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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Aeronautics
August 24, 2020

INFORMATIONAL ITEM

1. Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to accept and expend a grant in the amount of \$99,800.00, awarded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and administered via the Federal Aviation Administration (FAA), to cover 10% of the FAA, Airport Improvement Program (AIP) project at the Portsmouth International Airport at Pease.

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

	Current Budget FY2021	Requested Change	Revised Budget FY2021
04-096-096-964010-2021			
Federal Local Projects			
Expenses:			
018 500106 Overtime	\$10,000	\$0	\$10,000
060 500601 Benefits	1,958	0	1,958
072 509073 Grants Federal	15,735,878	99,800	15,835,678
Total	\$15,747,836	\$99,800	\$15,847,636
Source of Funds			
Revenue:			
000 404218 Federal Funds	\$15,747,836	\$99,800	\$15,847,636
Total	\$15,747,836	\$99,800	\$15,847,636

2. Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to award a grant to the Pease Development Authority (PDA) (Vendor Code 156846), AIP-67, to rehabilitate an apron and taxiway A South Holding Bay at the Portsmouth International

Airport at Pease, Portsmouth, NH. Federal participation in the amount of \$998,000.00 is effective through July 5, 2024. 100% Federal Funds.

Funding is available as follows: FY 2021

04-96-96-960030-7537	
FAA Projects	
034-500161 New Construction	\$898,200.00
04-96-96-964010-2021	
FAA CARES Act Funding	
072-509073 Grants Federal	<u>\$ 99,800.00</u>
Total	\$998,000.00

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

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$998,000.00 (copy attached), which represents 90% of the funding from the Federal AIP program and 10% from the Federal CARES Act. The funding for AIP-67 will rehabilitate an apron and taxiway A South Holding Bay (approximately 7,500 SY) at the Portsmouth International Airport at Pease, Portsmouth, NH. This project is funded by 100% Federal funds.

The apron and taxiway A South Holding Bay is over 20 years old and beyond its useful life. The last reconstruction of this area was completed in 1997. The project includes airside payment and infrastructure improvements located at the Taxiway Alpha South Holding Bay. This project was originally an additive alternative to the bid package for the on-going Runway 16-34 reconstruction project, but was not funded at the time due to a lack of funding availability (AIP 64). The Runway 16-34 project was approved by Governor and Council on August 28, 2019, item # 25 and is attached for reference.

The cost breakdown for this projects is as follows:

Sponsor Administration	\$ 168.00
Resident Engineering	\$ 23,350.00
Construction (Pike Industries)	<u>\$ 974,482.00</u>
Total Project	\$ 998,000.00

Pike Industries provided the low bid for this project as part of the original bid package (attached) for the Runway 16-34 project under additive alternative 2. In anticipation of awarding this portion of the work

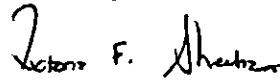
to Pike Industries, it was noticed that there was an error made by Pike Industries regarding the unit costs that they submitted. Per the requirements in the bid package instructions, all additive alternative's item unit costs must be the same as the base bid unit costs. An updated bid tabulation is attached for reference.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the PDA in accordance with RSA 422:15. The total cost of this airport improvement project is \$998,000.00.

The Governor approved this FAA CARES Act accept and expend and grant award on August 20, 2020 (attached).

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

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

VFS/tlsI

Attachments:



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

July 23, 2020
Bureau of Aeronautics

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

REQUESTED ACTION

1. Authorize the Department of Transportation to accept and expend a grant in the amount of \$99,800.00, awarded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and administered via the Federal Aviation Administration (FAA), to cover 10% of the FAA, Airport Improvement Program (AIP) project at the Portsmouth International Airport at Pease.

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FY 2021

04-96-96-960030-7537

FAA Projects

034-500161 New Construction

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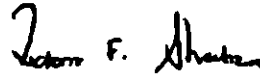
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The Department of Transportation accepts the Federal Funds for this project as a pass through to the PDA in accordance with RSA 422:15. The total cost of this airport improvement project is \$998,000.00.

