



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

0012016 0011-014 0



William Cass, P.E.
Assistant Commissioner

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Beale

September 29, 2016
Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the Pease Development Authority (Vendor Code 156846) for SBG-15-07-2016 to construct the rehabilitation and expansion of taxilanes and the associated drainage system at the Skyhaven Airport. State and Federal participation in the amount of \$1,738,037.66 is effective upon Governor and Council approval through September 1, 2020. 90% Federal Funds, 5% General Funds, and 5% Local.

Funding is available as follows:

FY 2017

04-96-96-960030-7976

FAA Projects

034-500161 New Construction

\$1,738,037.66

EXPLANATION

Six Federal Aviation Administration (FAA) State Block Grants have been awarded, from which \$1,646,562.00 (or 90% of the project cost) is proposed for this airport development project (SBG-15-07-2016 copy attached) to construct the rehabilitation and expansion of taxilanes and the associated drainage system at the Skyhaven Airport. Funds are allocated for this project from the following FAA grants:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-016-2012	\$1,960,512.00
3-33-SBGP-018-2013	\$4,102,793.00
3-33-SBGP-020-2014	\$2,774,703.00
3-33-SBGP-021-2015	\$2,022,238.00
3-33-SBGP-022-2016	\$1,157,679.00
3-33-SBGP-023-2016	\$1,196,073.00

This project will reconstruct the deteriorated pavements and improve the grading drainage infrastructure around Hangars 1-4. The project will also expand the taxilane pavement in the turf area northeast of Hangars 2 and 3 and widen the pavements serving the east side of the snow removal equipment (SRE) building. These improvements will increase operational efficiency of access to Hangar 2 by expanding

the additional pavement and will increase the safety of turning movements of snow removal equipment near the SRE building. The pavement rehabilitation project will overall provide an increased level of safety to taxiing aircraft by removing the deteriorated pavement that could cause damage to aircraft.

The design phase of this project, totaling \$129,584.44, was passed by Governor and Council on November 4, 2015 (Item # 26).

The cost breakdown for this requested project is as follows:

Sponsor Administration	\$ 2,000.73
Architectural Engineering and Project Inspection Fees	\$ 203,317.85
Construction (A.J. Coleman & Sons)	<u>\$1,624,194.75</u>
Total	\$1,829,513.33

The Department of Transportation proposes to accept the Federal Funds for this project as a pass through to the Pease Development Authority in accordance with RSA 422:15. State participation in the amount of \$91,475.66 (5% of this project) is also requested. The Pease Development Authority will participate in the amount of \$91,475.67 (5% of this project). The total cost for this project request is \$1,829,513.33.

As a State agency, the Pease Development Authority is not obligated to procure insurance. In addition, the indemnification requirement has been waived for this contract.

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

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2013 195:1 XVI-A.1 Capital Budget.

Sincerely,


Victoria F. Sheehan
Commissioner

Attachment
VS/tlsl



Skyhaven Airport
Taxilane Pavement & Drainage Reconstruction and Expansion
Bid Tabulation

Date: 13-Apr-16
Prepared By: SST
Checked By: JAM

ITEM NO.	DESCRIPTION	PHASE 1 - Base Bid	BID QTY	UNIT	Engineers Estimate		AJ Coleman		Pike Industries		Sargent		NE Earth	
					UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
G-001-1	Safety and Phasing - Phase 1		1	LS	\$ 3,000.00	\$ 3,000.00								
G-001-3	Contractor's Safety Plan Compliance Document		1	LS	\$ 1,000.00	\$ 1,000.00								
G-001-4	Highway Traffic Control		1	AL	\$ 5,000.00	\$ 5,000.00								
M-001-1	Mobilization - Phase 1		1	LS	\$ 41,261.15	\$ 41,261.15	\$ 39,000.00	\$ 39,000.00	\$ 49,000.00	\$ 49,000.00	\$ 55,800.00	\$ 55,800.00	\$ 60,000.00	\$ 60,000.00
M-001-3	Engineers Field Office - Phase 1		1	LS	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,200.00	\$ 7,200.00	\$ 10,000.00	\$ 10,000.00
M-002-1	Bolards		12	EA	\$ 350.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,700.00	\$ 5,640.00	\$ 7,500.00	\$ 9,000.00	\$ 1,200.00	\$ 14,400.00
M-003-1	Aircraft Tie Down		15	EA	\$ 500.00	\$ 7,500.00	\$ 550.00	\$ 8,250.00	\$ 425.00	\$ 6,375.00	\$ 600.00	\$ 9,000.00	\$ 500.00	\$ 7,500.00
M-004-1	Riprap (NH/DOT Item 585.2 Stone #11 Class B)		30	CY	\$ 30.00	\$ 900.00	\$ 47.50	\$ 1,425.00	\$ 25.00	\$ 750.00	\$ 75.00	\$ 2,250.00	\$ 50.00	\$ 1,500.00
M-006-1	Geotextile (NH/DOT Item 583.3.2.2)		1,970	CY	\$ 2.00	\$ 3,940.00	\$ 2.00	\$ 3,940.00	\$ 3.00	\$ 5,910.00	\$ 3.50	\$ 6,965.00	\$ 4.00	\$ 7,880.00
M-006-2	Geotextile (NH/DOT Item 583.2.1.1)		56	SY	\$ 2.00	\$ 130.00	\$ 2.00	\$ 130.00	\$ 3.00	\$ 185.00	\$ 2.15	\$ 138.75	\$ 2.50	\$ 162.50
M-007-1	Contaminated Soil Removal and Replacement		1	AL	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
M-008-1	HMA Saw and Seal Pavement Joints		1,080	LS	\$ 4.00	\$ 4,320.00	\$ 11.00	\$ 11,880.00	\$ 10.50	\$ 11,340.00	\$ 3.70	\$ 29,865.00	\$ 3.00	\$ 29,865.00
M-009-1	Demolish Hanger #1		1	LS	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
M-010-1	Utility Locating		1	AL	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
M-011-1	Pavement Milling		325	SY	\$ 12.00	\$ 3,900.00	\$ 19.50	\$ 6,337.50	\$ 10.50	\$ 3,412.50	\$ 11.50	\$ 3,737.50	\$ 25.00	\$ 8,125.00
P-151-1	Cleaning and Grubbing		0.10	AC	\$ 6,500.00	\$ 650.00	\$ 33,800.00	\$ 3,380.00	\$ 41,000.00	\$ 4,100.00	\$ 28,000.00	\$ 2,800.00	\$ 20,000.00	\$ 2,000.00
P-151-2	Select Tree Clearing		5	EA	\$ 100.00	\$ 500.00	\$ 650.00	\$ 3,250.00	\$ 2,500.00	\$ 12,500.00	\$ 450.00	\$ 2,250.00	\$ 300.00	\$ 1,500.00
P-152-1	Undersified Excavation		8,190	CY	\$ 6.00	\$ 49,140.00	\$ 7.50	\$ 62,244.00	\$ 8.50	\$ 69,615.00	\$ 3.00	\$ 24,570.00	\$ 11.00	\$ 90,090.00
P-152-2	Embankment In-Place		170	CY	\$ 10.00	\$ 1,700.00	\$ 10.00	\$ 1,700.00	\$ 10.00	\$ 1,700.00	\$ 10.00	\$ 1,700.00	\$ 10.00	\$ 1,700.00
P-152-3	Rock Excavation		10	CY	\$ 200.00	\$ 2,000.00	\$ 295.00	\$ 2,950.00	\$ 60.00	\$ 600.00	\$ 150.00	\$ 1,500.00	\$ 50.00	\$ 500.00
P-152-4	Remove Existing Drainage Structure		4	EA	\$ 750.00	\$ 3,000.00	\$ 340.00	\$ 1,360.00	\$ 325.00	\$ 1,300.00	\$ 800.00	\$ 3,200.00	\$ 400.00	\$ 1,600.00
P-152-5	Remove Existing Drainage Pipe		670	LF	\$ 15.00	\$ 10,050.00	\$ 11.50	\$ 7,705.00	\$ 14.00	\$ 9,380.00	\$ 17.25	\$ 11,567.50	\$ 20.00	\$ 13,400.00
P-152-6	Remove Existing Water Pipe		220	LF	\$ 6.00	\$ 1,320.00	\$ 11.50	\$ 2,530.00	\$ 5.00	\$ 1,100.00	\$ 15.00	\$ 3,300.00	\$ 25.00	\$ 5,500.00
P-153-1	Controlled Low Strength Material		3	CY	\$ 200.00	\$ 600.00	\$ 320.00	\$ 960.00	\$ 250.00	\$ 750.00	\$ 205.00	\$ 615.00	\$ 20.00	\$ 600.00
P-154-1	Subbase Course		4,020	CY	\$ 20.00	\$ 80,400.00	\$ 25.00	\$ 100,500.00	\$ 28.00	\$ 112,560.00	\$ 31.50	\$ 126,630.00	\$ 32.00	\$ 128,640.00
P-155-1	Slit Fence		630	LF	\$ 3.00	\$ 1,890.00	\$ 2.50	\$ 1,575.00	\$ 3.00	\$ 1,890.00	\$ 3.50	\$ 2,205.00	\$ 3.00	\$ 1,890.00
P-156-1	Inlet Protection		7	EA	\$ 150.00	\$ 1,050.00	\$ 150.00	\$ 1,050.00	\$ 125.00	\$ 875.00	\$ 200.00	\$ 1,400.00	\$ 70.00	\$ 490.00
P-156-2	Erosion Control Blanket		240	SY	\$ 2.00	\$ 480.00	\$ 1.80	\$ 432.00	\$ 3.00	\$ 720.00	\$ 1.75	\$ 420.00	\$ 3.00	\$ 720.00
P-156-3	Straw Wattles		850	LF	\$ 2.00	\$ 1,700.00	\$ 4.50	\$ 3,825.00	\$ 2.50	\$ 2,125.00	\$ 6.00	\$ 5,100.00	\$ 6.00	\$ 5,100.00
P-156-4	Prefomed Scour Hole		2	EA	\$ 1,000.00	\$ 2,000.00	\$ 845.00	\$ 1,690.00	\$ 1,650.00	\$ 3,300.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00
P-156-6	Erosion and Sediment Control and Stormwater Management Plan and Monitor		1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,740.00	\$ 2,740.00	\$ 3,500.00	\$ 3,500.00	\$ 9,750.00	\$ 9,750.00	\$ 10,000.00	\$ 10,000.00
P-156-8	Temporary Construction Exit - Phase 1		1	LS	\$ 500.00	\$ 500.00	\$ 2,780.00	\$ 2,780.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 2,000.00	\$ 2,000.00
P-209-1	Crushed Aggregate Base Course		2,350	CY	\$ 30.00	\$ 70,500.00	\$ 30.00	\$ 70,500.00	\$ 42.00	\$ 98,700.00	\$ 43.50	\$ 102,150.00	\$ 38.00	\$ 89,100.00
P-603-1	Bluminous Concrete Pavement		2,810	TON	\$ 80.00	\$ 224,800.00	\$ 83.00	\$ 233,230.00	\$ 75.50	\$ 212,395.00	\$ 91.50	\$ 257,115.00	\$ 100.00	\$ 281,000.00
P-603-1	Bluminous Tack Coat		1,410	GAZ	\$ 1.00	\$ 1,410.00	\$ 4.00	\$ 5,640.00	\$ 3.75	\$ 5,287.50	\$ 3.75	\$ 5,287.50	\$ 5.00	\$ 7,050.00
P-610-1	Structural Portland Cement Concrete		145	CY	\$ 450.00	\$ 65,250.00	\$ 450.00	\$ 65,250.00	\$ 450.00	\$ 65,250.00	\$ 430.00	\$ 62,350.00	\$ 500.00	\$ 72,500.00
P-610-2	Dowels		465	EA	\$ 20.00	\$ 9,300.00	\$ 14.00	\$ 6,510.00	\$ 40.00	\$ 18,600.00	\$ 44.50	\$ 20,692.50	\$ 55.00	\$ 25,575.00
P-620-1	Permanent Airfield Marking with Beads		570	SF	\$ 1.20	\$ 684.00	\$ 1.50	\$ 855.00	\$ 2.85	\$ 1,615.50	\$ 2.75	\$ 1,561.25	\$ 4.00	\$ 2,280.00
P-620-2	Permanent Airfield Marking (No Beads)		2,465	SF	\$ 1.00	\$ 2,465.00	\$ 2.80	\$ 6,902.00	\$ 2.55	\$ 6,285.75	\$ 2.20	\$ 5,422.00	\$ 4.00	\$ 9,860.00
P-620-3	Temporary Airfield Marking (No Beads)		420	SF	\$ 0.80	\$ 336.00	\$ 2.70	\$ 1,134.00	\$ 2.10	\$ 882.00	\$ 2.20	\$ 924.00	\$ 3.00	\$ 1,260.00
P-620-4	Marking Removal		50	SF	\$ 2.00	\$ 100.00	\$ 6.50	\$ 325.00	\$ 5.25	\$ 262.50	\$ 4.40	\$ 220.00	\$ 7.00	\$ 350.00
D-701-1	12-inch Reinforced Concrete Pipe (Class IV)		320	LF	\$ 55.00	\$ 17,600.00	\$ 62.50	\$ 20,000.00	\$ 30.00	\$ 9,600.00	\$ 65.00	\$ 20,800.00	\$ 115.00	\$ 36,800.00
D-701-2	15-inch Reinforced Concrete Pipe (Class IV)		450	LF	\$ 60.00	\$ 27,000.00	\$ 66.50	\$ 29,925.00	\$ 35.00	\$ 15,750.00	\$ 70.00	\$ 31,500.00	\$ 120.00	\$ 54,000.00
D-701-3	18-inch Reinforced Concrete Pipe (Class IV)		575	LF	\$ 65.00	\$ 37,375.00	\$ 74.50	\$ 48,012.50	\$ 57.00	\$ 32,775.00	\$ 68.00	\$ 44,860.00	\$ 125.00	\$ 71,875.00
D-701-4	6-inch Ductile Iron Pipe		50	LF	\$ 90.00	\$ 4,500.00	\$ 44.50	\$ 2,225.00	\$ 35.00	\$ 1,750.00	\$ 55.00	\$ 2,750.00	\$ 75.00	\$ 3,750.00
D-701-5	18-inch HDPE Pipe		125	LF	\$ 50.00	\$ 6,250.00	\$ 51.50	\$ 6,437.50	\$ 37.00	\$ 4,625.00	\$ 50.00	\$ 6,250.00	\$ 110.00	\$ 13,750.00
D-706-1	6-inch Underdrain Pipe		2,473	LF	\$ 20.00	\$ 49,460.00	\$ 23.00	\$ 56,923.00	\$ 21.00	\$ 51,933.00	\$ 21.00	\$ 51,933.00	\$ 25.00	\$ 61,825.00
D-706-2	Underdrain Cleanout		9	EA	\$ 900.00	\$ 8,100.00	\$ 305.00	\$ 2,745.00	\$ 450.00	\$ 4,050.00	\$ 350.00	\$ 3,150.00	\$ 350.00	\$ 3,150.00
D-706-3	Concrete Heavnl		1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00	\$ 1,700.00	\$ 1,700.00	\$ 1,900.00	\$ 1,900.00	\$ 1,500.00	\$ 1,500.00
D-706-4	48-inch Diameter Manhole		2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00	\$ 9,000.00	\$ 18,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00
D-706-5	72-inch Diameter Manhole		2	EA	\$ 5,000.00	\$ 10,000.00	\$ 4,800.00	\$ 9,600.00	\$ 5,500.00	\$ 11,000.00	\$ 7,250.00	\$ 14,500.00	\$ 5,500.00	\$ 11,000.00
D-751-1	48-inch Diameter Catch Basin		4	EA	\$ 3,000.00	\$ 12,000.00	\$ 2,800.00	\$ 11,200.00	\$ 3,500.00	\$ 14,000.00	\$ 4,610.00	\$ 18,440.00	\$ 5,200.00	\$ 20,800.00
D-751-4	72-inch Diameter Catch Basin		3	EA	\$ 5,000.00	\$ 15,000.00	\$ 4,800.00	\$ 14,400.00	\$ 5,500.00	\$ 16,500.00	\$ 8,200.00	\$ 24,600.00	\$ 7,400.00	\$ 22,200.00
D-751-6	18-inch HDPE Flared End Section		1	EA	\$ 1,000.00	\$ 1,000.00	\$ 295.00	\$ 295.00	\$ 225.00	\$ 225.00	\$ 600.00	\$ 600.00	\$ 300.00	\$ 300.00
L108-1	1/2" #8 SKV Type C Cable		1,010	LF	\$ 2.50	\$ 2,525.00	\$ 2.00	\$ 2,020.00	\$ 1.60	\$ 1,616.00	\$ 1.65	\$ 1,666.50	\$ 3.00	\$ 3,030.00
L108-2	1/2" #6 Bare Counterpoise Wire		505	LF	\$ 3.00	\$ 1,515.00	\$ 2.25	\$ 1,136.25	\$ 2.10	\$ 1,060.50	\$ 2.20	\$ 1,111.00	\$ 3.00	\$ 1,515.00
L108-4	1/2" #10 800V Type THHN Cable		1,280	LF	\$ 1.30	\$ 1,664.00	\$ 1.50	\$ 1,920.00	\$ 1.10	\$ 1,408.00	\$ 1.10	\$ 1,408.00	\$ 3.00	\$ 3,840.00
L108-9	1/2" #8 500V Type THHN Cable		2,030	LF	\$ 1.50	\$ 3,045.00	\$ 2.00	\$ 4,060.00	\$ 1.60	\$ 3,248.00	\$ 1.65	\$ 3,349.50	\$ 3.00	\$ 6,090.00

