Key West	Key West International	Improve Runway Safety Area	\$360,000
FL	Sanford	Orlando Sanford International	Taxiway Rehabilitation	\$10,000,000
GA	Baxley	Baxley Municipal	Runway-Rehabilitate Runway	\$2,200,000
GA	Canon	Franklin County	Taxiway / Lighting Construction	\$2,006,783
GA	Claxton	Claxton-Evans County	Taxiway / Apron / Lighting Construction	\$2,610,000
HI	Lanai City	Lanai	Runway-Rehabilitate Runway	\$10,000,000
IA	Iowa Falls	Iowa Falls Municipal	Taxiway-Construct Taxiway	\$3,300,750
IA	Jefferson	Jefferson Municipal	Runway-Extend Runway	\$2,354,100
IA	Webster City	Webster City Municipal	Taxiway Reconstruction	\$995,000
ID	Challis	Challis	Runway / Taxiway / Lighting Rehabilitation	\$3,300,000
ID	McCall	McCall Municipal	Taxiway-Construct Taxiway	\$10,708,000
ID	Paris	Bear Lake County	Runway / Taxiway Rehabilitation	\$6,400,000
IL	Rockford	Chicago/Rockford International	Apron-Construct Apron	\$9,000,000
IL	Savoy	University of Illinois-Willard	Runway-Construct Runway	\$9,900,000
IN	Evansville	Evansville Regional	Apron-Rehabilitate Apron	\$8,910,000
IN	Fort Wayne	Fort Wayne International	Apron Construction and Rehabilitation	\$9,200,000
KS	Concordia	Blosser Municipal	Runway / Taxiway Construction	\$6,950,000
KS	Ellsworth	Ellsworth Municipal	Runway / Taxiway Rehabilitation and Taxiway Construction	\$9,180,800
KS	Wichita	Wichita Dwight D Eisenhower National	Runway-Rehabilitate Runway	\$6,660,000
KY	Debord	Big Sandy Regional	Runway Extension and Runway Safety Area	\$4,400,000
KY	Falmouth	Gene Snyder	Runway-Improve Runway Safety Area	\$4,200,000

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State	City	Airport Name	Project Description	Anticipated grant amount
LA	Baton Rouge	Baton Rouge Metropolitan, Ryan Field	Runway-Improve Runway Safety Area	\$15,000,000
LA	Lafayette	Lafayette Regional/Paul Fournet Field	Taxiway-Construct Taxiway	\$10,528,064
MA	New Bedford	New Bedford Regional	Apron-Rehabilitate Apron	\$5,000,000
MA	Orange	Orange Municipal	Runway-Rehabilitate Runway	\$4,900,000
MD	Hagerstown	Hagerstown Regional-Richard A Henson Field	Terminal Expansion	\$5,400,000
MD	Oakland	Garrett County	Apron-Construct Apron	\$8,830,000
ME	Biddeford	Biddeford Municipal	Runway-Rehabilitate Runway	\$7,500,000
ME	Eastport	Eastport Municipal	Runway Rehabilitation / Lighting Improvements	\$5,250,000
ME	Jackman	Newton Field	Runway-Rehabilitate Runway	\$1,050,000
MI	Grand Rapids	Gerald R Ford International	Taxiway and Apron Construction	\$14,000,000
MI	Manistee	Manistee Co-Blacker	Runway / Taxiway / Lighting Rehabilitation	\$801,750
MI	Oscoda	Oscoda-Wurtsmith	Apron-Rehabilitate Apron	\$4,930,000
MN	Baudette	Baudette International	Runway-Rehabilitate Runway	\$4,800,000
MN	Detroit Lakes	Detroit Lakes-Wething Field	Runway Extension and Runway Safety Area	\$12,826,068
MN	International Falls	Falls International-Elnerson Field	Runway Extension and Runway Safety Area	\$14,000,000
MO	Bowling Green	Bowling Green Municipal	Runway Rehabilitation / Taxiway Construction	\$8,400,000
MO	Memphis	Memphis Memorial	Apron-Construct Apron	\$350,000
MO	Tarkio	Gould Peterson Municipal	Runway / Taxiway / Runway Safety Area	\$9,000,000
MS	Columbus	Golden Triangle Regional	Runway-Rehabilitate Runway	\$3,223,478
MS	Louisville	Louisville Winston County	Runway Rehabilitation and Drainage Improvements	\$4,223,500
MT	Ennis	Ennis - Big Sky	Runway Extension and Runway Safety Area	\$9,325,000
MT	Hamilton	Ravalli County	Multiple Airfield and Landside Improvements	\$11,800,000
MT	Roundup	Roundup	Runway Safety Area and Apron Construction	\$3,878,000
NC	Raleigh	Raleigh-Durham International	Taxiway-Rehabilitate Taxiway	\$10,000,000
NC	Statesville	Statesville Regional	Runway-Improve Runway Safety Area	\$9,300,000
ND	Fargo	Hector International	Apron-Construct Apron	\$10,000,000
ND	Hillsboro	Hillsboro Municipal	Taxiway-Construct Taxiway	\$2,000,000
ND	Watford City	Watford City Municipal	Runway-Construct Runway	\$10,000,000
NE	Gordon	Gordon Municipal	Runway / Taxiway / Apron Rehabilitation	\$1,500,000
NE	Red Cloud	Red Cloud Municipal	Runway / Taxiway / Apron Rehabilitation	\$3,210,000
NE	Thedford	Thomas County	Runway / Taxiway / Apron Rehabilitation	\$4,365,000
NH	Claremont	Claremont Municipal	Apron-Rehabilitate Apron	\$700,000