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

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

Sincerely,



Victoria F. Sheehan
Commissioner

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

AUG. 20, 2020
Date


Name: Governor Christopher T. Sununu

VFS/tls
Attachments:

Department of Transportation
FISCAL SITUATION FISCAL YEAR 2021
04-096-096-864010-2021

Federal Local Projects

Estimated revenue budgeted:	\$ 2,000,000
Prior year carryforward revenue:	\$ 13,747,836
Additional non-budgeted revenue:	<u>\$ 99,800</u>
Amount available to budget:	\$ 15,847,636
Less current FY2021 budget authorization:	<u>\$ 15,747,836</u>
Total available for budgeting:	\$ 99,800
Amount to be budgeted this request:	<u>\$ 99,800</u>
Amount available to budget with future requests:	<u>\$ -</u>

Source of Non-Budgeted Revenue	Amount	Expenses through 7/22/2020	Balance
Federal Aviation Administration	\$ 99,800	\$ -	\$ 99,800
		\$ -	\$ -
		\$ -	\$ -
Totals	<u>\$ 99,800</u>	<u>\$ -</u>	<u>\$ 99,800</u>



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Federal Award Offer Date	<u>Jun 22, 2020</u>
Airport/Planning Area	<u>Portsmouth International at Pease Airport</u>
AIP Grant Number	<u>3-33-0016-067-2020</u>
Unique Entity Identifier	<u>620094771</u>
TO:	<u>Pease Development Authority</u> (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 29, 2020, for a grant of Federal funds for a project at or associated with the Portsmouth International at Pease Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Apron - Taxiway Alpha South Holding Bay (approx. 7,500 SY).

which is more fully described in the Project Application.

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

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$998,000. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$998,000 airport development or noise program implementation; and,
 - \$0 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 FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343). The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 24, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harcvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or 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 government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 21. AIP Funded Work Included in a PFC Application.**
- Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 30, 2017, is incorporated herein by reference and made part of this grant agreement.
- 23. Employee Protection from Retaliation.**
- A. Prohibition of Retaliation –
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bills/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

25. **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 financial assistance at the airport. The Sponsor further agrees that the program will:
- A. 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;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. **Inspection Schedule.**
 - a. **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.
 - b. **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.
 3. **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.
4. 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 FAA as may be required.
26. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


(Signature)

Julie A. Seltman-Wilps
(Typed Name)

Deputy Director, Airports Division
(Title of FAA Official)

PART II - ACCEPTANCE

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

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

Executed this 1 day of July, 2020

Pease Development Authority

(Name of Sponsor)

Paul E. Brean

Paul E. Brean, 2020.11.11.10.11

(Signature of Sponsor's Authorized Official)

By: Paul E. Brean

(Typed Name of Sponsor's Authorized Official)

Title: Executive Director Pease Development Authority

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anthony I. Blenkinsop, 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 Portsmouth, NH (location) this 6th day of July, 2020

By: Anthony I. Blenkinsop
Anthony I. Blenkinsop, 2020.11.11.10.11
(Signature of Sponsor'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.

BID TABULATION (AS READ, AS-BID)

Airport: Portsmouth International Airport at Pease
 Project: Reconstruct, Light, Signs and Mark Runway 15-34; Replace PAPI's, Windcones and Rotating Beacon (Base Bid); Reconstruct Remainder of Taxiway 'B' and 'C' (Add. Alt. 1)
 Reconstruct a portion of Taxiway 'A' South Hold Bay (Add Alt. 2)
 AIP No: 3-33-0015-xxxx-2015

Hoyle, Tanner Project #: Design
 Construction

062861
 062865

Bid Opening:

April 16, 2019
 1:00 PM

Add Alt No. 2	Designation	Quantity		Engineer's Estimate		Pike Industries, Inc.		Pike Industries, Inc.		Difference
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount	
G-003-1	Protect and Adjust Existing Monitoring Well	EA	2	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	(\$1,000.00)
G-004-1	Treatment or Disposal of Contaminated Soil	AL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
G-004-2	Treatment or Disposal of Contaminated Groundwater (Frac tank)	AL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
C-102-1	Temporary Seeding	SY	250	\$0.50	\$125.00	\$0.24	\$60.00	\$0.23	\$57.50	(\$3.50)
C-102-2	Sediment Barrier	LF	800	\$4.00	\$2,400.00	\$15.00	\$12,000.00	\$3.00	\$2,400.00	(\$19,600.00)
C-102-3	Inlet Protection	EA	4	\$100.00	\$400.00	\$195.00	\$780.00	\$200.00	\$800.00	\$20.00
C-105-2	Engineer's Field Office	MONTHLY	1	\$7,500.00	\$7,500.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00	\$1,800.00
P-101-1	Concrete Pavement Removal	SY	9,200	\$25.00	\$230,000.00	\$9.00	\$82,800.00	\$9.00	\$82,800.00	\$0.00
P-101-5	Missing 1	SY	1,300	\$8.00	\$10,400.00	\$18.00	\$23,400.00	\$1.75	\$2,275.00	(\$11,125.00)
P-152-1	Unclassified Excavation	CY	5,400	\$25.00	\$135,000.00	\$10.00	\$54,000.00	\$15.00	\$81,000.00	\$27,000.00
P-209-1	Crushed Aggregate Base Course	CY	6,000	\$45.00	\$270,000.00	\$48.00	\$288,000.00	\$43.00	\$258,000.00	(\$18,000.00)
P-401-1	Airport Bituminous Pavement	TCN	2,700	\$100.00	\$270,000.00	\$91.00	\$245,700.00	\$89.00	\$240,300.00	(\$3,400.00)
P-403-1	Airport Bituminous Pavement Base Course	TON	2,900	\$95.00	\$275,500.00	\$78.00	\$226,200.00	\$80.00	\$232,000.00	\$3,800.00
P-602-1	Emulsified Asphalt Prime Coat	GAL	950	\$3.00	\$2,850.00	\$1.00	\$950.00	\$1.00	\$950.00	\$0.00
P-605-1	Emulsified Asphalt Tack Coat	GAL	3,000	\$2.00	\$6,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$0.00
P-605-2	Sew and Seal Asphalt Pavement	LF	1,200	\$8.00	\$9,600.00	\$9.00	\$10,800.00	\$4.00	\$4,800.00	(\$6,000.00)
P-620-1	Permanent Pavement Markings with Glass Beads	SF	3,500	\$2.53	\$8,750.00	\$1.00	\$3,500.00	\$0.75	\$2,625.00	(\$875.00)
P-620-2	Permanent Pavement Markings without Glass Beads	SF	2,500	\$2.00	\$5,000.00	\$1.00	\$2,500.00	\$0.55	\$1,375.00	(\$1,125.00)
P-620-3	Temporary Markings	SF	8,500	\$1.90	\$16,150.00	\$2.00	\$17,000.00	\$0.80	\$6,800.00	(\$5,350.00)
P-620-4	Remove Airport Markings	SF	500	\$3.50	\$1,750.00	\$3.00	\$1,500.00	\$0.50	\$250.00	(\$1,500.00)
T-901-1	Seeding	SY	500	\$1.00	\$500.00	\$0.80	\$400.00	\$0.80	\$400.00	\$0.00
T-905-1	Topsodding	SY	500	\$4.00	\$2,000.00	\$1.00	\$500.00	\$0.50	\$250.00	(\$1,750.00)
TOTAL ADDITIVE ALTERNATE NO. 2					\$1,286,025.00		\$1,020,040.00		\$274,482.90	(\$45,537.50)



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #25
Date 8/28/19



William Cass, P.E.
Assistant Commissioner

July 24, 2019
Bureau of Aeronautics

His Excellency, Governor Christopher T. Sununu
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), AIP-64, to reconstruct Runway 16-34, Phase II, at the Portsmouth International Airport at Pease. State and Federal participation in the amount of \$14,118,948.13 is effective upon Governor and Council approval through July 15, 2023. 95% Federal Funds, 5% General Funds.

Funding is available as follows:

FY 2020

04-96-96-960030-1335

FAA Projects

034-500161 New Construction

\$14,118,948.13

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$13,376,546.00 (copy attached), which represents 90% of the FAA-eligible funding for AIP-64, to reconstruct Runway 16-34 - Phase II at the Portsmouth International Airport at Pease.

The pavement of Runway 16-34 is 23-years old and beyond its useful life. The design will include pavement reconstruction, lighting, signing, and marking of Runway 16-34. In addition, the reconstruction will include the replacement of the Precision Approach Path Indicators (PAPIs), wind cones and the rotating beacon.

The cost breakdown for this project is as follows:

Sponsor Administration Costs	\$ 78,000.00
Construction Phase and Resident Engineering Services	\$ 1,115,263.64
Lighting Equipment Purchase	\$ 13,097.63
Construction (Pike Industries Inc.-Low Bidder)	<u>\$ 19,821,135.00</u>
Total	\$ 21,027,496.27

The Department of Transportation accepts 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 \$742,402.13 (5% of the FAA-eligible funding of this project) is also requested. The Pease Development Authority will participate in the amount of \$742,402.14 (5% of the FAA-eligible funding of this project). Total cost of the FAA-eligible project (including state and local matching shares) is \$14,861,350.27.