L110-1	Z PVC Concrete Encased Duct	230	LF	\$	18.00	\$	4,140.00	\$	14.00	\$	3,220.00	\$	15.50	\$	2,875.00	\$	13.20	\$	3,036.00	\$	25.00	\$	5,750.00
L-110-3	Z Rigid Steel Conduit Underground	280	LF	\$	20.00	\$	5,600.00	\$	16.00	\$	4,480.00	\$	15.50	\$	4,340.00	\$	16.50	\$	4,665.00	\$	50.00	\$	14,500.00
L-125-1	Stake Mounted 1861T Elevated Taxway Edge Light	4	EA	\$	600.00	\$	2,400.00	\$	650.00	\$	2,600.00	\$	650.00	\$	2,600.00	\$	660.00	\$	2,640.00	\$	1,000.00	\$	4,000.00
L-125-2	Remove and Reinstall Existing Stake Mounted L-861T Elevated Taxway Edge	3	EA	\$	200.00	\$	600.00	\$	425.00	\$	1,275.00	\$	425.00	\$	1,275.00	\$	440.00	\$	1,320.00	\$	450.00	\$	1,350.00
L-858-1	New Lighted Guidance Sign, 1 Module	1	EA	\$	3,500.00	\$	3,500.00	\$	5,500.00	\$	5,500.00	\$	4,600.00	\$	4,600.00	\$	4,950.00	\$	4,950.00	\$	5,000.00	\$	5,000.00
L-901-1	Seeding	3,890	SY	\$	1.00	\$	3,890.00	\$	0.80	\$	3,112.00	\$	0.40	\$	1,556.00	\$	0.60	\$	2,334.00	\$	1.00	\$	3,890.00
T-905-1	Topsoiling	3,890	SY	\$	1.50	\$	5,835.00	\$	3.80	\$	14,782.00	\$	4.00	\$	15,560.00	\$	4.00	\$	15,560.00	\$	2.00	\$	7,780.00
262713-5	Hangar 1-10 Power Modification and Power Poles	1	LS	\$	6,000.00	\$	6,000.00	\$	12,500.00	\$	12,500.00	\$	12,500.00	\$	12,500.00	\$	11,000.00	\$	11,000.00	\$	20,000.00	\$	20,000.00
	Phase 1 Base Bid Sub total:						\$ 866,484.15				\$ 973,879.25				\$ 1,047,962.25				\$ 1,172,654.25				\$ 1,393,907.50
	PHASE 1 - Additive Alternate #1 - SRE Pavement Expansion																						
M-008-1	HMA Saw and Seal Pavement Joints	95	LF	\$	5.00	\$	475.00	\$	11.00	\$	1,045.00	\$	10.50	\$	997.50	\$	3.70	\$	351.50	\$	12.00	\$	1,140.00
P-151-1	Clearing and Grubbing	0.10	AC	\$	6,500.00	\$	650.00	\$	33,800.00	\$	3,380.00	\$	41,000.00	\$	4,100.00	\$	328,000.00	\$	2,800.00	\$	20,000.00	\$	2,000.00
P-152-1	Undersized Excavation	165	CY	\$	6.00	\$	990.00	\$	8.00	\$	1,320.00	\$	11.50	\$	2,475.00	\$	3.00	\$	1,815.00	\$	4.00	\$	1,815.00
P-152-2	Embankment In Place	55	CY	\$	10.00	\$	550.00	\$	8.00	\$	440.00	\$	6.50	\$	357.50	\$	3.00	\$	165.00	\$	4.00	\$	220.00
P-154-1	Subbase Course	65	CY	\$	20.00	\$	1,300.00	\$	25.00	\$	1,625.00	\$	28.00	\$	1,820.00	\$	31.50	\$	2,047.50	\$	32.00	\$	2,080.00
P-156-1	Silt Fence	180	LF	\$	3.00	\$	540.00	\$	2.60	\$	468.00	\$	3.00	\$	540.00	\$	3.50	\$	630.00	\$	3.00	\$	540.00
P-156-3	Erosion Control Blanket	370	SY	\$	2.00	\$	740.00	\$	2.00	\$	740.00	\$	3.00	\$	1,110.00	\$	1.75	\$	647.50	\$	3.00	\$	1,110.00
P-209-1	Crushed Aggregate Base Course	70	CY	\$	30.00	\$	2,100.00	\$	30.00	\$	2,100.00	\$	42.00	\$	2,940.00	\$	43.00	\$	3,010.00	\$	38.00	\$	2,700.00
P-403-1	Bituminous Concrete Pavement	80	TON	\$	100.00	\$	8,000.00	\$	83.00	\$	6,640.00	\$	175.00	\$	14,000.00	\$	183.00	\$	13,440.00	\$	100.00	\$	8,000.00
P-403-1	Bituminous Tack Coat	40	GAL	\$	2.00	\$	80.00	\$	4.00	\$	160.00	\$	25.00	\$	1,000.00	\$	28.00	\$	1,120.00	\$	50.00	\$	2,000.00
D-701-6	1 1/2-in PVC Pipe (PR 160 PS)	55	LF	\$	5.00	\$	275.00	\$	4.00	\$	220.00	\$	27.00	\$	1,485.00	\$	21.00	\$	1,155.00	\$	50.00	\$	2,750.00
D-751-7	Adjust Structure to Grade	1	EA	\$	450.00	\$	450.00	\$	500.00	\$	500.00	\$	425.00	\$	700.00	\$	7.70	\$	1,655.50	\$	21.00	\$	500.00
L110-2	1" PVC Concrete Encased Duct	215	LF	\$	14.00	\$	3,010.00	\$	10.00	\$	2,150.00	\$	8.00	\$	1,720.00	\$	0.60	\$	1,290.00	\$	2.00	\$	430.00
L-901-1	Seeding	350	SY	\$	1.00	\$	350.00	\$	0.80	\$	280.00	\$	0.40	\$	140.00	\$	0.60	\$	210.00	\$	1.00	\$	350.00
T-905-1	Topsoiling	350	SY	\$	1.50	\$	525.00	\$	3.80	\$	1,330.00	\$	4.00	\$	1,400.00	\$	4.00	\$	1,400.00	\$	2.00	\$	700.00
	Additive Alternates #1 Sub total:						\$ 20,035.00				\$ 24,433.00				\$ 34,785.00				\$ 33,027.00				\$ 28,650.00
	Phase 1 Total:						\$ 886,519.15				\$ 998,312.25				\$ 1,082,747.25				\$ 1,205,681.25				\$ 1,422,557.50

PHASE II														
G-001-2	Safety and Phasing - Phase 2	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	\$ 9,000.00	\$ 100,000.00	\$ 100,000.00	\$ 34,850.00	\$ 5,000.00	\$ 34,850.00	\$ 75,000.00	\$ 75,000.00
G-001-4	Highway Traffic Control	1	AL	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
G-002-1	As-Built Drawings	1	FS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
M-001-2	Mobilization - Phase 2	1	LS	\$ 24,108.05	\$ 24,108.05	\$ 24,000.00	\$ 24,000.00	\$ 30,000.00	\$ 35,200.00	\$ 6,900.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
M-001-4	Engineer's Field Office - Phase 2	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 4,900.00	\$ 4,900.00	\$ 13,970.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 1,200.00	\$ 16,800.00
M-002-1	Bollards	14	EA	\$ 350.00	\$ 4,900.00	\$ 955.00	\$ 1,300.00	\$ 3,120.00	\$ 550.00	\$ 2,400.00	\$ 11.00	\$ 2,500.00	\$ 14.00	\$ 3,350.00
M-005-1	Blunt-topped Concrete Curb	240	LF	\$ 4.00	\$ 960.00	\$ 2,400.00	\$ 3,300.00	\$ 14,740.00	\$ 10.50	\$ 2,500.00	\$ 3.70	\$ 4,950.00	\$ 12.00	\$ 16,080.00
M-008-1	HMA Sew and Seal Pavement Joints	1,340	LF	\$ 4.00	\$ 5,360.00	\$ 11.00	\$ 14,740.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 1,828.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
M-010-1	Joint Sealing	1	SY	\$ 2,500.00	\$ 2,500.00	\$ 66.50	\$ 66.50	\$ 317.00	\$ 317.00	\$ 1,480.00	\$ 40.70	\$ 1,520.70	\$ 2,500.00	\$ 2,500.00
M-011-1	Pavement Milling	40	SY	\$ 12.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 6,500.00	\$ 5,500.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00
M-012-1	Aerial Photographs	575	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 47,387.50	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00
P-152-1	Unclassified Excavation	10	CY	\$ 200.00	\$ 2,000.00	\$ 2,000.00	\$ 2,985.00	\$ 42,517.00	\$ 60.00	\$ 800.00	\$ 180.00	\$ 1,860.00	\$ 1,860.00	\$ 1,860.00
P-152-3	Rock Excavation	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 340.00	\$ 2,980.00	\$ 2,980.00	\$ 3,150.00	\$ 2,205.00	\$ 850.00	\$ 3,055.00	\$ 3,055.00	\$ 3,055.00
P-152-4	Remove Existing Drainage Structure	400	LF	\$ 15.00	\$ 6,000.00	\$ 11.50	\$ 4,600.00	\$ 6,400.00	\$ 225.00	\$ 14.00	\$ 5,600.00	\$ 18.25	\$ 7,900.00	\$ 7,900.00
P-152-5	Remove Existing Drainage Pipe	20	CY	\$ 200.00	\$ 4,000.00	\$ 320.00	\$ 320.00	\$ 6,400.00	\$ 28.00	\$ 72,800.00	\$ 205.00	\$ 81,900.00	\$ 500.00	\$ 10,000.00
P-154-1	Controlled Low Strength Material	2,600	CY	\$ 20.00	\$ 52,000.00	\$ 25.00	\$ 65,000.00	\$ 65,000.00	\$ 28.00	\$ 72,800.00	\$ 31.50	\$ 81,900.00	\$ 32.00	\$ 83,200.00
P-156-1	Subbase Course	150	LF	\$ 3.00	\$ 450.00	\$ 2.60	\$ 390.00	\$ 390.00	\$ 3.00	\$ 450.00	\$ 3.60	\$ 540.00	\$ 3.00	\$ 450.00
P-156-2	Silt Fence	8	EA	\$ 150.00	\$ 1,200.00	\$ 155.00	\$ 1,240.00	\$ 1,300.00	\$ 1,300.00	\$ 1,040.00	\$ 225.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00
P-156-4	Erosion and Sediment Control and Stormwater Management Plan and Monitor	310	LF	\$ 2.00	\$ 620.00	\$ 4.50	\$ 1,395.00	\$ 3.00	\$ 930.00	\$ 6.10	\$ 1,891.00	\$ 6.00	\$ 1,897.00	\$ 1,897.00
P-158-1	Temporary Construction Exit - Phase 2	1	LS	\$ 500.00	\$ 500.00	\$ 2,780.00	\$ 2,780.00	\$ 2,780.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
P-203-1	Crushed Aggregate Base Course	1,275	CY	\$ 50.00	\$ 63,750.00	\$ 30.00	\$ 38,250.00	\$ 38,250.00	\$ 43.00	\$ 54,525.00	\$ 43.00	\$ 54,525.00	\$ 38.00	\$ 48,725.00
P-403-1	Blunt-topped Concrete Pavement Hand Work	1,530	TON	\$ 100.00	\$ 153,000.00	\$ 83.00	\$ 126,990.00	\$ 126,990.00	\$ 75.50	\$ 121,552.50	\$ 91.50	\$ 139,952.50	\$ 105.00	\$ 160,550.00
P-603-1	Blunt-topped Concrete Pavement	20	TON	\$ 120.00	\$ 2,400.00	\$ 4.00	\$ 3,080.00	\$ 3,080.00	\$ 4.00	\$ 3,080.00	\$ 4.00	\$ 3,080.00	\$ 5.00	\$ 3,085.00
P-610-1	Structural Portland Cement Concrete	46	CY	\$ 450.00	\$ 20,700.00	\$ 450.00	\$ 20,700.00	\$ 450.00	\$ 450.00	\$ 20,700.00	\$ 46.00	\$ 20,746.00	\$ 55.00	\$ 20,801.00
P-610-2	Dowels	295	SF	\$ 1.20	\$ 354.00	\$ 2.90	\$ 855.50	\$ 2.10	\$ 619.50	\$ 2.75	\$ 811.25	\$ 3.00	\$ 873.00	\$ 873.00
P-620-1	Permanent Airfield Marking with Beads	290	SF	\$ 0.80	\$ 232.00	\$ 62.50	\$ 18,125.00	\$ 30.00	\$ 8,700.00	\$ 69.50	\$ 20,115.00	\$ 115.00	\$ 33,000.00	\$ 33,000.00
P-620-3	Temporary Airfield Marking (No Beads)	200	LF	\$ 55.00	\$ 11,000.00	\$ 62.50	\$ 12,500.00	\$ 30.00	\$ 6,000.00	\$ 69.50	\$ 13,900.00	\$ 115.00	\$ 23,000.00	\$ 23,000.00
D-701-1	12-Inch Reinforced Concrete Pipe (Class IV)	470	LF	\$ 65.00	\$ 30,550.00	\$ 83.50	\$ 39,245.00	\$ 22.00	\$ 10,340.00	\$ 82.25	\$ 38,657.50	\$ 125.00	\$ 58,750.00	\$ 58,750.00
D-701-3	18-Inch Reinforced Concrete Pipe (Class IV)	1,450	LF	\$ 20.00	\$ 29,000.00	\$ 33.00	\$ 47,850.00	\$ 450.00	\$ 652.50	\$ 875.00	\$ 7,650.00	\$ 5,200.00	\$ 12,850.00	\$ 12,850.00
D-705-1	6-inch Underdrain Pipe	8	EA	\$ 900.00	\$ 7,200.00	\$ 305.00	\$ 2,440.00	\$ 4,800.00	\$ 4,800.00	\$ 3,600.00	\$ 8,025.00	\$ 45,900.00	\$ 5,200.00	\$ 5,200.00
D-705-2	Underdrain Cleanout	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	
D-705-3	72-inch Diameter Manhole	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00	\$ 16,800.00	\$ 3,500.00	\$ 7,000.00	\$ 8,025.00	\$ 8,025.00	\$ 8,025.00	
D-705-4	48-inch Diameter Catch Basin	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00	\$ 16,800.00	\$ 3,500.00	\$ 7,000.00	\$ 8,025.00	\$ 8,025.00	\$ 8,025.00	
D-705-5	72-inch Diameter Catch Basin	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00	\$ 16,800.00	\$ 3,500.00	\$ 7,000.00	\$ 8,025.00	\$ 8,025.00	\$ 8,025.00	
L-108-1	1/2" #8 SKV Type C Cable	290	LF	\$ 3.50	\$ 1,015.00	\$ 2.50	\$ 725.00	\$ 1.50	\$ 427.50	\$ 2.20	\$ 638.00	\$ 3.00	\$ 870.00	\$ 870.00
L-125-2	1/2" #8 Bare Counterpoise Wire	3	EA	\$ 200.00	\$ 600.00	\$ 420.00	\$ 1,260.00	\$ 425.00	\$ 1,275.00	\$ 440.00	\$ 1,320.00	\$ 450.00	\$ 1,350.00	
T-901-1	Remove and Reinstall Existing Stake Mounted L-851T Elevated Taxway Edge	930	SY	\$ 1.00	\$ 930.00	\$ 1.00	\$ 930.00	\$ 4.00	\$ 3,720.00	\$ 0.50	\$ 465.00	\$ 1.00	\$ 930.00	
T-905-1	Seeding	930	SY	\$ 1.50	\$ 1,395.00	\$ 3.80	\$ 3,534.00	\$ 4.00	\$ 3,720.00	\$ 4.10	\$ 3,813.00	\$ 2.00	\$ 1,860.00	
Phase 2 Base Bid Subtotal:					\$ 506,259.05		\$ 557,287.50		\$ 651,659.00		\$ 738,234.75		\$ 819,650.00	



U.S. Department
of Transportation

Federal Aviation
Administration

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: May 29, 2012

State of New Hampshire Block Grant

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

DUNS No.: 80-859-1697

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 30, 2012,
for a grant of Federal funds for a project at or associated with the State of New Hampshire
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2012),

all as more particularly shown in the project application.