NH	Portsmouth	Portsmouth International at Pease	Terminal expansion	\$2,000,000
NJ	Atlantic City	Atlantic City International	Construct Deicing Facility	\$8,000,000
NJ	Toms River	Ocean County	New Beacon and Associated Improvements	\$400,000
NM	Hobbs	Lea County Regional	Runway Safety Area and Obstruction Removal	\$2,132,709
NM	Las Cruces	Las Cruces International	Fencing-Install Perimeter Fencing	\$837,312
NM	Santa Fe	Santa Fe Municipal	Taxiway Rehabilitation	\$1,875,000
NV	Hawthorne	Hawthorne Industrial	Taxiway-Rehabilitate Taxiway	\$2,750,000
NV	Reno	Reno/Tahoe International	Runway-Rehabilitate Runway	\$10,000,000
NY	Ithaca	Ithaca Tompkins Regional	Terminal Expansion and Rehabilitation	\$9,999,990
NY	Monticello	Sullivan County International	Taxiway-Rehabilitate Taxiway	\$3,000,000
NY	Wellsville	Wellsville Municipal Airport,Tarantine Field	Runway Rehabilitation and Runway Lighting	\$3,000,000



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State	City	Airport Name	Project Description	Anticipated grant amount
NY	White Plains	Westchester County	Runway-Rehabilitate Runway	\$4,708,891
OH	Columbus	Rickenbacker International	Runway-Rehabilitate Runway	\$15,000,000
OH	Napoleon	Henry County	Runway Rehabilitation and Runway Lighting	\$1,950,000
OK	Holdenville	Holdenville Municipal	Runway-Rehabilitate Runway	\$1,200,000
OK	Tulsa	Tulsa International	Runway-Rehabilitate Runway	\$4,050,000
OK	Vinita	Vinita Municipal	Runway-Rehabilitate Runway	\$1,050,000
OR	John Day	Grant County Regional/Ogilvie Field	Improve Runway Safety Area	\$6,250,000
OR	North Bend	Southwest Oregon Regional	Construct Aircraft Rescue & Fire Fighting Building	\$6,562,500
PA	Allentown	Lehigh Valley International	Runway-Rehabilitate Runway	\$8,000,000
PA	Harrisburg	Harrisburg International	Improve Airport Drainage	\$20,249,001
PA	Wellsboro	Wellsboro Johnston	Obstruction-Remove Obstructions	\$300,000
PR	Aguadilla	Rafael Hernandez	Runway / Taxiway Rehabilitation	\$10,000,000
PR	Aguadilla	Rafael Hernandez	Runway-Rehabilitate Runway	\$10,000,000
PR	San Juan	Luis Munoz Marin International	Obstruction-Remove Obstructions	\$9,100,000
RI	Warwick	Theodore Francis Green State	Runway / Taxiway Rehabilitation	\$30,000,000
SC	Hilton Head Island	Hilton Head	Terminal Construction and Rehabilitation	\$10,000,000
SC	Myrtle Beach	Myrtle Beach International	Taxiway / Lighting Rehabilitation	\$10,000,000
SD	Pierre	Pierre Regional	Taxiway-Construct Taxiway	\$2,340,000
SD	Yankton	Chan Gurney Municipal	Runway / Lighting Construction	\$2,300,000
TN	Jamestown	Jamestown Municipal	Runway / Taxiway Rehabilitation	\$6,700,000
TN	Millington	Millington-Memphis	Runway-Rehabilitate Runway	\$10,000,000
TN	Savannah	Savannah-Hardin County	Runway / Taxiway / Apron / Lighting Rehabilitation	\$9,000,000
TX	McAllen	McAllen Miller International	Improve Runway Safety Area	\$10,000,000
TX	Monahans	Roy Hurd Memorial	Runway-Rehabilitate Runway	\$3,400,000
TX	Seymour	Seymour Municipal	Runway-Rehabilitate Runway	\$2,200,000
UT	Bryce Canyon	Bryce Canyon	Runway-Rehabilitate Runway	\$5,000,000
UT	Mosb	Canyonlands Field	Taxiway-Construct Taxiway	\$4,750,000
UT	Roosevelt	Roosevelt Municipal	Runway / Taxiway / Lighting / Drainage Improvements	\$9,000,000
VA	Farmville	Farmville Regional	Road-Construct Access Road	\$3,500,000
VA	Mattaponi	Middle Peninsula Regional	Apron-Construct Apron	\$1,500,000
VT	Morrisville	Morrisville-Stowe State	Taxiway-Construct Taxiway	\$3,100,000
WA	Arlington	Arlington Municipal	Taxiway-Rehabilitate Taxiway	\$1,110,000
WA	Davenport	Davenport	Runway Extension and Rehabilitation / Land Acquisition	\$3,500,000
WA	Port Townsend	Jefferson County International	Runway-Rehabilitate Runway	\$4,800,000
WI	Kenosha	Kenosha Regional	Runway / Taxiway Extension / Rehabilitation	\$8,000,000
WI	Land O'Lakes	Kings Land O' Lakes	Runway / Taxiway / Lighting Rehabilitation	\$2,500,000
WV	Huntington	Tri-State/Milton J Ferguson Field	Improve Runway Safety Area	\$10,000,000
WV	Parkersburg	Mid-Ohio Valley Regional	Runway-Rehabilitate Runway	\$8,000,000
WY	Casper	Casper/Natrona County International	Rehabilitate Aircraft Rescue & Fire Fighting Building / Fencing	\$8,718,750
WY	Rawlins	Rawlins Municipal/Harvey Field	Runway Rehabilitation	\$2,975,000
WY	Torrington	Torrington Municipal	Construct Taxiway	\$5,000,000
<b>Total</b>				<b>\$779,416,643</b>