The airport serves both civilian aviation and military operations (Air National Guard). The Department of Defense (DOD) will be cost sharing portions of this design effort totaling an additional \$6,166,146.00 (FAA ineligible share).

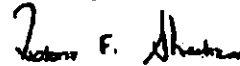
The total cost of this project including the DOD's cost sharing portion is \$21,027,496.27.

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2019, 146:1, XVI- A Capital Budget.

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/tls
Attachments:

BID TABULATION (AS ISAO, AS-000)

Airport: Portsmouth International Airport at Pease
Project: Runway 15-34; Replace PAV's, Windmills and Rotating Beacon (Base Bid); Reconstruct Airfield of Taxiway "T" and "C" (Add A/R 1)
AP No: 15-34-0018-000-00 13

Hayle, Tanner Project #: Design
 Construction
 Bid Opening:

062863
 062855
 April 16, 2019
 2:00 PM

Base Bid Item No.	Description	Quantity		Engineer's Estimate		PDC Industries, Inc.		Continental Paving, Inc.	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
G-001-1	As-Built	LS	1	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00
G-001-2	CSP Compliance	LS	1	\$150,000.00	\$150,000.00	\$2,100,000.00	\$2,100,000.00	\$750,000.00	\$750,000.00
G-002-1	Site Safety Officer	AL	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
G-003-1	Protect and Adjust Existing Isolating Wall	EA	12	\$1,500.00	\$18,000.00	\$3,000.00	\$24,000.00	\$2,150.00	\$25,800.00
G-004-1	Treatment or Disposal of Contaminated Soil	AL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
G-004-2	Treatment or Disposal of Contaminated Groundwater (Pilot tank)	AL	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
C-100-1	Contractor Quality Control Program	LS	1	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$150,000.00	\$150,000.00
C-101-1	Temporary Sealing	SY	128,000	\$0.50	\$64,000.00	\$0.23	\$29,440.00	\$0.50	\$64,000.00
C-102-1	Sediment Barrier	LF	25,000	\$4.00	\$100,000.00	\$3.00	\$75,000.00	\$3.00	\$75,000.00
C-102-2	Water Protection	EA	66	\$100.00	\$6,600.00	\$200.00	\$13,200.00	\$400.00	\$26,400.00
C-102-3	Shore Check Dams	EA	14	\$150.00	\$2,100.00	\$145.00	\$2,030.00	\$375.00	\$5,250.00
C-105-1	Mobilization	LS	1	\$2,228,000.00	\$2,228,000.00	\$1,965,000.00	\$1,965,000.00	\$2,000,000.00	\$2,000,000.00
C-105-2	Engineer's Field Office	MONTHLY	15	\$7,500.00	\$112,500.00	\$5,000.00	\$75,000.00	\$1,500.00	\$22,500.00
P-101-1	Concrete Pavement Removal	SY	20,000	\$15.00	\$300,000.00	\$9.00	\$180,000.00	\$17.00	\$340,000.00
P-101-2	Shoulder Pavement Removal 5' and Over	SY	7,400	\$8.00	\$59,200.00	\$5.00	\$37,000.00	\$8.00	\$59,200.00
P-101-3	Milling 1'-3"	SY	24,000	\$7.00	\$168,000.00	\$2.00	\$48,000.00	\$3.00	\$72,000.00
P-101-4	Pavement Removal 2'-3"	SY	65,000	\$8.00	\$520,000.00	\$2.50	\$162,500.00	\$4.00	\$260,000.00
P-101-5	Milling 3'	SY	164,000	\$9.00	\$1,476,000.00	\$1.75	\$287,000.00	\$4.00	\$656,000.00
P-101-6	Milling 5'	SY	26,000	\$12.00	\$312,000.00	\$2.80	\$72,800.00	\$4.00	\$104,000.00
P-101-7	Overlay Surface Prep by Cold Milling	SY	62,000	\$3.00	\$186,000.00	\$1.00	\$62,000.00	\$3.00	\$186,000.00
P-101-8	Stimulated Asphalt Crack Sealing	LF	38,000	\$2.00	\$76,000.00	\$1.50	\$57,000.00	\$1.00	\$38,000.00
P-102-1	Uncompacted Excavation	CY	32,000	\$25.00	\$800,000.00	\$15.00	\$480,000.00	\$15.00	\$480,000.00
P-102-2	Remove Concrete (Buried Slabs Under Runway Asphalt)	SY	490	\$25.00	\$12,250.00	\$14.00	\$6,860.00	\$30.00	\$14,700.00
P-102-3	Remove Concrete (Buried Slabs Under Runway Asphalt)	CY	1,600	\$48.00	\$76,800.00	\$15.00	\$24,000.00	\$30.00	\$48,000.00
P-102-4	Remove Concrete (Buried Slabs Under Runway Asphalt)	LF	20,000	\$45.00	\$900,000.00	\$45.00	\$900,000.00	\$45.00	\$900,000.00
P-102-5	Crushed Aggregate Base Course	TON	88,000	\$100.00	\$8,800,000.00	\$80.00	\$7,040,000.00	\$110.00	\$9,680,000.00
P-102-6	Airport Bituminous Pavement	TON	9,800	\$89.00	\$872,200.00	\$80.00	\$784,000.00	\$100.00	\$980,000.00
P-102-7	Airport Bituminous Pavement Base Course	TON	9,800	\$150.00	\$1,470,000.00	\$100.00	\$980,000.00	\$180.00	\$1,764,000.00
P-102-8	PCB Pavement	SY	1,100	\$150.00	\$165,000.00	\$100.00	\$110,000.00	\$180.00	\$198,000.00
P-102-9	Emulsified Asphalt Prime Coat	GAL	5,000	\$3.00	\$15,000.00	\$1.00	\$5,000.00	\$3.25	\$16,250.00