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

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

Conditions

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

\$00.00	for planning
\$1,960,512.00	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 29, 2012, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

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

C. Definitions

For purposes of this award term:

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

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

12. Trafficking Persons:

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

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

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

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

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

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

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

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

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

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

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

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

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

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

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

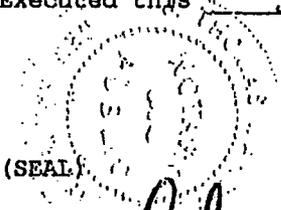
UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Barbara Kelly
Title: Manager, Airports Division,
ACT 10 New England Region

Part II - Acceptance

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

Executed this 31st day of May, 2012.
State of New Hampshire



By Michael P. [Signature]
Title: Deputy Commissioner

Attest: [Signature]
Title: Administrator
J. THOMAS MANSEAU, Notary Public
My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Stephen G. LaBonte, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Concord, NH this 15th day of June, 2012.

[Signature]
Signature of Sponsor's Attorney



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

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

**GRANT AGREEMENT
Part 1 - Offer**

Date of Offer: July 17, 2013

State of New Hampshire Block Grant

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

DUNS No.: 80-859-1697

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 23, 2013,
for a grant of Federal funds for a project at or associated with the State of New Hampshire
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2013),

all as more particularly shown in the project application.

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

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

Conditions

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

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

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

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before August 19, 2013, or such subsequent date as may be prescribed in writing by the FAA.

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

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

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

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

C. Definitions

For purposes of this award term:

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

2. Data Universal Numbering System

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

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

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

4. Subaward:

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

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

5. Subrecipient means an entity that:

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

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

12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. may not be increased for a planning project;
- b. may be increased by not more than 15 percent for development projects;
- c. may be increased by not more than 15 percent for land projects.

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

a. **Grant Recipient Requirements.**

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

b. **System User Access.**

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

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

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

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

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

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

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

14. Trafficking Persons:

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

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

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

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

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

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

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

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

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

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

c. Provisions applicable to any recipient.

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

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

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

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

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

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

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Bryant Roll
Title: Manager, Airports Division,
New England Region

Part II - Acceptance

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

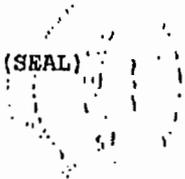
Executed this 18th day of July, 2013.

State of New Hampshire

[Signature]
Signature of Sponsor's Designated Official Representative

Patrick C. Herlihy
Typed Name of Sponsor's Designated Official Representative

Director
Typed Title of Sponsor's Designated Official Representative



Attest: [Signature]
J. THOMAS MANSEAU, Notary Public
Title: My Commission Expires November 17, 2016

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Brian Buonamano, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Concord NH this 24 day of July, 2013

[Signature]
Signature of Sponsor's Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

Federal Aviation Administration
New England Region

RECEIVED

MAY 17 2016

1200 District Ave.
Burlington, MA 01803

NH AERONAUTICS

MAY 13 2016

Mr. Patrick Herlihy
Director of Aeronautics, Rail & Transit
New Hampshire Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, New Hampshire 03301
Attn: Ms. Carol Niewola

John 5/17/16
Carol 5/18/16

Airport Improvement Program Grant # 3-33-SBGP-020-2014
DUNS Number 80-859-1697
State of New Hampshire Block Grant Program
Letter Amendment (Amendment No. 1)

Dear Mr. Herlihy:

This is in response to Ms. Niewola's e-mail dated April 21, 2016, requesting an amendment to the Grant Agreement for the subject AIP project to: decrease the maximum obligation of the United States as set forth in the Grant Agreement accepted by the Sponsor on July 2, 2014.

This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to decrease the maximum obligation of the United States by \$347,326 (from \$3,122,029 to \$2,774,703) to cover the Federal share of the total actual eligible and allowable project costs. Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

Mary T. Walsh
Manager, Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I - OFFER

Date of Offer	<u>JUN 8 0 2014</u>
Block Grant Number	<u>N/A</u>
AIP Grant Number	<u>3-33-SBGP-020-2014</u>
DUNS Number	<u>80-859-1697</u>

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

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

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

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

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

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

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

CONDITIONS

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

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

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

11. State Apportionment Funds.

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

19. TRAFFICKING IN PERSONS.

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

12. Ban on Texting When Driving.

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

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

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

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

B. State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—

- a. the total Federal funding authorized to date under this grant is \$25,000 or more;
- b. In the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. The State must report its executive total compensation:

- a. As part of the State's registration profile at <http://www.sam.gov>.
- b. By the end of the month following the month in which this award is made, and annually thereafter.

C. State Reporting of Subrecipient Executive Total Compensation.

1. Unless the subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—

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

2. The subrecipient must report subrecipient executive total compensation:

- a. To the State.

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

D. Exemptions

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


(Signature)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division, New England Region

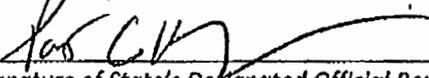
(Title)

PART II – ACCEPTANCE

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

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

Executed this 2nd day of July, 2014.



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

(Typed Name of State's Designated Official Representative)
Title: Director of Aeronautics, Rail and Transit

(Typed Title of State's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

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

Dated at 11:31 a.m. this 11th day of July, 2014.

By 

(Signature of State's Attorney)

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



U.S. Department
of Transportation
Federal Aviation
Administration

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

Date of Offer	JUL 27 2015
Block Grant Number	n/a
AIP Grant Number	3-33-SBGP-021-2015
DUNS Number	808591697

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

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

WHEREAS, the State has submitted a Block Grant Application dated May 1, 2015 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$2,022,238. Of this amount a minimum of \$2,022,238 must be expended for projects at airports as prescribed in the conditions.

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

CONDITIONS

1. **Grant Amendments.** Future grant amendments may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act.
2. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 21, 2015** or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.

8. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.

9. **Required Federal Provisions.** The State agrees that all subgrants will include the required federal contract provisions.

10. **Nonprimary Entitlement Funds.**

\$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000

ASH, Boire Field, Nashua, NH, \$150,000

LCI, Laconia Municipal Airport, Gifford, NH, \$150,000

DAW, Skyhaven Airport, Rochester, NH, \$150,000

HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000

CNH, Claremont Municipal Airport, Claremont, NH, \$150,000

CON, Concord Municipal Airport, Concord, NH, \$150,000

BML, Berlin Regional Airport, Milan, NH, \$150,000

5B9, Dean Memorial Airport, North Haverhill, NH, \$150,000

11. **State Apportionment.**

\$ 672,238 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

12. **Trafficking In Persons.**

A. **Prohibitions:** The prohibitions against trafficking in persons (Prohibitions) that apply to private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) or any entity other than a State, a local government, an Indian tribe, or a foreign public entity are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

13. Ban on Texting While Driving.

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

14. Runway Safety Area Determination. The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 “Runway Safety Area Program”.

15. Suspension or Debarment. The State must inform the FAA when the State suspends or debar a contractor, person, or entity.

16. System for Award Management (SAM) Registration And Universal Identifier.

- A. The System for Award Management (SAM) incorporated the Central Contractor Registration (CCR): SAM is the official United States Government system into which an entity must provide

Information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- B. Requirement for System for Award Management (SAM): Unless the State is exempted from this requirement under 2 CFR 25.110, the State must maintain their information current in the SAM until the State submits the final financial report required under this grant or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.
 - C. Requirement for Data Universal Numbering System (DUNS) Numbers:
 - 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 - 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
17. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
18. **Reporting Subgrants and Executive Compensation**.
- A. State Reporting Requirements of Subgrants.
 - 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 - 2. The State must report each subgrant to <http://www.frs.gov>.
 - 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 - 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.frs.gov>.
 - B: State Reporting Total Compensation of State Executives.
 - 1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—

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

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

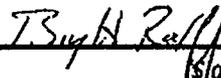
D. Exemptions

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

1. Subgrants, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
19. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division

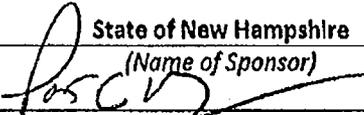
(Title)

PART II - ACCEPTANCE

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

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

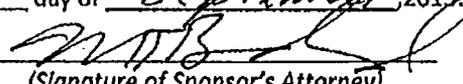
Executed this 8th day of September, 2015.

State of New Hampshire
 (Name of Sponsor)

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

CERTIFICATE OF STATE'S ATTORNEY

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

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH this 8 day of September, 2015.
By: 
(Signature of Sponsor's Attorney)

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



U.S. Department
of Transportation
Federal Aviation
Administration

RECEIVED

JUL 20 2016

NH AERONAUTICS

AVIATION BLOCK GRANT PROGRAM

GRANT AGREEMENT

PART I - OFFER

JUL 19 2016

Date of Offer

Block Grant Number

N/A

AIP Grant Number

3-33-SBGP-022-2016

DUNS Number

808591697

TO: State of New Hampshire

(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated April 28, 2016 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$1,157,679.

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

CONDITIONS

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

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

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

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

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

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

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

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before August 22, 2016 or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.**
\$663,210 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:
- EEN, Dillant Hopkins Airport, Keene/Swanzey, NH, \$73,690
 - ASH, Boire Field, Nashua, NH, \$73,690
 - LCI, Laconia Municipal Airport, Gilford, NH, \$73,690
 - DAW, Skyhaven Airport, Rochester, NH, \$73,690
 - HIE, Mt. Washington Regional Airport, Whitefield, NH, \$73,690
 - CNH, Claremont Municipal Airport, Claremont, NH, \$73,690
 - CON, Concord Municipal Airport, Concord, NH, \$73,690
 - BML, Berlin Regional Airport, Milan, NH, \$73,690
 - 5B9, Dean Memorial Airport, North Haverhill, NH, \$73,690
13. **State Apportionment.**
\$494,469 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.
14. **Trafficking in Persons.**
A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This

includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and Individuals covered by third party contracts. Prohibitions include:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
- C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.
- 15. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
- 16. Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 “Runway Safety Area Program”.
- 17. Audits for Public Sponsors.**
- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
18. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
19. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.
20. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.

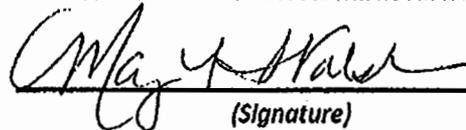
1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsr.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.**
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. In the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.**
1. Unless the subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- 2. The subrecipient must report subrecipient executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
 - If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
 - 1. Subgrants, and
 - 2. The total compensation of the five most highly compensated executives of any subrecipient.
- 22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
- 23. **Buy American Requirement:**
 - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
- 24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

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

UNITED STATES OF AMERICA
 FEDERAL AVIATION ADMINISTRATION



 (Signature)

Mary T. Walsh

 (Typed Name)

Manager, Airports Division

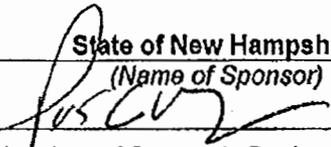
 (Title)

PART II - ACCEPTANCE

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

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

Executed this 25th day of July, 2016.

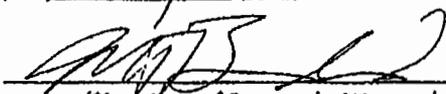
State of New Hampshire
 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 By: Patrick C. Herlihy
 (Typed Name of Sponsor's Designated Official Representative)
 Title: DIRECTOR OF ACCOUNTS, RAIL and TRANSIT
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 26 day of July, 2016.

By: 
(Signature of Sponsor's Attorney)

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



U.S. Department
of Transportation
Federal Aviation
Administration

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

Date of Offer	<u>August 30, 2016</u>
Block Grant Number	<u>N/A</u>
AIP Grant Number	<u>3-33-SBGP-023-2016</u>
DUNS Number	<u>808591697</u>

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

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

WHEREAS, the State has submitted a Block Grant Application dated August 8, 2016 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$1,196,073.

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

CONDITIONS

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

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

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

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.
2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
 - C. Assurances: Planning Agency Sponsors, and
 - D. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (12/31/2015).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before September 16, 2016 or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.**
\$686,790 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:
- EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$76,310
 - ASH, Boire Field, Nashua, NH, \$76,310
 - LCI, Laconia Municipal Airport, Gilford, NH, \$73,690
 - DAW, Skyhaven Airport, Rochester, NH, \$76,310
 - HIE, Mt. Washington Regional Airport, Whitefield, NH, \$76,310
 - CNH, Claremont Municipal Airport, Claremont, NH, \$76,310
 - CON, Concord Municipal Airport, Concord, NH, \$76,310
 - BML, Berlin Regional Airport, Milan, NH, \$76,310
 - 5B9, Dean Memorial Airport, North Haverhill, NH, \$76,310
13. **State Apportionment.**
\$509,283 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.
14. **Trafficking in Persons.**
A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This

Includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.
- 15. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
- 16. Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
- 17. Audits for Public Sponsors.**
- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
- 18. Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 19. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.
- 20. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 21. Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsr.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.**
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.**
1. Unless the subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

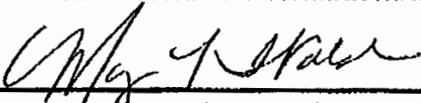
2. The subrecipient must report subrecipient executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October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

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

 1. Subgrants, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
23. **Buy American Requirement:**
 - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mary T. Walsh

(Typed Name)

Manager, Airports Division

(Title)

PART II - ACCEPTANCE

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

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

Executed this 9th day of September 2016.

State of New Hampshire
(Name of Sponsor)
[Signature]
(Signature of Sponsor's Designated Official Representative)

By: PATRICK C. HERLIHY
(Typed Name of Sponsor's Designated Official Representative)

Title: DIRECTOR, DIVISION OF AERONAUTICS, RAIL & TRANSIT
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

Matthew Boardman, acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 9 day of September, 2016.

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

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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	September 22, 2016
Airport/Planning Area	Skyhaven Airport
State Block Grant Number	SBG 15-07-2016
DUNS Number	62-009-4771
TO:	Pease Development Authority (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated April 15, 2016, for a grant of Federal and State funds for a project at or associated with the Skyhaven Airport, which as approved by the State, is included as part of this Grant Agreement; and

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

Rehabilitate and Expand Taxilanes and Drainage Systems – Phase II (Construction)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is **\$1,738,037.66.**

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

\$0.00 for planning

\$1,738,037.66 for airport development or noise program implementation

\$0.00 for land acquisition.

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

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

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

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the State to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **October 21, 2016**, or such subsequent date as may be prescribed in writing by the State.

- 9. Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms “Federal funds” and “State funds” means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
- 10. United States and State Not Liable for Damage or Injury.** Neither the United States nor the State is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal and State funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–606–8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the State, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the

Sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

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

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA and State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA and State to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA or State determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

22. Exhibit “A” Property Map. The Exhibit “A” Property Map dated **April 8, 2016**, is submitted with the project application and made part of this grant agreement.

23. Availability of Funds. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become

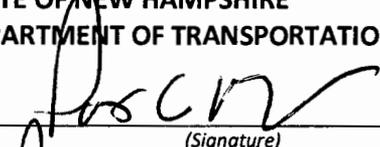
available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

- 24. Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.
- 25. Assignment of Interest.** The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.
- 26. Entire Agreement.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.
- 27. Public Meeting.** By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.
- 28. Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the State and submit it in final form to the State. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
- 29. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal and state financial assistance at the airport. The Sponsor further agrees that the program will:
1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - 1) location of all runways, taxiways, and aprons;
 - 2) dimensions;
 - 3) type of pavement, and;
 - 4) year of construction or most recent major rehabilitation.
 - b. Inspection Schedule.
 - 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. inspection date;
 - b. location;
 - c. distress types; and
 - d. maintenance scheduled or performed.
5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.
30. **Environmental Permits.** The Sponsor shall not proceed with the removal of Hangar #1, so called, until all required permits have been issued, if any, and the appropriate historic properties affected/not affected memorandum has been executed and copies of these documents provided to the State.
31. **Residential Through-the-Fence.** The Sponsor agrees that it will implement the Residential Through-the-Fence Access Plan, accepted by the FAA on July 21, 2015. It is further agreed that any changes required to the Residential Through-the-Fence Access Plan that result from this grant project will be incorporated into the Residential Through-the-Fence Access Plan, which the Sponsor will update and submit to the FAA prior to grant closeout.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)
Patricia C Herlihy

(Typed Name)
Director

(Title of NHDOT Official)

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

Dated: 10/19/16

By: 

Assistant Attorney General

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

Dated: _____
By: _____
Secretary of State

Attest: _____

(Title)

PART II - ACCEPTANCE

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

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

Executed this 27TH day of September.

Renss Development Authority
(Name of Sponsor)

[Signature]
(Signature of Sponsor's Authorized Official)

By: DAVID MULLEN
(Typed Name of Sponsor's Authorized Official)

Title: Executive Director
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, LYNN MARIE HINCHEE, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

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

Dated at PORTSMOUTH (location) this 27TH day of SEPTEMBER, 2016.

By: [Signature] #1219
(Signature of Sponsor's Attorney)

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

I, David R. Mullen, Executive Director of the Pease Development Authority, do hereby certify that the following is the motion the Pease Development Authority resolved to adopt at its April 21, 2016 Board meeting:

Contingent upon the FAA AIP project funds being made available to PDA, the Pease Development Authority Board of Directors hereby authorizes the Executive Director:

- (1) to accept on behalf of the PDA, a Federal Aviation Administration ("FAA") Grant Offer through the State Block Grant Program in the amount up to \$1,647,000.00 in AIP funding for the Taxiway project at Skyhaven Airport, Rochester, NH;
- (2) to accept 5.0 % of matching funds from NHDOT Division of Aeronautics in an estimated amount up to \$91,500.00;
- (3) to have PDA contribute an amount up to \$91,500.00, (equal to 5% of total eligible projects costs;
- (4) to enter into a contract with Alvin J. Coleman & Son, Inc., in an amount not to exceed \$1,624,194.75;
- (5) to enter into a contract with Jacobs Engineering in an amount not to exceed \$203,371.85; and
- (6) to take necessary steps to secure project permits including applicable wetlands permits.

The grants and contract amounts may decrease if the available funding decreases. In that case, PDA's share would be reduced proportionally; all in accordance with the memorandum from Maria J. Stowell, P.E. Manager - Engineering, dated April 14, 2016, and attached hereto.

In witness hereof, I hereto set my hand at Portsmouth, New Hampshire, this 27th day of September, 2016


David R. Mullen, Executive Director
Pease Development Authority

**Skyhaven Airport
Rochester, NH**

**Taxilane Pavement and Drainage Reconstruction
and Expansion Project (Construction)**

SBG-15-07-2016

GRANT APPLICATION

Submitted By: Pease Development Authority

Contact: Ms. Maria Stowell, P.E.
Engineer
55 International Drive
Portsmouth, NH 03801

603-433-6088
m.stowell@peasedev.org

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Application for Federal Assistance SF-424

RECEIVED

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

APR 15 2016

* Other (Specify):

NH AERONAUTICS

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

NH SBG 15-07-2016

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:

6200947710000

d. Address:

* Street1:

55 International Drive

* Street2:

* City:

Portsmouth

* County/Parish:

Rockingham

* State:

NH: New Hampshire

* Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

03801-2882

e. Organizational Unit:

Department Name:

Skyhaven Airport

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:

P.E.

Title:

Engineer

Organizational Affiliation:

Pease Development Authority

* Telephone Number:

603-433-6088

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

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.):

Rochester - Rockingham - New Hampshire.PNG

Add Attachment

Delete Attachment

View Attachment

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

Taxilane Pavement and Drainage Reconstruction and Expansion Project (Construction)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

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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:

Not applicable. This project does not influence land use.

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

None.

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

None.

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

Yes. CIP and Airport Master Plan.

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

N/A. The project does not affect the community.

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)).

Airport users have been notified of the project.

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.

Not applicable.

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

Not applicable.

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:

Not applicable.

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":

None.

quitclaim deed dated June 26, 2009 to the Pease Development Authority from the State of New Hampshire. Recorded at the Strafford County Registry of Deeds Book 3752, Page 525.

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]

Not applicable.

(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]

Not applicable.

¹ 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			\$ 2,001
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			203,318
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			1,624,196
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,829,513
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,829,513
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,829,513
19. Federal Share requested of Line 18			1,646,562
20. Grantee share			91,476
21. Other shares			91,476
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,829,513

2000.73
 203,318
 1,624,196
 1,829,513

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)	91,476
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	91,476
b. Other	
c. TOTAL - Other Shares	\$ 91,476
26. TOTAL NON-FEDERAL FINANCING	\$ 182,952

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>FAA Form 5100-100 does not allow cents. Whole dollar values were used.</p> <p>Plans and Specs Dated: 4/2016</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Taxilane Pavement and Drainage Reconstruction and Expansion
AIRPORT: Skyhaven Airport
1. Objective: The project will 1) reconstruct and install 21,070 SY of taxilane and apron pavement; 2) remove and replace the existing drainage system; 3) demolish Hangar #1; 4) move the existing overhead power supply to the hangars underground; 5) install power posts for heaters at the new tie-down area; and 6) install new taxiway edge lights and airfield guidance sign.
2. Benefits Anticipated: The project will replace deteriorated pavement that is currently graded towards the hangars in several locations as well as replacing drainage that is currently routed beneath the hangars and is undersized per the FAA required 5-year storm. The demolition of Hangar #1 will allow for the apron area to be graded to the FAA standards for apron gradients. The additional pavement being added to the northeast end of the taxiway and to the rest of the SRE building will enhance the operational safety of the airport
3. Approach: (See approved Scope of Work in Final Application) Jacobs Engineering will serve as the airports consultant for construction administration, resident engineering, and material testing services. Jacobs will utilize a sub consultant for materials testing. Reference Appendix 5 for the scope and fee estimate for engineering services. The design was completed in March 2016. The project was bid in March 2016. The construction shall be completed by the lowest responsible and responsive bidder. Upon receipt of funding the project construction is anticipated to occur in Spring 2017.
4. Geographic Location: Rochester, NH
5. If Applicable, Provide Additional Information: See Supplemental Program Narrative.
6. Sponsor's Representative: (include address & telephone number) Airport: Maria Stowell P.E., Engineering Manager, 55 International Drive, Portsmouth, NH 03801 603.766.9296 Consultant: John Gorham P.E. - Jacobs Engineering Group, Inc. - 2 Executive Park Drive, Bedford, NH 03110 603.518.1773

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Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT
Application for Federal Assistance

**Taxilane Pavement and Drainage Reconstruction
and Expansion Project (Construction)**

Skyhaven Airport
Rochester, NH
SBG-15-07-2016

GENERAL PROJECT DESCRIPTION

The project will 1) reconstruct and install 21,070 SY of taxilane and apron pavement; 2) remove and replace the existing drainage system; 3) demolish Hangar #1; 4) move the existing overhead power supply to the hangars underground; 5) install power posts for heaters at the new tie-down area; and 6) install new taxiway edge lights and airfield guidance sign.

DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS

ADMINISTRATION EXPENSE:

The grant includes costs incurred by the sponsor for the independent fee estimates (IFE) and miscellaneous project expenses that may occur during the project.

ARCHITECTURAL ENGINEERING BASIC FEES:

The grant includes fees for the construction administration, resident engineering, and material testing services. See Appendix 5 for the scope and fee.

CONSTRUCTION AND PROJECT IMPROVEMENT:

The grant includes construction costs based on the April 13, 2016 bid opening. See Appendix 4 for the bid tabulation.

Drug Free Work Place Certification – See Appendix 1

Certification for Contracts, Grants, Loans and Cooperative Agreement Form – See Attached

Project Sketches – See Appendix 5 (at end of Engineer’s Scope)

Grant Assurances – See Appendix 2

Sponsor Certification Forms – See Appendix 1

TOTAL PROJECT COST – REFER TO ATTACHED WORKSHEET FOR BREAKDOWN OF COSTS BY PHASE

The project costs are summarized below:

Administration Expense.....	\$2,000.73	✓
Architectural Engineering Basic Fees.....	\$203,317.85	✓
Construction and Project Improvement.....	\$1,624,194.75	✓
TOTAL.....	\$1,829,513.33	✓

The project funding shall be broken out as described below:

Federal Share (90%)	\$1,646,562.00
Sponsor Share (5%)	\$91,475.67
State Share (5%)	\$91,475.67
TOTAL	\$1,829,513.33

PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)

Data Collection (Separate Grant)	Fall 2015
Design (Separate Grant)	Winter 2015
Bidding (Separate Grant)	Spring 2016
Construction.....	Summer 2017

Statement on Disadvantaged Business Enterprise (DBE) Status:

The project is anticipated to achieve a 2.4% DBE participation. The sponsor has a race-neutral goal of 6%.

Statement on User Coordination:

The airport users will be notified once a construction start date has been determined.

Intergovernmental Review:

For airport improvement projects wholly contained within the airport's property boundaries, FAA has an exemption from the E.O. 12372 Intergovernmental Review Process. This project is wholly contained on the airport.

Section 106 of The National Historic Preservation Act: See attached coordination letter.

USF&W Coordination: See attached coordination letter.

Environmental Status:

FAA Order 1050.1F Sections 5.6.4.e, 5.6.4.i, 5.6.4.k, and 5.6.4.l categorically excludes this project. In addition, there are no extraordinary circumstances per paragraph 5-2 for this project. A Documented CATEX was submitted on 04/14/2016

Part III Budget Information - Worksheet

Cost Classification	Phase 1 Amount Required	Phase 2 Amount Required	Total Amount Required (Ph1 + Ph2)
Administrative expense	\$ 1,000.32	\$ 1,000.41	\$ 2,000.73
Architectural engineering basic fees	\$ 104,066.32	\$ 99,251.53	\$ 203,317.85
Construction and project improvement	\$ 998,312.25	\$ 625,882.50	\$ 1,624,194.75
Total Cost	\$ 1,103,378.89	\$ 726,134.44	\$ 1,829,513.33
Federal Share (FAA 90%)	\$ 993,041.00	\$ 653,521.00	\$ 1,646,562.00
Grantee share (PDA 5%)	\$ 55,168.94	\$ 36,306.72	\$ 91,475.67
Other shares (NHDOT 5%)	\$ 55,168.94	\$ 36,306.72	\$ 91,475.67
Total Funding	\$ 1,103,378.89	\$ 726,134.44	\$ 1,829,513.33

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Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

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

Date: 4/15/16

David R. Mullen
Name of Airport Sponsor


Signature of Authorized Official

Executive Director
Title of Authorized Official

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Please mail 2 copies of the completed form and required material to:

Cultural Resources Staff
Bureau of Environment
NH Department of Transportation
7 Hazen Drive
Concord, NH 03302

RECEIVED
BUREAU OF ENVIRONMENT

FEB 29 2016

NH DEPARTMENT OF
TRANSPORTATION

DHR Use Only	
R&C #	7426
Log In Date	2, 16, 16
Response Date	/ /
Sent Date	/ /

Request for Project Review by the New Hampshire Division of Historical Resources for Transportation Projects

- This is a new submittal.
- This is additional information relating to DHR Review and Compliance (R&C)#:

GENERAL PROJECT INFORMATION

DOT Project Name & Number Taxilane Pavement and Drainage Reconstruction and Expansion (SBG 15-06-2015)

Brief Descriptive Project Title Taxilane Pavement and Drainage Reconstruction and Expansion

Project Location Skyhaven Airport

City/Town Rochester, NH

Lead Federal Agency and Contact (if applicable) FAA through NHDOT (Carol Niewola, CM, P.E.)
(Agency providing funds, licenses, or permits)

Permit Type and Permit or Job Reference # NH SBG 15-06-2015

DOT Environmental Manager (if applicable)

PROJECT SPONSOR INFORMATION

Project Sponsor Name Pease Development Authority

Mailing Address 55 International Drive Phone Number (603)433-6088

City Portsmouth State NH Zip 03801 Email m.stowell@peasedev.org

CONTACT PERSON TO RECEIVE RESPONSE

Name/Company Maria Stowell, P.E., Pease Development Authority

Mailing Address 55 International Drive Phone Number (603)433-6088

City Portsmouth State NH Zip 03801 Email m.stowell@peasedev.org

This form is updated periodically. Please download the current form at <http://www.nh.gov/nhdhr/review>. Please refer to the Request for Project Review for Transportation Projects Instructions for direction on completing this form. Submit 2 copies of this project review form for each project for which review is requested. Include 1 self-addressed stamped envelope to expedite review response. Project submissions will not be accepted via facsimile or e-mail. This form is required. Review request form must be complete for review to begin. Incomplete forms will be sent back to the applicant without comment. Please be aware that this form may only initiate consultation. For some projects, additional information will be needed to complete the Section 106 review. All items and supporting documentation submitted with a review request, including photographs and publications, will be retained by the DOT and the DHR as part of its review records. Items to be kept confidential should be clearly identified. For questions regarding the DHR review process and the DHR's role in it, please visit our website at: <http://www.nh.gov/nhdhr/review> or contact the R&C Specialist at christina.st.louis@dcr.nh.gov or 603.271.3558.

PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION

Project Boundaries and Description

- Attach the relevant portion of a 7.5' USGS Map (photocopied or computer-generated) **indicating the proposed area of potential effect (APE)**. (See RPR for Transportation Projects Instructions and R&C FAQs for guidance. Note that the APE is subject to approval by lead federal agency and SHPO.)
- Attach a detailed narrative description of the proposed project.
- Attach current engineering plans with tax parcel, landscape, and building references, and areas of proposed excavation, if available.
- Attach photos of the project area/APE with photo key (overview of project location and area adjacent to project location, and specific areas of proposed impacts and disturbances.) (Blank photo logs are available on the DHR website. Informative photo captions can be used in place of a photo log.)
- A DHR file review must be conducted to identify properties within or adjacent to the APE. Provide file review results in Table 1. (Blank table forms are available on the DHR website.)
File review conducted on 11/7/2014 and 1/12/2016*

**The DHR recommends that all survey/National Register nomination forms and their Determination of Eligibility (green) sheets are copied for your use in project development.*

Architecture

Are there any buildings, structures (bridges, walls, culverts, etc.) objects, districts or landscapes within the APE? Yes No

If no, skip to Archaeology section. If yes, submit all of the following information:

- Attach completed Table 2.
- Photographs of *each* resource or streetscape located within the APE. Add to the photo key and photo log noted above. (Digital photographs are accepted. All photographs must be clear, crisp and focused.)
- Copies of National Register boundary (listed or eligible) mapping, and add National Register boundaries for listed and eligible properties to the 7.5' USGS project map (if applicable).

Archaeology

Does the proposed undertaking involve ground-disturbing activity? Yes No

If yes, submit all of the following information:

- Description of current and previous land use and disturbances.
- Available information concerning known or suspected archaeological resources within the project area (such as cellar holes, wells, foundations, dams, etc.)

Please note that for many projects an architectural and/or archaeological survey or other additional information may be needed to complete the Section 106 process.

AGENCY COMMENT

This Space for DOT and Division of Historical Resources Use Only

Sent to DHR; Authorized DOT Signature: Sheela Ojeda Date: 2/2/2016

- Insufficient information to initiate review.
- Additional information is needed in order to complete review.

Comments: No archaeological issues

As the proposed plan involves demolishing Harper #1 (1916-1962), an inventory form is recommended which should look at the Harper individually and place it in the context of the history of the airport.

If plans change or resources are discovered in the course of this project, you must contact the Division of Historical Resources as required by federal law and regulation.

Authorized DHR Signature: Laura A. Black Date: Feb 21, 2016

Skyhaven Airport - Taxilane Pavement and Drainage Reconstruction

IPaC Trust Resource Report

Generated September 08, 2015 03:41 PM MDT



US Fish & Wildlife Service IPaC Trust Resource Report



Project Description

NAME

Skyhaven Airport - Taxiway Pavement
and Drainage Reconstruction

PROJECT CODE

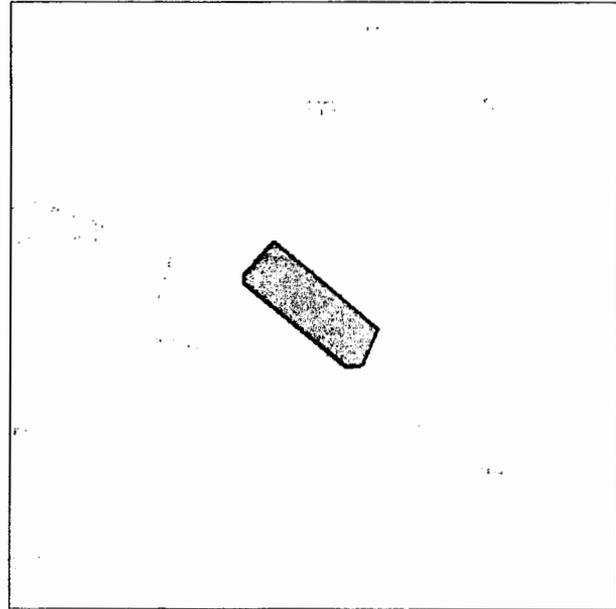
TSVGF-ERRZB-HTDOL-H5YR7-TYOEDY

LOCATION

Strafford County, New Hampshire

DESCRIPTION

Reconstruct Pavements and Drainage
around Hangars 1-4.