BID TABULATION (AS READ, AS-BID)

Airport: Portsmouth International Airport at Pease

Moyle, Turner Project #: Design

082861

Project: Reconstruct, Light, Sign and Mark Runway 36-34 Beyond PAPI's, Windscreen and Retaining Structure (Bios AK); Reconstruct Retainment of Taxiway 'W' and 'C' (Add AL 1); Reconstruct a portion of Taxiway 'A' South Hold Bay (Add AL 2)

Construction

083345

APF No: 3-23-0036-cm-2013

Bid Opening:

April 16, 2019

2:00 PM

Bios Bid Item No.	Description	Quantity		Engineer's Estimate		Pike Industries, Inc.		Continental Paving, Inc.	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
P-603-1	Unadorned Asphalt Tack Coat	SAL	77,000	\$2.00	\$154,000.00	\$1.00	\$77,000.00	\$4.00	\$308,000.00
P-605-1	Joint Sealing PCC Pavement	LF	11,000	\$8.00	\$88,000.00	\$10.00	\$110,000.00	\$18.00	\$198,000.00
P-605-2	Sew and Seal Asphalt Pavement	LF	12,000	\$10.00	\$120,000.00	\$4.00	\$48,000.00	\$3.50	\$42,000.00
P-620-1	Permanent Pavement Markings with Glass Beads	SF	340,000	\$2.50	\$850,000.00	\$0.75	\$255,000.00	\$1.50	\$510,000.00
P-620-2	Permanent Pavement Markings without Glass Beads	SF	125,000	\$2.00	\$250,000.00	\$0.55	\$68,750.00	\$1.00	\$125,000.00
P-620-3	Temporary Markings	SF	225,000	\$1.50	\$337,500.00	\$0.30	\$67,500.00	\$1.50	\$337,500.00
P-620-4	Remove Airport Markings	SF	255,000	\$2.50	\$637,500.00	\$0.50	\$127,500.00	\$1.50	\$382,500.00
P-620-5	Perform Surface Painted Hold Sign	EA	9	\$1,000.00	\$9,000.00	\$15,000.00	\$135,000.00	\$15,000.00	\$135,000.00
P-621-1	Grass Runway Pavement	SY	164,000	\$1.28	\$209,920.00	\$1.50	\$246,000.00	\$2.00	\$328,000.00
D-701-1	12" RCP	LF	11	\$190.00	\$2,090.00	\$175.00	\$1,925.00	\$140.00	\$1,540.00
D-701-2	24" RCP	LF	25	\$350.00	\$8,750.00	\$190.00	\$4,750.00	\$155.00	\$3,875.00
D-701-3	Soil Filter and Pipes System	LF	1,600	\$430.00	\$688,000.00	\$180.00	\$288,000.00	\$420.00	\$672,000.00
D-751-1	New 4' Diameter Catch Basin	EA	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,750.00	\$3,750.00
D-751-2	Adjust Existing Drainage Structure	EA	1	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$1,250.00	\$1,250.00
D-751-3	Side Inlet Opening Catch Basin	EA	6	\$18,000.00	\$108,000.00	\$22,000.00	\$132,000.00	\$30,000.00	\$180,000.00
D-751-4	Manhole	EA	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$16,000.00	\$16,000.00
D-751-5	Manhole	SY	110	\$175.00	\$19,250.00	\$170.00	\$18,700.00	\$220.00	\$24,200.00
D-751-6	Outlet Apron	EA	2	\$1,800.00	\$3,600.00	\$300.00	\$600.00	\$1,880.00	\$3,760.00