U.S. Fish & Wildlife Contact Information

Species in this report are managed by:

New England Ecological Services Field Office

70 Commercial Street, Suite 300

Concord, NH 03301-5094

(603) 223-2541

Endangered Species

Proposed, candidate, threatened, and endangered species that are managed by the Endangered Species Program and should be considered as part of an effect analysis for this project.

This unofficial species list is for informational purposes only and does not fulfill the requirements under Section 7 of the Endangered Species Act, which states that Federal agencies are required to "request of the Secretary of Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action." This requirement applies to projects which are conducted, permitted or licensed by any Federal agency.

A letter from the local office and a species list which fulfills this requirement can be obtained by returning to this project on the IPaC website and requesting an Official Species List from the regulatory documents section.

Mammals

Northern Long-eared Bat *Myotis septentrionalis*

09/08/2015

CRITICAL HABITAT

No critical habitat has been designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=A0JE>

Critical Habitats

Potential effects to critical habitat(s) within the project area must be analyzed along with the endangered species themselves.

There is no critical habitat within this project area

Migratory Birds

Birds are protected by the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act.

Any activity which results in the take of migratory birds or eagles is prohibited unless authorized by the U.S. Fish and Wildlife Service (1). There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

You are responsible for complying with the appropriate regulations for the protection of birds as part of this project. This involves analyzing potential impacts and implementing appropriate conservation measures for all project activities.

American Oystercatcher <i>Haematopus palliatus</i>	Bird of conservation concern
Season: Breeding	
https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0G8	
American Bittern <i>Botaurus lentiginosus</i>	Bird of conservation concern
Season: Breeding	
https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0F3	
Bald Eagle <i>Haliaeetus leucocephalus</i>	Bird of conservation concern
Year-round	
https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B008	
Bay-breasted Warbler <i>Dendroica castanea</i>	Bird of conservation concern
Season: Breeding	
Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i>	Bird of conservation concern
Season: Breeding	
https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0H1	
Blue-winged Warbler <i>Vermivora pinus</i>	Bird of conservation concern
Season: Breeding	
Canada Warbler <i>Wilsonia canadensis</i>	Bird of conservation concern
Season: Breeding	
Great Cormorant <i>Phalacrocorax carbo</i>	Bird of conservation concern
Season: Wintering	
Least Bittern <i>Ixobrychus exilis</i>	Bird of conservation concern
Season: Breeding	
Olive-sided Flycatcher <i>Contopus cooperi</i>	Bird of conservation concern
Season: Breeding	
https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0AN	
Peregrine Falcon <i>Falco peregrinus</i>	Bird of conservation concern
Season: Breeding	
https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0FU	
Pied-billed Grebe <i>Podilymbus podiceps</i>	Bird of conservation concern
Season: Breeding	
Prairie Warbler <i>Dendroica discolor</i>	Bird of conservation concern
Season: Breeding	

Purple Sandpiper *Calidris maritima*

Season: Wintering

Bird of conservation concern

Short-eared Owl *Asio flammeus*

Season: Wintering

Bird of conservation concern

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?sppcode=B0HD>

Snowy Egret *Egretta thula*

Season: Breeding

Bird of conservation concern

Wood Thrush *Hylocichla mustelina*

Season: Breeding

Bird of conservation concern

Refuges

Any activity proposed on National Wildlife Refuge lands must undergo a 'Compatibility Determination' conducted by the Refuge. If your project overlaps or otherwise impacts a Refuge, please contact that Refuge to discuss the authorization process.

There are no refuges within this project area

Wetlands

Impacts to NWI wetlands and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes.

Project proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate U.S. Army Corps of Engineers District.

DATA LIMITATIONS

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

DATA EXCLUSIONS

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

DATA PRECAUTIONS

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Wetland data is unavailable at this time.

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Appendix 1
Sponsors Certifications

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Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: NH SBG-15-07-2016

Description of Work: Taxilane Pavement and Drainage Reconstruction and Expansion

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. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked 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 personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

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 15 day of April, 2016.

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

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: NH SBG-15-07-2016

Description of Work: Taxilane Pavement and Drainage Reconstruction and Expansion

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 is 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 forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 15 day of April, 2016.

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.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: NH SBG-15-07-2016

Description of Work: Taxilane Pavement and Drainage Reconstruction and Expansion

Application

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

Certification Statements

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

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

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

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

Yes No N/A

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

Sponsor's Certification

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

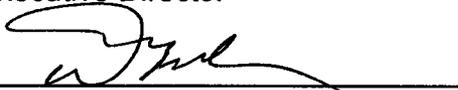
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 15 day of April, 2016.

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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: NH SBG-15-07-2016

Description of Work: Taxilane Pavement and Drainage Reconstruction and Expansion

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/). 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 15 day of April, 2016.

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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: NH SBG-15-07-2016

Description of Work: Taxilane Pavement and Drainage Reconstruction and Expansion

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) 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 15 day of April, 2016.

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.

**Drug-Free Workplace
Airport Improvement Program Sponsor Certification**

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: NH SBG-15-07-2016

Description of Work: Taxilane Pavement and Drainage Reconstruction and Expansion

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: Skyhaven Airport

Address: 238 Rochester Hill Rd, Rochester, NH 03867

Location 2 (if applicable)

Name of Location: Jacobs Engineering Group, Inc.

Address: 2 Executive Park Drive, Bedford, NH 03110

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this 15 day of April, 2016

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.

Appendix 2

Airport Sponsor's Assurances

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**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

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

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

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

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

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

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

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

30. Civil Rights.

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

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

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”**
- e. Required Contract Provisions.
- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

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

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 12/31/2015 (the latest approved version as of this grant offer) and included in this grant, and in accordance

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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

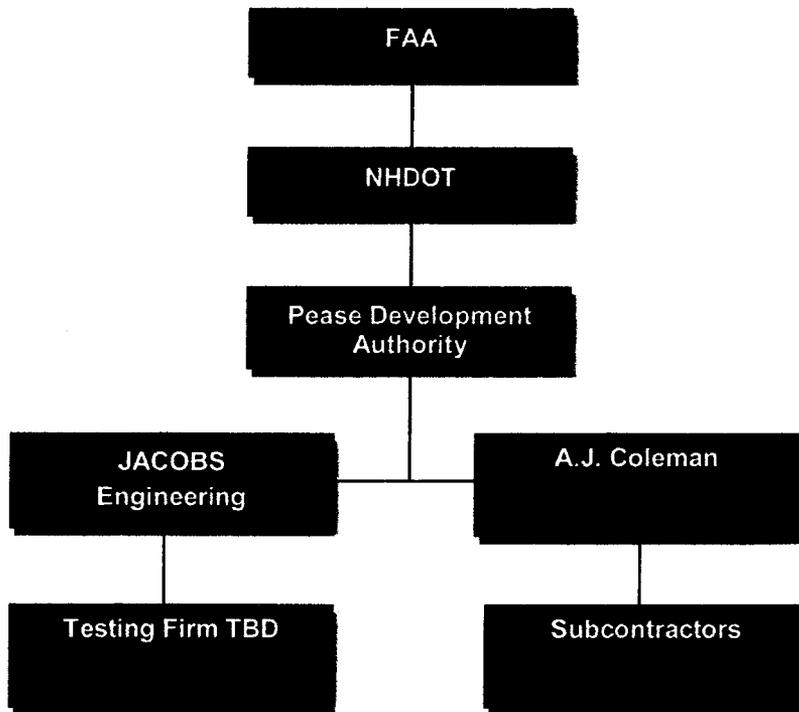
Appendix 3
Organizational Chart

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Skyhaven Airport

Taxilane Pavement and Drainage
Reconstruction and Expansion

Grant #SBG-15-07-2016
Project Organizational Chart



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Appendix 4
Bid Tabulation

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Styhaven Airport
Turfline Pavement & Drainage Reconstruction and Expansion
Bid Tabulation

Date: 13-Apr-16
Prepared By: SST
Checked By: JAM

ITEM NO.	DESCRIPTION	Engineers Estimate			AJ Coleman			Mike Industries			Sargent			NE Earth		
		BID QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
G-001-1	Safety and Phasing - Phase 1	1	LS	\$ 3,000.00	\$ 15,200.00	\$ 3,000.00	\$ 15,200.00	\$ 85,000.00	\$ 85,000.00	\$ 32,500.00	\$ 32,500.00	\$ 105,000.00	\$ 105,000.00			
G-001-3	Contractor's Safety Plan Compliance Document	1	LS	\$ 1,000.00	\$ 1,650.00	\$ 1,000.00	\$ 1,650.00	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00			
G-001-4	Highway Traffic Control	1	AL	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
M-001-1	Mobilization - Phase 1	1	LS	\$ 41,261.15	\$ 41,261.15	\$ 39,000.00	\$ 39,000.00	\$ 49,000.00	\$ 49,000.00	\$ 55,800.00	\$ 55,800.00	\$ 60,000.00	\$ 60,000.00			
M-001-3	Engineers Field Office - Phase 1	1	LS	\$ 3,500.00	\$ 10,000.00	\$ 3,500.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,200.00	\$ 7,200.00	\$ 10,000.00	\$ 10,000.00			
M-002-1	Bollards	12	EA	\$ 350.00	\$ 4,200.00	\$ 11,460.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 7,500.00	\$ 7,500.00	\$ 1,200.00	\$ 1,200.00			
M-003-1	Aircraft Tie Down	15	EA	\$ 500.00	\$ 7,500.00	\$ 8,550.00	\$ 7,500.00	\$ 8,550.00	\$ 8,550.00	\$ 4,250.00	\$ 4,250.00	\$ 1,200.00	\$ 1,200.00			
M-004-1	Wrap (NHDOT Item 585.2 Stone Fill, Class B)	30	CV	\$ 30.00	\$ 900.00	\$ 47.50	\$ 1,425.00	\$ 285.00	\$ 8,550.00	\$ 600.00	\$ 1,800.00	\$ 500.00	\$ 1,500.00			
M-006-1	Geotextile (NHDOT Item 593.3.2.2)	1,970	SY	\$ 2.00	\$ 3,940.00	\$ 2.00	\$ 3,940.00	\$ 3.00	\$ 5,910.00	\$ 3.50	\$ 6,865.00	\$ 4.00	\$ 7,880.00			
M-007-1	Contaminated Soil Removal and Replacement	9	AL	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			
M-008-1	HMA Saw and Seal Pavement Joints	1,060	LF	\$ 4.00	\$ 4,240.00	\$ 11.00	\$ 11,660.00	\$ 10.50	\$ 11,130.00	\$ 3.70	\$ 3,922.00	\$ 12.00	\$ 12,720.00			
M-010-1	Utility Locating	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 29,665.00	\$ 29,665.00	\$ 30,000.00	\$ 30,000.00			
M-011-1	Pavement Milling	325	SY	\$ 12.00	\$ 3,900.00	\$ 19.50	\$ 6,337.50	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00			
P-151-1	Clearing and Grubbing	0.10	AC	\$ 6,500.00	\$ 650.00	\$ 3,360.00	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00	\$ 20,000.00	\$ 20,000.00			
P-151-2	Sealed Tree Clearing	5	EA	\$ 100.00	\$ 500.00	\$ 3,250.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 450.00	\$ 450.00	\$ 300.00	\$ 300.00			
P-152-1	Unclassified Excavation	8,190	CV	\$ 6.00	\$ 49,140.00	\$ 7.50	\$ 61,425.00	\$ 6.50	\$ 53,115.00	\$ 11.00	\$ 90,690.00	\$ 11.00	\$ 90,690.00			
P-152-2	Embankment In-Piece	170	CV	\$ 10.00	\$ 1,700.00	\$ 7.30	\$ 1,241.00	\$ 5.50	\$ 935.00	\$ 3.00	\$ 510.00	\$ 4.00	\$ 680.00			
P-152-3	Rock Excavation	10	CV	\$ 200.00	\$ 2,000.00	\$ 285.00	\$ 2,850.00	\$ 80.00	\$ 800.00	\$ 150.00	\$ 1,500.00	\$ 50.00	\$ 500.00			
P-152-4	Remove Existing Drainage Structure	4	EA	\$ 750.00	\$ 3,000.00	\$ 340.00	\$ 1,360.00	\$ 325.00	\$ 1,300.00	\$ 600.00	\$ 2,400.00	\$ 400.00	\$ 1,600.00			
P-152-5	Remove Existing Drainage Pipe	870	LF	\$ 15.00	\$ 13,050.00	\$ 11.50	\$ 7,785.00	\$ 14.00	\$ 12,180.00	\$ 17.25	\$ 11,567.50	\$ 20.00	\$ 17,400.00			
P-152-6	Remove Existing Water Pipe	220	LF	\$ 8.00	\$ 1,760.00	\$ 11.50	\$ 2,530.00	\$ 5.00	\$ 1,100.00	\$ 15.00	\$ 3,300.00	\$ 20.00	\$ 4,400.00			
P-153-1	Controlled Low Strength Material	5	CV	\$ 200.00	\$ 1,000.00	\$ 320.00	\$ 1,600.00	\$ 290.00	\$ 1,450.00	\$ 205.00	\$ 1,025.00	\$ 500.00	\$ 2,500.00			
P-154-1	Subbase Course	4,020	CV	\$ 20.00	\$ 80,400.00	\$ 25.00	\$ 100,500.00	\$ 28.00	\$ 112,560.00	\$ 31.50	\$ 126,630.00	\$ 32.00	\$ 128,640.00			
P-154-1	Silt Fence	630	LF	\$ 3.00	\$ 1,890.00	\$ 2.80	\$ 1,764.00	\$ 3.00	\$ 1,890.00	\$ 3.50	\$ 2,205.00	\$ 3.00	\$ 1,890.00			
P-155-1	Silt Protection	7	EA	\$ 150.00	\$ 1,050.00	\$ 185.00	\$ 1,295.00	\$ 125.00	\$ 875.00	\$ 200.00	\$ 1,400.00	\$ 70.00	\$ 490.00			
P-155-2	Erosion Control Blanket	240	SY	\$ 2.00	\$ 480.00	\$ 1.80	\$ 432.00	\$ 3.00	\$ 720.00	\$ 1.75	\$ 420.00	\$ 3.00	\$ 720.00			
P-156-1	Straw Wattles	850	LF	\$ 2.00	\$ 1,700.00	\$ 4.50	\$ 3,825.00	\$ 2.50	\$ 2,125.00	\$ 6.00	\$ 5,100.00	\$ 6.00	\$ 5,100.00			
P-156-2	Perforated Sourg Hole	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 845.00	\$ 1,690.00	\$ 825.00	\$ 1,650.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00			
P-156-3	Erosion and Sediment Control and Stormwater Management Plan and Monitor	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,740.00	\$ 2,740.00	\$ 3,300.00	\$ 3,300.00	\$ 9,750.00	\$ 9,750.00	\$ 10,000.00	\$ 10,000.00			
P-156-8	Temporary Construction Exit - Phase 1	1	LS	\$ 500.00	\$ 500.00	\$ 2,780.00	\$ 2,780.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 2,000.00	\$ 2,000.00			
P-205-1	Crushed Aggregate Base Course	2,350	CV	\$ 30.00	\$ 70,500.00	\$ 30.00	\$ 70,500.00	\$ 42.00	\$ 98,700.00	\$ 43.00	\$ 101,650.00	\$ 38.00	\$ 89,460.00			
P-205-1	Blumhouse Concrete Pavement	2,810	TON	\$ 90.00	\$ 252,900.00	\$ 83.00	\$ 233,270.00	\$ 79.50	\$ 223,395.00	\$ 91.50	\$ 257,115.00	\$ 100.00	\$ 281,000.00			
P-303-1	Blumhouse Teak Coat	1,410	GAL	\$ 1.00	\$ 1,410.00	\$ 4.00	\$ 5,640.00	\$ 3.75	\$ 5,317.50	\$ 3.75	\$ 5,317.50	\$ 5.00	\$ 7,050.00			
P-310-1	Structural Portland Cement Concrete	45	CV	\$ 450.00	\$ 20,250.00	\$ 450.00	\$ 20,250.00	\$ 450.00	\$ 20,250.00	\$ 450.00	\$ 20,250.00	\$ 450.00	\$ 20,250.00			
P-310-2	Dowels	465	EA	\$ 20.00	\$ 9,300.00	\$ 14.00	\$ 6,510.00	\$ 40.00	\$ 18,600.00	\$ 44.50	\$ 20,862.50	\$ 55.00	\$ 25,575.00			
P-310-3	Permanent Airfield Marking with Beads	570	SF	\$ 1.20	\$ 684.00	\$ 2.80	\$ 1,596.00	\$ 2.65	\$ 1,510.50	\$ 2.75	\$ 1,568.75	\$ 4.00	\$ 2,280.00			
P-310-4	Permanent Airfield Marking (No Beads)	2,485	SF	\$ 1.00	\$ 2,485.00	\$ 2.80	\$ 6,958.00	\$ 2.55	\$ 6,236.75	\$ 2.20	\$ 5,473.00	\$ 4.00	\$ 9,940.00			
P-310-5	Temporary Airfield Marking (No Beads)	420	SF	\$ 0.80	\$ 336.00	\$ 2.70	\$ 1,134.00	\$ 2.10	\$ 882.00	\$ 2.20	\$ 924.00	\$ 3.00	\$ 1,260.00			
P-310-6	Marking Removal	50	SF	\$ 2.00	\$ 1,000.00	\$ 8.50	\$ 425.00	\$ 5.25	\$ 262.50	\$ 4.40	\$ 220.00	\$ 7.00	\$ 350.00			
D-701-1	12-inch Reinforced Concrete Pipes (Class IV)	320	LF	\$ 55.00	\$ 17,600.00	\$ 62.50	\$ 20,000.00	\$ 30.00	\$ 9,600.00	\$ 65.00	\$ 20,800.00	\$ 115.00	\$ 36,800.00			
D-701-2	15-inch Reinforced Concrete Pipes (Class IV)	450	LF	\$ 60.00	\$ 27,000.00	\$ 68.50	\$ 30,825.00	\$ 35.00	\$ 15,750.00	\$ 70.00	\$ 31,500.00	\$ 120.00	\$ 54,000.00			
D-701-3	18-inch Reinforced Concrete Pipes (Class IV)	575	LF	\$ 65.00	\$ 37,575.00	\$ 83.50	\$ 48,012.50	\$ 37.00	\$ 21,165.00	\$ 78.00	\$ 44,850.00	\$ 125.00	\$ 71,875.00			
D-701-4	6-inch Ductile Iron Pipe	50	LF	\$ 90.00	\$ 4,500.00	\$ 44.50	\$ 2,225.00	\$ 35.00	\$ 1,750.00	\$ 65.00	\$ 3,250.00	\$ 75.00	\$ 3,750.00			
D-701-5	18-inch HDPE Pipe	90	LF	\$ 50.00	\$ 4,500.00	\$ 51.50	\$ 4,635.00	\$ 37.00	\$ 3,330.00	\$ 50.00	\$ 4,500.00	\$ 110.00	\$ 9,900.00			
D-701-6	1 1/2-inch PVC Pipe (PR 160 PSI)	125	LF	\$ 5.00	\$ 625.00	\$ 41.00	\$ 5,125.00	\$ 21.00	\$ 2,625.00	\$ 21.00	\$ 2,625.00	\$ 50.00	\$ 6,250.00			
D-705-1	6-inch Underdrain Pipe	2,475	LF	\$ 20.00	\$ 49,500.00	\$ 23.00	\$ 56,850.00	\$ 22.00	\$ 54,450.00	\$ 35.00	\$ 86,625.00	\$ 35.00	\$ 86,625.00			
D-705-2	Underdrain Cleanout	9	EA	\$ 800.00	\$ 7,200.00	\$ 305.00	\$ 2,745.00	\$ 450.00	\$ 4,050.00	\$ 850.00	\$ 7,650.00	\$ 600.00	\$ 5,400.00			
D-751-1	Concrete Heshwall	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00	\$ 1,700.00	\$ 1,700.00	\$ 1,900.00	\$ 1,900.00	\$ 1,500.00	\$ 1,500.00			
D-751-2	48-inch Diameter Manhole	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 900.00	\$ 1,800.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00			
D-751-3	72-inch Diameter Manhole	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 4,800.00	\$ 19,200.00	\$ 3,900.00	\$ 15,600.00	\$ 4,900.00	\$ 19,600.00	\$ 11,000.00	\$ 44,000.00			
D-751-4	48-inch Diameter Catch Basin	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00	\$ 4,800.00	\$ 9,600.00	\$ 3,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00			
D-751-5	72-inch Diameter Catch Basin	3	EA	\$ 3,000.00	\$ 9,000.00	\$ 2,800.00	\$ 8,400.00	\$ 4,800.00	\$ 14,400.00	\$ 4,610.00	\$ 13,830.00	\$ 5,200.00	\$ 15,600.00			
D-751-6	18-inch HDPE Flared End Section	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 285.00	\$ 285.00	\$ 225.00	\$ 225.00	\$ 600.00	\$ 600.00	\$ 300.00	\$ 300.00			
L108-1	1/2" #6 S/W Type C Cable	1,010	LF	\$ 2.50	\$ 2,525.00	\$ 2.00	\$ 2,020.00	\$ 1.60	\$ 1,616.00	\$ 1.85	\$ 1,868.50	\$ 3.00	\$ 3,030.00			
L108-2	1/2" #6 Bars Counterpoise Wire	505	LF	\$ 3.00	\$ 1,515.00	\$ 2.25	\$ 1,136.25	\$ 2.10	\$ 1,060.50	\$ 2.20	\$ 1,111.00	\$ 3.00	\$ 1,515.00			
L108-3	1/2" #6 Bars Counterpoise Wire	1,260	LF	\$ 1.30	\$ 1,638.00	\$ 1.50	\$ 1,890.00	\$ 1.10	\$ 1,386.00	\$ 1.10	\$ 1,386.00	\$ 3.00	\$ 3,780.00			
L108-9	1/2" #60V Type THHN Cable	2,030	LF	\$ 1.50	\$ 3,045.00	\$ 2.00	\$ 4,060.00	\$ 1.60	\$ 3,248.00	\$ 1.85	\$ 3,749.50	\$ 3.00	\$ 6,090.00			

ITEM NO.	DESCRIPTION	BID QTY	UNIT	Engineers Estimate		AJ Coleman		Micro Industries		Bergant		NE Earth	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
L-110-1	2" PVC Concrete Encased Duct	230	LF	\$ 18.00	\$ 4,140.00	\$ 14.00	\$ 3,220.00	\$ 12.50	\$ 2,875.00	\$ 13.20	\$ 3,035.00	\$ 25.00	\$ 5,750.00
L-110-3	2" Rigid Steel Conduit Underground	250	LF	\$ 20.00	\$ 5,000.00	\$ 16.00	\$ 4,000.00	\$ 15.50	\$ 3,875.00	\$ 18.50	\$ 4,625.00	\$ 50.00	\$ 12,500.00
L-125-1	State Mounted 10811 Elevated Tsidway Edge Light	4	EA	\$ 600.00	\$ 2,400.00	\$ 2,800.00	\$ 11,200.00	\$ 850.00	\$ 3,400.00	\$ 800.00	\$ 3,200.00	\$ 1,000.00	\$ 4,000.00
L-125-2	Remove and Reinstall Existing Stake Mounted L-8611 Elevated Tsidway Edge	3	EA	\$ 200.00	\$ 600.00	\$ 425.00	\$ 1,275.00	\$ 425.00	\$ 1,275.00	\$ 440.00	\$ 1,320.00	\$ 450.00	\$ 1,350.00
L-868-1	New Lighted Guidance Sign, 1 Module	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,800.00	\$ 4,800.00	\$ 4,950.00	\$ 4,950.00	\$ 5,000.00	\$ 5,000.00
T-901-1	Seeding	3,890	SY	\$ 1.00	\$ 3,890.00	\$ 0.80	\$ 3,112.00	\$ 0.40	\$ 1,556.00	\$ 0.80	\$ 3,112.00	\$ 1.00	\$ 3,890.00
T-905-1	Topping	3,890	SY	\$ 1.50	\$ 5,835.00	\$ 3.80	\$ 14,782.00	\$ 4.00	\$ 15,560.00	\$ 4.00	\$ 15,560.00	\$ 2.00	\$ 7,780.00
282713-5	Hanger 1-10 Power Modification and Power Posts	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 12,500.00	\$ 12,500.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00
	Phase 1 Base Bid Sub total:			\$ 868,884.13	\$ 868,884.13	\$ 873,878.25	\$ 873,878.25	\$ 1,047,962.25	\$ 1,047,962.25	\$ 1,172,854.25	\$ 1,172,854.25	\$ 1,383,807.50	\$ 1,383,807.50
	PHASE I - Additive Alternates #1 - SRIE Pavement Expansion												
M-008-1	HMA Saw and Seal Pavement Joints	65	LF	\$ 5.00	\$ 325.00	\$ 11.00	\$ 715.00	\$ 10.50	\$ 682.50	\$ 3.70	\$ 240.50	\$ 12.00	\$ 780.00
P-151-1	Chemistry and Grubbing	0.10	AC	\$ 6,500.00	\$ 650.00	\$ 33,000.00	\$ 3,300.00	\$ 41,000.00	\$ 4,100.00	\$ 26,000.00	\$ 2,600.00	\$ 20,000.00	\$ 2,000.00
P-152-1	Undisturbed Excavation	165	CY	\$ 8.00	\$ 1,320.00	\$ 8.00	\$ 1,320.00	\$ 15.00	\$ 2,475.00	\$ 11.00	\$ 1,815.00	\$ 11.00	\$ 1,815.00
P-152-2	Embankment in Place	55	CY	\$ 10.00	\$ 550.00	\$ 8.00	\$ 440.00	\$ 11.50	\$ 632.50	\$ 3.00	\$ 165.00	\$ 4.00	\$ 220.00
P-154-1	Subbase Course	65	CY	\$ 20.00	\$ 1,300.00	\$ 25.00	\$ 1,625.00	\$ 28.00	\$ 1,820.00	\$ 31.50	\$ 2,047.50	\$ 32.00	\$ 2,080.00
P-154-2	Silt Fence	180	LF	\$ 3.00	\$ 540.00	\$ 2.80	\$ 504.00	\$ 3.00	\$ 540.00	\$ 3.50	\$ 630.00	\$ 3.00	\$ 540.00
P-209-1	Erosion Control Blanket	370	SY	\$ 2.00	\$ 740.00	\$ 2.00	\$ 740.00	\$ 3.00	\$ 1,110.00	\$ 1.75	\$ 647.50	\$ 3.00	\$ 1,110.00
P-209-2	Crushed Aggregate Base Course	70	CY	\$ 30.00	\$ 2,100.00	\$ 30.00	\$ 2,100.00	\$ 42.00	\$ 2,940.00	\$ 43.00	\$ 3,010.00	\$ 38.00	\$ 2,700.00
P-603-1	Bluminous Concrete Pavement	80	TON	\$ 100.00	\$ 8,000.00	\$ 63.00	\$ 5,040.00	\$ 175.00	\$ 14,000.00	\$ 183.00	\$ 14,640.00	\$ 100.00	\$ 8,000.00
P-603-2	Bluminous Truck Coat	40	GAL	\$ 2.00	\$ 80.00	\$ 4.00	\$ 160.00	\$ 25.00	\$ 1,000.00	\$ 25.00	\$ 1,000.00	\$ 50.00	\$ 2,000.00
D-701-6	1 1/2-inch PVC Pipe (PR 160 PSI)	55	LF	\$ 5.00	\$ 275.00	\$ 41.00	\$ 2,265.00	\$ 27.00	\$ 1,485.00	\$ 21.00	\$ 1,155.00	\$ 50.00	\$ 2,750.00
D-751-7	Adjust Structure to Grade	1	EA	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00
L110-2	1" PVC Concrete Encased Duct	215	LF	\$ 14.00	\$ 3,010.00	\$ 10.00	\$ 2,150.00	\$ 8.00	\$ 1,720.00	\$ 7.70	\$ 1,655.50	\$ 21.00	\$ 4,515.00
T-901-1	Seeding	350	SY	\$ 1.00	\$ 350.00	\$ 0.80	\$ 280.00	\$ 0.40	\$ 140.00	\$ 0.80	\$ 280.00	\$ 1.00	\$ 350.00
T-905-1	Topping	350	SY	\$ 1.50	\$ 525.00	\$ 3.80	\$ 1,330.00	\$ 4.00	\$ 1,400.00	\$ 4.00	\$ 1,400.00	\$ 2.00	\$ 700.00
	Additive Alternates #1 Sub total:			\$ 20,035.00	\$ 20,035.00	\$ 24,433.00	\$ 24,433.00	\$ 34,785.00	\$ 34,785.00	\$ 33,027.00	\$ 33,027.00	\$ 28,150.00	\$ 28,150.00
	Phase I Total (Base Bid +Alt#1)			\$ 888,919.13	\$ 888,919.13	\$ 898,311.25	\$ 898,311.25	\$ 1,082,747.25	\$ 1,082,747.25	\$ 1,205,881.25	\$ 1,205,881.25	\$ 1,411,957.50	\$ 1,411,957.50
	PHASE II												
G-001-2	Safety and Phasing - Phase 2	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	\$ 9,000.00	\$ 100,000.00	\$ 100,000.00	\$ 34,850.00	\$ 34,850.00	\$ 75,000.00	\$ 75,000.00
G-001-4	Highway Traffic Control	1	AL	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
G-002-1	As-Built Drawings	1	FLB	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
M-001-2	Mobilization - Phase 2	1	LS	\$ 24,108.05	\$ 24,108.05	\$ 24,000.00	\$ 24,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,200.00	\$ 35,200.00	\$ 35,000.00	\$ 35,000.00
M-001-4	Engineer's Field Office - Phase 2	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
M-002-1	Ballast	14	EA	\$ 350.00	\$ 4,900.00	\$ 955.00	\$ 13,370.00	\$ 550.00	\$ 7,700.00	\$ 775.00	\$ 10,850.00	\$ 1,200.00	\$ 16,000.00
M-005-1	Bluminous Concrete Curb	240	LF	\$ 10.00	\$ 2,400.00	\$ 13.00	\$ 3,120.00	\$ 10.00	\$ 2,400.00	\$ 11.00	\$ 2,640.00	\$ 12.00	\$ 2,880.00
M-008-1	HMA Saw and Seal Pavement Joints	1,340	LF	\$ 4.00	\$ 5,360.00	\$ 11.00	\$ 14,740.00	\$ 10.50	\$ 14,070.00	\$ 3.70	\$ 4,965.00	\$ 14.00	\$ 18,960.00
M-010-1	Utility Location	1	AL	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
M-011-1	Pavement Milling	40	SY	\$ 12.00	\$ 480.00	\$ 86.50	\$ 3,460.00	\$ 37.00	\$ 1,480.00	\$ 40.70	\$ 1,628.00	\$ 100.00	\$ 4,000.00
M-012-1	Aerial Photographs	1	FLB	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,800.00	\$ 5,800.00	\$ 2,500.00	\$ 2,500.00
P-152-3	Undisturbed Excavation	5/5/5	CY	\$ 6.00	\$ 33,450.00	\$ 7.80	\$ 42,370.00	\$ 6.50	\$ 47,337.50	\$ 13.00	\$ 72,475.00	\$ 11.00	\$ 61,325.00
P-152-3	Rock Excavation	10	CY	\$ 200.00	\$ 2,000.00	\$ 285.00	\$ 2,850.00	\$ 60.00	\$ 600.00	\$ 180.00	\$ 1,800.00	\$ 50.00	\$ 500.00
P-152-4	Remove Existing Drainage Structure	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 3,400.00	\$ 23,800.00	\$ 315.00	\$ 2,205.00	\$ 850.00	\$ 5,950.00	\$ 400.00	\$ 2,800.00
P-152-5	Remove Existing Drainage Pipe	400	LF	\$ 15.00	\$ 6,000.00	\$ 11.50	\$ 4,600.00	\$ 14.00	\$ 5,600.00	\$ 18.25	\$ 7,300.00	\$ 20.00	\$ 8,000.00
P-153-1	Controlled Low Strength Material	20	CY	\$ 200.00	\$ 4,000.00	\$ 320.00	\$ 6,400.00	\$ 225.00	\$ 4,500.00	\$ 205.00	\$ 4,100.00	\$ 500.00	\$ 10,000.00
P-154-1	Subbase Course	2,800	CY	\$ 20.00	\$ 56,000.00	\$ 25.00	\$ 70,000.00	\$ 28.00	\$ 78,400.00	\$ 31.50	\$ 88,100.00	\$ 33.00	\$ 92,700.00
P-156-1	Silt Fence	150	LF	\$ 3.00	\$ 450.00	\$ 2.80	\$ 420.00	\$ 3.00	\$ 450.00	\$ 3.50	\$ 525.00	\$ 3.00	\$ 450.00
P-156-2	Inlet Protection	6	EA	\$ 150.00	\$ 900.00	\$ 155.00	\$ 930.00	\$ 180.00	\$ 1,080.00	\$ 180.00	\$ 1,080.00	\$ 225.00	\$ 1,350.00
P-156-4	Shrub Whittles	310	LF	\$ 2.00	\$ 620.00	\$ 4.50	\$ 1,395.00	\$ 3.00	\$ 930.00	\$ 6.10	\$ 1,891.00	\$ 6.00	\$ 1,860.00
P-156-7	Erosion and Sediment Control and Stormwater Management Plan and Monitor	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 7,240.00	\$ 7,240.00	\$ 2,500.00	\$ 2,500.00	\$ 9,300.00	\$ 9,300.00	\$ 10,000.00	\$ 10,000.00
P-156-9	Temporary Construction Exit - Phase 2	1	LS	\$ 500.00	\$ 500.00	\$ 2,780.00	\$ 2,780.00	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 2,000.00	\$ 2,000.00
P-209-1	Crushed Aggregate Base Course	1,275	CY	\$ 30.00	\$ 38,250.00	\$ 30.00	\$ 38,250.00	\$ 42.00	\$ 53,550.00	\$ 43.00	\$ 54,825.00	\$ 38.00	\$ 48,720.00
P-603-1	Bluminous Concrete Pavement	1,530	TON	\$ 100.00	\$ 153,000.00	\$ 83.00	\$ 126,990.00	\$ 79.50	\$ 121,635.00	\$ 91.50	\$ 139,985.00	\$ 105.00	\$ 160,650.00
P-603-2	Bluminous Concrete Pavement Hand Work	20	TON	\$ 120.00	\$ 2,400.00	\$ 180.00	\$ 3,600.00	\$ 185.00	\$ 3,700.00	\$ 181.50	\$ 3,630.00	\$ 300.00	\$ 6,000.00
P-610-1	Bluminous Truck Coat	770	GAL	\$ 1.00	\$ 770.00	\$ 4.00	\$ 3,080.00	\$ 4.00	\$ 3,080.00	\$ 4.00	\$ 3,080.00	\$ 5.00	\$ 3,850.00
P-810-1	Structural Portland Cement Concrete	48	CY	\$ 450.00	\$ 21,600.00	\$ 450.00	\$ 21,600.00	\$ 450.00	\$ 21,600.00	\$ 450.00	\$ 21,600.00	\$ 500.00	\$ 24,000.00
P-810-2	Dowels	480	EA	\$ 20.00	\$ 9,600.00	\$ 14.00	\$ 6,720.00	\$ 40.00	\$ 19,200.00	\$ 46.00	\$ 22,080.00	\$ 55.00	\$ 26,400.00
P-820-1	Permanent Allfield Marking with Beads	295	SF	\$ 1.20	\$ 354.00	\$ 2.80	\$ 835.50	\$ 2.70	\$ 796.50	\$ 2.75	\$ 811.25	\$ 4.00	\$ 1,180.00
P-820-3	Temporary Allfield Marking (No Beads)	280	SF	\$ 0.80	\$ 224.00	\$ 2.70	\$ 756.00	\$ 2.10	\$ 588.00	\$ 2.20	\$ 616.00	\$ 3.00	\$ 840.00
D-701-1	12-inch Reinforced Concrete Pipe (Class IV)	200	LF	\$ 35.00	\$ 7,000.00	\$ 62.50	\$ 12,500.00	\$ 30.00	\$ 6,000.00	\$ 68.50	\$ 13,900.00	\$ 115.00	\$ 23,000.00
D-705-1	18-inch Reinforced Concrete Pipe (Class IV)	470	LF	\$ 65.00	\$ 30,550.00	\$ 83.50	\$ 39,245.00	\$ 57.00	\$ 26,760.00	\$ 83.25	\$ 39,167.50	\$ 125.00	\$ 58,750.00
D-705-2	6-inch Underdrain Pipe	1,450	LF	\$ 20.00	\$ 29,000.00	\$ 23.00	\$ 33,350.00	\$ 22.00	\$ 31,900.00	\$ 36.50	\$ 52,925.00	\$ 35.00	\$ 50,750.00
D-705-3	Underdrain Cleanout	8	EA	\$ 900.00	\$ 7,200.00	\$ 2,440.00	\$ 19,520.00	\$ 450.00	\$ 3,600.00	\$ 875.00	\$ 7,000.00	\$ 800.00	\$ 6,400.00
D-751-3	72-inch Diameter Manhole	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00	\$ 6,025.00	\$ 6,025.00	\$ 5,500.00	\$ 5,500.00
D-751-4	48-inch Diameter Catch Basin	6	EA	\$ 3,000.00	\$ 18,000.00	\$ 2,800.00	\$ 16,800.00	\$ 3,500.00	\$ 21,000.00	\$ 7,650.00	\$ 45,900.00	\$ 5,200.00	\$ 31,200.00

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Appendix 5

Engineer's Scope and Fee

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EXHIBIT A - SCOPE

**Taxilane Pavement and Drainage Project and Construction Administration
& Resident Engineering and Material Testing Services
Phases I & II
at
SKYHAVEN AIRPORT**

I. GENERAL

The scope of the project is as follows:

- Provide project and construction administration service for the Taxilane Pavement & Drainage Project
- Provide resident engineering and material testing services for the Taxilane Pavement & Drainage project.

For this proposed project, Pease Development Authority is referred to as the Owner. Jacobs Engineering Group Inc., hereinafter referred to as the “Engineer”, agrees to perform the following scope of services associated with the above referenced Project:

II. ARTICLE E – PROJECT AND CONSTRUCTION ADMINISTRATION

A. The Engineer shall provide engineering services throughout the construction period of the Project.

The specific items of work shall include:

1. The Engineer shall prepare color graphics (phasing plans) which depict on-airport areas where construction is to be executed and areas which will be closed to air traffic for each of the project 2 phases. The graphics will be submitted to the Owner for distribution to the airport users and to the general public in hard copy and electronic format.
2. The Engineer shall attend 4 SAAC meetings (2 per phase) as requested by the Owner during the construction of the project.
3. The Engineer shall prepare sample Notice-To-Proceed letters for the Owner to issue to the contractor.
4. The Engineer shall prepare and file the required FAA Form 7460 – Notice of Proposed Construction or Alterations for the construction project. (Effort in Phase I Only)
5. The Engineer shall schedule a pre-construction meeting at the airport. As a part of conducting this meeting, the Engineer shall prepare/present the following (at a minimum) on behalf of the Owner to the contractor:
 - A meeting agenda describing the elements of the project and its requirements in accordance with the FAA - New England Region’s established criteria and any contract or Owner specific requirements.
 - A project location plan depicting the area of the proposed work.

- A project safety and phasing plan depicting requirements for the proposed work.
 - A plan depicting a summary of the proposed work involved in the project.
 - Distribute copies of AC 150/5370-2F – Operational Safety on Airports during Construction, as required
 - A Sign-in sheet recording the attending parties.
6. The Engineer shall prepare a Construction Management Plan outlining all applicable testing criteria and frequencies for the project. The Engineer shall print and distribute this plan for the project to the following: (Effort in Phase I Only)
- NHDOT
 - Engineer's Material Testing Firm
 - Owner
7. The Engineer shall schedule and conduct a pre-paving conference. As a part of conducting these conferences, the Engineer shall prepare/present the following (at a minimum) to the contractor:
- A meeting agenda outlining the requirements for the job mix formula, test sections, full and partial production, acceptance criteria, sampling and re-sampling procedures, the contractor's quality control plan, and the measurement and payment of materials being placed.
 - A Sign-in sheet recording the attending parties.
8. The Engineer shall review and analyze all detailed construction, shop, and erection drawings, as well as all laboratory, shop, and mill test reports and certificates for materials and equipment submitted by the contractors for compliance with design drawings and specifications.
9. The Engineer shall observe the work in progress and prepare and submit the required FAA Form 5370-1 – Construction Progress and Inspection Report, on a monthly basis or as dictated by the NHDOT.
10. The Engineer shall prepare federal/state reimbursement request forms on a monthly basis as required for the duration of this project and coordinate the execution and submission by the Owner to the applicable funding agencies.
11. The Engineer shall collect and review all project charges for the Owners use in the billing process with the NHDOT.
12. The Engineer shall review and monitor the contractor's Quality Control Programs for the duration of the construction phase of the project.
13. The Engineer shall review and approve of periodic estimates submitted by the contractor for partial and final payments. This effort will include review of the project quantities, collection of payrolls and collection of lien waivers, if required, from the contractor.
14. The Engineer shall review and analyze the certified payrolls submitted by the contractor during construction for conformance with the federal wage rates and federal labor law requirements. Payrolls are assumed to be submitted with each or the contractors applications for payment and include all subcontractors.
15. The Engineer shall provide general administrative support to the Resident Engineer during

the construction phase of the project. Generally this task shall consist of, but is not limited to the following:

- Consultation and advice to the Owner
 - Prepare supplementary sketches, as required to resolve actual field conditions
 - Review initial operation of the projects and/or of performance testing, as required
16. The Engineer shall coordinate and schedule Quality Assurance (QA) testing with the Engineer's sub-consultant. The Engineer shall coordinate, review, process, and distribute all QA sub-consultant testing reports, invoices, and other pertinent project related documentation.
 17. The Engineer shall field and respond to inquiries regarding general and/or specific issues pertaining to the interpretation of the construction plans or technical specifications.
 18. The Engineer shall attend construction coordination meetings for the project. On a bi-monthly basis for the project manager and a weekly basis for the resident engineer.
 19. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any change orders on the Owners behalf, if required during the construction of the project.
 20. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any supplemental agreements on the Owners behalf, as required during the construction of the project.
 21. The Engineer shall prepare and distribute any stop or start work orders during the construction phase, as required.
 22. The Engineer shall attend pre-final inspection and final inspection meetings. Pre-final inspection meeting will develop the punch list. Final inspection meeting shall be after all punch list items are completed.
 23. The Engineer shall prepare and distribute a project "punch list" for any deficiencies, corrective actions required, etc. as determined at the final inspection conference.
 24. The Engineer shall prepare an "as-built" set of drawings based upon the construction information provided by the resident engineer and the construction contractor. The Engineer shall compile and deliver all project submittals to the Owner. (Effort in Phase II Only)
 25. The Engineer shall prepare a letter of substantial completion for the project after receiving a schedule from the contractor for the completion of the project's "punch list" items.
 26. The Engineer shall prepare and distribute the required project close-out documentation, as required by the NHDOT, the Owner, and other applicable funding agencies.
 27. The Engineer shall maintain all project related materials and documents on-site and readily available for a period of seven (7) years.
 28. The Engineer shall prepare the project scope and fee.

29. The Engineer shall prepare at the request of the Owner's construction contractor a 3 dimensional surface of the proposed grading for the contractor's robotic grading instruments. The effort requires the Engineer to convert the existing model to a points model and to verification testing of the surface. The model for both phases will be prepared in Phase I. (Effort in Phase I Only)
30. The Engineer shall provide edits to the draft Construction Safety and Phasing Plan submitted to the FAA and distribute the final document to the Owner's contractor. (Effort in Phase I Only)
31. The Engineer shall hire construction materials testing firm required by the FAA for quality assurance testing of the construction materials. The effort includes soliciting pricing from local firms, hiring and required coordination with the firm throughout the construction duration.
32. The Engineer shall update the wetland banking map at the completion of the project and deliver a hard copy and PDF version to the Owner and NHDOT. The task will require the Contractor's site survey compared to the pre-design survey boundary. (Effort in Phase I Only)
33. The Engineer shall update the Airport Layout Plans for the construction. The 2010 Master Plan update included 16 ALP drawings. The project affects 3 of these drawings including the following: (Effort in Phase II Only)
 - i. Title sheet
 - ii. Existing Airport Layout Plan
 - iii. Proposed Airport Layout Plan
34. The Engineer shall perform quality review of all documents included in this article prior to distribution.

III. ARTICLE F - RESIDENT ENGINEERING AND MATERIAL TESTING

- A. The Engineer shall provide full time resident engineering services for the project, as requested by the Owner. The resident engineer for the project shall have field experience in the type of work to be performed, be fully qualified to make interpretations, decisions, field computations, and have knowledge of testing requirements and procedures. The resident engineer provided by the Engineer shall be approved by the Owner.

The specific items of work shall include:

1. Checking of construction activities to ensure compliance with the plans and specifications. Inform the contractor of any work which is in non-compliance.
2. Ensuring that all testing required by the specifications is performed. All commercially-produced products, such as pipe and reinforcing steel, which are used on the project, should be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.
3. Visit the contractor's testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the specifications.

4. Ensuring that tests are performed at the frequency stated in the specifications. Determining when and where tests will be taken as required by the project specifications and witness the tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.
5. The Engineer shall arrange and coordinate materials testing subconsultant to provide for the proper control and testing of construction materials, in accordance with the project specifications.
6. Review test reports and certifications for conformance with the specifications. Each test report for material in-place should, as a minimum, contain the following:
 - a. Test performed, and date.
 - b. Applicable standard or project specification.
 - c. Test location.
 - d. Test result.
 - e. Action taken on failing tests.
 - f. Lot size and location and adjusted contract price when statistical acceptance procedures are specified.
7. Maintaining a file of test reports and certifications.
8. Inform the contractor of deficiencies in order that corrections can be made and re-testing performed prior to covering any substandard work.
9. Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer print-outs retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer print-outs, supported by the original set of weight tickets, are the basis for payment.
10. Maintaining a set of working drawings on the job site which can be used to compare to the contractor's "as-built" drawings.
11. Maintaining a diary which should contain daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
 - a. Date and weather conditions.
 - b. Names of important visitors.
 - c. Construction work in progress and location.
 - d. Size of contractor's work force and equipment in use.
 - e. Number of hours worked per day for contractor and subcontractors.

- f. The substance of important conversations with the contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.

ASSUMPTIONS & WORK NOT INCLUDED IN THIS PROPOSAL

A. Our assumptions are as follows:

1. The construction project will be 64 calendar days (Phase I) & 60 calendar days (Phase II) in length.

B. The following items are not included in the scope of services, as provided by the Engineer:

1. Hazardous material testing and reporting
2. Subsurface investigation and utility location services
3. Mechanical engineering services
4. Survey layout
5. Survey verification for the calculation of quantities
6. Project bidding
7. Alterations to design, plans, etc. as a result of available funding
8. Special Inspections (Erosion Control, structural, etc...)
9. FAA Safety Management System effort is not included.
10. Record (as-built) survey (by Owner's contractor)
11. Environmental monitoring
12. Coordination with tenants
13. Testing of electrical components and equipment
14. Permit fees
15. Recommendations or specification of drainage repairs

EXHIBIT B - ESTIMATE OF STAFF EFFORT - PERSON HOURS
Taxilane Pavement and Drainage Reconstruction and Expansion - Phases I & II
Project and Construction Administration
& Resident Engineering and Material Testing Services

for
Skyhaven Airport

SUMMARY

ARTICLE EI	Project and Construction Administration Services - Phase I	\$29,553.36
ARTICLE FI	Resident Engineering and Material Testing Services - Phase I	\$74,512.96
ARTICLE EII	Project and Construction Administration Services - Phase II	\$29,060.62
ARTICLE FII	Resident Engineering and Material Testing Services - Phase II	\$70,190.90
	TOTAL	\$203,317.85

EXHIBIT B - ESTIMATE OF STAFF EFFORT - PERSON HOURS
Taxilane Pavement and Drainage Reconstruction and Expansion - Phases I & II
Project and Construction Administration
& Resident Engineering and Material Testing Services

for
Skyhaven Airport

SUMMARY

ARTICLE EI	Project and Construction Administration Services - Phase I	\$29,553.36
ARTICLE FI	Resident Engineering and Material Testing Services - Phase I	\$74,512.96
	TOTAL	\$104,066.32

ESTIMATE OF STAFF EFFORT - PERSON HOURS
Skyhaven Airport

ARTICLE E1 Project and Construction Administration Services - Phase I								
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Phasing Graphics			2				2
II.A.2.	Attend SAAC meetings (2 estimated)		4					4
II.A.3.	Prepare Notice to Proceed for the contractor			1				1
II.A.4.	File Form 7460 - Notice of Proposed Construction or Alterations			2				2
II.A.5.	Conduct Pre-Construction Meeting		3	6				9
II.A.6.	Prepare Construction Management Plan			2				2
II.A.7.	Conduct Pre-Paving Meeting			2				2
II.A.8.	Review contractor's submittals/shop drawings (40 estimated)			40	16			56
II.A.9.	Prepare and submit FAA monthly construction progress reports (3 estimated)			3				3
II.A.10.	Prepare and submit federal grant reimbursements (3 estimated)		3					3
II.A.11.	Compile backup data for State of NH billing (3 estimated)			2			6	8
II.A.12.	Review and monitor contractor's QC Program			2				2
II.A.13.	Review contractor's pay requisitions (3 estimated)			6				6
II.A.14.	Review contractor's certified payrolls			2			6	8
II.A.15.	Field communications and support during construction (9 wks x 5 hr/wk)		5	30	10			45
II.A.16.	Coordination with QA testing subconsultant			2				2
II.A.17.	Respond to contractor's RFI during construction		2	6	6	6		20
II.A.18.	Attend weekly project meetings (5 onsite @ 5hr)		25					25
II.A.19.	Prepare and issue change orders during construction		2	4	4			10
II.A.20.	Prepare and issue supplemental agreements			3				3
II.A.21.	Prepare and issue start/stop work orders			2				2
II.A.22.	Attend Prefinal/Final Inspection meetings		4	16				20
II.A.23.	Prepare and distribute project punch list			2				2
II.A.24.	Prepare As-built drawings and compile submittals (Phase II Only)							0
II.A.25.	Prepare and distribute (1) substantial completion letter for each phase of the project			1				1
II.A.26.	Prepare closeout documentation		1	6		4		11
II.A.27.	Retention of Records			4				4
II.A.28.	Prepare Project Scope and Fee	1	4					5
II.A.29.	Provide contractor 3-D robotics grading surface (Phase I Only)			8				8
II.A.30.	Edit Construction Safety & Phasing Plan (Phase I Only)			2				2
II.A.31.	Hire construction material testing firm		2					2
II.A.32.	Prepare wetlands banking map (Phase I Only)			2				2
II.A.33.	Prepare updates to the ALP (3 drawings) (Phase II Only)							0
II.A.34.	QA/QC	4						4
TOTAL HOURS		5	55	158	36	10	12	276
RATES		\$62.00	\$59.00	\$42.00	\$62.00	\$30.00	\$20.00	
PAYROLL		\$310.00	\$3,245.00	\$6,636.00	\$2,232.00	\$300.00	\$240.00	\$12,963.00

		TOTAL PAYROLL		12,963
Expenses			OVERHEAD	103.61%
Travel to/from DAW	\$520 (\$52/trip - Bedford/Rochester/Bedford)			\$13,431
Trips			PAYROLL COST	\$26,394
SAAC Meetings	2		FIXED FEE	10%
Pre-construction conference	1			\$2,639
Site meetings	5			
Pre-final and Final Inspection Meetings	2		EXPENSES and SUBCONSULTANTS	\$520
Total Trips:		10		
Subconsultants:			TOTAL FEE:	\$29,553.36
Material testing estimate in Article F1		Total		\$0.00

ESTIMATE OF STAFF EFFORT - PERSON HOURS

Skyhaven Airport

ARTICLE FI

Resident Engineering and Material Testing Services - Phase I

2017 Construction Season		Cal. Days:	64	Day Construction Period		
Resident Engineer	9.5	wks x	6	days per wk x	10	hrs per day =
Pre-field Preparation						= 570
Post-field Close-Out						= 8
						= 8
						Subtotal 586
Resident Engineer	590	hrs @	\$40.00	/hr		= \$23,600.00

Expenses				TOTAL PAYROLL	\$23,600.00
Travel - 57 trips	\$2,964	(\$52/trip - Bedford/Rochester/Bedford)			
Tolls - \$2/day	\$114				
Misc. Supplies	\$100			OVERHEAD	103.61% \$24,451.96
Total Expenses	\$3,178			PAYROLL COST	\$48,051.96
				FIXED FEE (10%)	\$4,805.20
				EXPENSES	\$3,178.00
				MATERIAL TESTING	\$18,477.80
				TOTAL	\$74,512.96

MATERIAL TESTING BY SUBCONSULTANT

Aggregate Material QA Testing: (P-209)						
	2	Wear Tests	@	\$180	=	\$360
	2	Sulfate Soundness Tests	@	\$400	=	\$800
	2	Grain Size Analysis	@	\$95	=	\$190
	2	Hydrometer Analysis	@	\$95	=	\$190
	2	Unit Weight Tests	@	\$90	=	\$180
	2	Flat/Elongates Tests	@	\$75	=	\$150
	2	Fractured Faces	@	\$75	=	\$150
	2	Sand Equivalency	@	\$100	=	\$200
	2	Atterberg Limits	@	\$95	=	\$190
	2	Specific Gravity Tests	@	\$130	=	\$260
	2	Porosity	@	\$50	=	\$100
						Subtotal \$2,770
P-403 Bituminous Concrete Testing						
	8	Days Plant Inspection (10 hour day)	@	\$680	=	\$5,440
	8	Days Testing of Cores (5 hour day)	@	\$380	=	\$3,040
	320	Mileage to/from plant	@	\$0.54	=	\$173
						Subtotal \$8,653
Sampling and laboratory testing of P-152 excavation materials (suitable backfill), P-154 aggregate subbase, and P-209 crushed aggregate course						
	10	Standard Proctor Tests	@	\$125	=	\$1,250
	10	Grain Size Analysis	@	\$95	=	\$950
	5	Hydrometer Analysis	@	\$95	=	\$475
						Subtotal \$2,675
Field density tests on backfills, sub grades, sub bases, and base courses. - Est. 500 sy lots. Estimate 6,500 sy. 13 lots per ea. Mat'l P152, P154, P209 (Assume 1 lot = 1 trip = 2 tests/sublot = 1 hours for Sr. technician)						
	13	Lots	@	\$75	=	\$975
	130	Miles (10 mi/trip)	@	\$0.54	=	\$70
						Subtotal \$1,045.20
P610 Structural Portland Cement Concrete Testing						
	6	Concrete Field 4 hour minimum	@	\$250	=	\$1,500
	6	Conc. Field 1 hr over min & Cyl pick up	@	\$55	=	\$330
	24	Conc. Cylinder testing (4 per Placement - 7d, 28dx2, 56d)	@	\$60	=	\$1,440
	120	Mileage (10 mi/trip)	@	\$0.54	=	\$65
						Subtotal \$3,335
ESTIMATED TOTAL MATERIALS TESTING EXPENSE						\$18,477.80

EXHIBIT B - ESTIMATE OF STAFF EFFORT - PERSON HOURS
Taxilane Pavement and Drainage Reconstruction and Expansion - Phases I & II
Project and Construction Administration
& Resident Engineering and Material Testing Services

for
Skyhaven Airport

SUMMARY

ARTICLE EII	Project and Construction Administration Services - Phase II	\$29,060.62
ARTICLE FII	Resident Engineering and Material Testing Services - Phase II	\$70,190.90
	TOTAL	\$99,251.53

ESTIMATE OF STAFF EFFORT - PERSON HOURS

Skyhaven Airport

ARTICLE EII

Project and Construction Administration Services - Phase II

Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Phasing Graphics			2		4		6
II.A.2.	Attend SAAC meetings (2 estimated)		4					4
II.A.3.	Prepare Notice to Proceed for the contractor			1				1
II.A.4.	File Form 7460 - Notice of Proposed Construction or Alterations (Phase I Only)							0
II.A.5.	Conduct Pre-Construction Meeting			6				6
II.A.6.	Prepare Construction Management Plan (Phase I Only)							0
II.A.7.	Conduct Pre-Paving Meeting			2				2
II.A.8.	Review contractor's submittals/shop drawings (25 estimated)			8	8			16
II.A.9.	Prepare and submit FAA monthly construction progress reports (3 estimated)			3				3
II.A.10.	Prepare and submit federal grant reimbursements (3 estimated)		3					3
II.A.11.	Compile backup data for State of NH billing (3 estimated)			2			6	8
II.A.12.	Review and monitor contractor's QC Program			2				2
II.A.13.	Review contractor's pay requisitions (3 estimated)			6				6
II.A.14.	Review contractor's certified payrolls			2			6	8
II.A.15.	Field communications and support during construction (9 wks x 5 hr/wk)		5	30	10			45
II.A.16.	Coordination with QA testing subconsultant			2				2
II.A.17.	Respond to contractor's RFI during construction		2	6	6	10		24
II.A.18.	Attend weekly project meetings (5 onsite @ 5hr)		25					25
II.A.19.	Prepare and issue change orders during construction		2	4	4			10
II.A.20.	Prepare and issue supplemental agreements		1	3				4
II.A.21.	Prepare and issue start/stop work orders			2				2
II.A.22.	Attend Prefinal/Final Inspection meetings		8	16	8			32
II.A.23.	Prepare and distribute project punch list		2	2				4
II.A.24.	Prepare As-built drawings and compile submittals (Phase II Only)		2	8		24		34
II.A.25.	Prepare and distribute (1) substantial completion letter for each phase of the project			1				1
II.A.26.	Prepare closeout documentation		1	6		4		11
II.A.27.	Retention of Records			4				4
II.A.28.	Prepare Project Scope and Fee	1	4					5
II.A.29.	Provide contractor 3-D robotics grading surface (Phase I Only)							0
II.A.30.	Edit Construction Safety & Phasing Plan (Phase I Only)							0
II.A.31.	Hire construction material testing firm (Phase I Only)							0
II.A.32.	Prepare wetlands banking map (Phase I Only)							0
II.A.33.	Prepare updates to the ALP (3 drawings)			2		6		8
II.A.34.	QA/QC	4						4
TOTAL HOURS		5	59	120	36	48	12	280
RATES		\$62.00	\$59.00	\$42.00	\$62.00	\$30.00	\$20.00	
PAYROLL		\$310.00	\$3,481.00	\$5,040.00	\$2,232.00	\$1,440.00	\$240.00	\$12,743.00

TOTAL PAYROLL \$12,743

Expenses
Travel to/from DAW \$520 (\$52/trip - Bedford/Rochester/Bedford) OVERHEAD 103.61% \$13,203

Trips PAYROLL COST \$25,946

SAAC Meetings 2

Pre-construction conference 1 FIXED FEE 10% \$2,595

Site meetings 5

Pre-final and Final Inspection Meetings 2 EXPENSES and SUBCONSULTANTS \$520

Total Trips: 10

TOTAL FEE: \$29,060.62

Subconsultants:

Material testing estimate in Article FII
Total \$0.00

ESTIMATE OF STAFF EFFORT - PERSON HOURS

Skyhaven Airport

ARTICLE FII

Resident Engineering and Material Testing Services - Phase II

2018 Construction Season		Cal. Days:	60	Day Construction Period			
Resident Engineer	9.0	wks x	6	days per wk x	10	hrs per day	= 540
Pre-field Preparation							= 8
Post-field Close-Out							= 8
						Subtotal	556
Resident Engineer	560	hrs @	\$40.00	/hr			= \$22,400.00

Expenses				TOTAL PAYROLL	\$22,400.00
Travel - 54 trips	\$2,808	(\$52/trip - Bedford/Rochester/Bedford)			
Tolls - \$2/day	\$108				
Misc. Supplies	\$100			OVERHEAD	103.61% \$23,208.64
Total Expenses	\$3,016			PAYROLL COST	\$45,608.64
				FIXED FEE (10%)	\$4,560.86
				EXPENSES	\$3,016.00
				MATERIAL TESTING	\$17,005.40
				TOTAL	\$70,190.90

MATERIAL TESTING BY SUBCONSULTANT

Aggregate Material QA Testing: (P-209)							
	2	Wear Tests	@	\$180	=	\$360	
	2	Sulfate Soundness Tests	@	\$400	=	\$800	
	2	Grain Size Analysis	@	\$95	=	\$190	
	2	Hydrometer Analysis	@	\$95	=	\$190	
	2	Unit Weight Tests	@	\$90	=	\$180	
	2	Flat/Elongates Tests	@	\$75	=	\$150	
	2	Fractured Faces	@	\$75	=	\$150	
	2	Sand Equivalency	@	\$100	=	\$200	
	2	Atterberg Limits	@	\$95	=	\$190	
	2	Specific Gravity Tests	@	\$100	=	\$200	
	2	Porosity	@	\$50	=	\$100	
						Subtotal	\$2,710
P-403 Bituminous Concrete Testing							
	8	Days Plant Inspection (10 hour day)	@	\$680	=	\$5,440	
	8	Days Testing of Cores (5 hour day)	@	\$380	=	\$3,040	
	320	Mileage to/from plant	@	\$0.54	=	\$173	
						Subtotal	\$8,653
Sampling and laboratory testing of P-152 excavation materials (suitable backfill), P-154 aggregate subbase, and P-209 crushed aggregate course							
	8	Standard Proctor Tests	@	\$125	=	\$1,000	
	8	Grain Size Analysis	@	\$95	=	\$760	
	4	Hydrometer Analysis	@	\$95	=	\$380	
						Subtotal	\$2,140
Field density tests on backfills, sub grades, sub bases, and base courses. - Est. 500 sy lots. Estimate 4,225 sy. 9 lots per ea. Mat'l P152, P154, P209 (Assume 1 lot = 1 trip = 2 tests/sublot = 1 hours for Sr. technician)							
	9	Lots	@	\$75	=	\$675	
	90	Miles (10 mi/trip)	@	\$0.54	=	\$49	
						Subtotal	\$723.60
P610 Structural Portland Cement Concrete Testing							
	5	Concrete Field 4 hour minimum	@	\$250	=	\$1,250	
	5	Conc. Field 1 hr over min & Cyl pick up	@	\$55	=	\$275	
	20	Conc. Cylinder testing (4 per Placement - 7d, 28dx2, 56d)	@	\$60	=	\$1,200	
	100	Mileage (10 mi/trip)	@	\$0.54	=	\$54	
						Subtotal	\$2,779
ESTIMATED TOTAL MATERIALS TESTING EXPENSE							\$17,005.40



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

September 29, 2015
Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the Pease Development Authority (Vendor Code 156846) for SBG-15-06-2015 to design, permit and bid the rehabilitation and expansion of taxilanes and the associated drainage system at the Skyhaven Airport. State and Federal participation in the amount of \$123,105.22 is effective upon Governor and Council approval through October 31, 2019. 90% Federal Funds, 5% General Funds, and 5% Local.

Funding is available as follows:

FY 2016

04-96-96-960030-7976

FAA Projects

034-500161 New Construction

\$ 123,105.22

EXPLANATION

One Federal Aviation Administration (FAA) State Block Grant has been awarded, from which \$116,626.00 (or 90% of the project cost) is proposed for this airport development project (SBG-15-06-2015 copy attached) to design, permit and bid the rehabilitation and expansion of taxilanes and the associated drainage system at the Skyhaven Airport. Funds are allocated for this project from the following FAA grant:

3-33-SBGP-18-2013

\$4,102,793.00

This project is proposed to design, permit and bid the reconstruction of the deteriorated pavements and to improve the grading drainage infrastructure around Hangars 1-4. The project will also expand the taxilane pavement in the turf area northeast of Hangars 2 and 3 and widen the pavements serving the east side of the snow removal equipment (SRE) building. These improvements will increase operational efficiency of access to Hangar 2 by expanding the additional pavement and will increase the safety of turning movements of snow removal equipment near the SRE building. The pavement rehabilitation project will overall provide an increased level of safety to taxiing aircraft by removing the deteriorated pavement that could cause damage to aircraft.

The cost breakdown for this requested project is as follows:

Sponsor Administration	\$ 9,150.44
Preliminary Expense	\$ 8,913.00
Architectural Engineering Fees	<u>\$ 111,521.00</u>
Total	\$ 129,584.44

The Department of Transportation proposes to accept the Federal Funds for this project as a pass through to the Pease Development Authority in accordance with RSA 422:15. State participation in the amount of \$6,479.22 (5% of this project) is also requested. The Pease Development Authority will participate in the amount of \$6,479.22 (5% of this project). The total cost for this project request is \$129,584.44.

As a State agency, the Pease Development Authority is not obligated to procure insurance. In addition, the indemnification requirement has been waived for this contract.

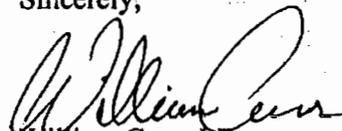
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2013 195:1 XVI-A.1 Capital Budget.

Sincerely,



William Cass, PE
Assistant Commissioner

WC/tls
Attachments