D-751-7	Remove Existing Drainage Structure	SY	128,000	\$3.00	\$384,000.00	\$0.30	\$38,400.00	\$0.30	\$38,400.00
T-801-1	Sealing	SY	128,000	\$4.00	\$512,000.00	\$0.50	\$64,000.00	\$3.50	\$448,000.00
T-801-2	Sealing	SY	128,000	\$4.00	\$512,000.00	\$0.50	\$64,000.00	\$3.50	\$448,000.00
L-101-1	New Retaining Structure and Electrical on ATC Tower	LF	1	\$800,000.00	\$800,000.00	\$4,500.00	\$4,500.00	\$27,500.00	\$27,500.00
L-101-2	Remove Existing Retaining Structure and Electrical	LF	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00
L-101-3	Remove Existing Retaining Structure and Electrical	EA	2	\$12,000.00	\$24,000.00	\$15,000.00	\$30,000.00	\$20,000.00	\$40,000.00
L-107-1	Supplemental Wind Cable	EA	1	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00
L-107-2	Primary Wind Cable	EA	1	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00
L-107-3	Remove Existing Wind Cable	EA	3	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00
L-108-1	1/2" RCP, 54x, L-834 Type 'C' Cable in Duct	LF	113,000	\$2.00	\$226,000.00	\$1.30	\$146,900.00	\$1.30	\$146,900.00
L-108-2	36 Bare Solid Conductor Wire	LF	6,500	\$2.00	\$13,000.00	\$2.00	\$13,000.00	\$2.00	\$13,000.00
L-108-3	1/2" RCP, 54x, L-834 Type 'C' Direct Buried Cable and Trench	LF	1,900	\$12.00	\$22,800.00	\$3.00	\$5,700.00	\$3.00	\$5,700.00
L-108-4	Remove Existing Electrical Cable	LF	82,000	\$1.00	\$82,000.00	\$0.25	\$20,500.00	\$0.25	\$20,500.00

Mayla, Tanner Project #: Design	062263
Construction	062263

Bill Opening: April 16, 2015
7:00 PM

Bill Opening: April 16, 2015
7:00 PM

Bill Opening: April 16, 2015
7:00 PM

Base Bid Row No.	Description	Quantity		Engineer's Estimate		Pike Industries, Inc.		Contractual Pricing, Inc.	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
L-110-1	2" 1-Way Encased Duct	LF	2,700	\$25.00	\$67,500.00	\$23.00	\$62,100.00	\$22.00	\$59,400.00
L-110-2	Duct Marker	EA	25	\$150.00	\$3,750.00	\$400.00	\$10,000.00	\$450.00	\$11,250.00
L-110-3	2" RGS Duct for Surface Sensors	LF	2,100	\$40.00	\$84,000.00	\$28.00	\$58,800.00	\$25.00	\$52,500.00
L-110-4	1" RGS Duct for Surface Sensors	LF	1,800	\$40.00	\$72,000.00	\$18.00	\$32,400.00	\$17.00	\$30,600.00
L-110-5	Remove 2" 1-Way Encased Duct	LF	2,400	\$10.00	\$24,000.00	\$3.00	\$7,200.00	\$3.00	\$7,200.00
L-110-6	2" 3-Way Un-encased Duct	LF	350	\$15.00	\$5,250.00	\$9.00	\$3,150.00	\$9.00	\$3,150.00
L-115-1	New Electrical Handhole	EA	27	\$2,300.00	\$58,000.00	\$8,000.00	\$176,000.00	\$8,750.00	\$148,500.00
L-115-2	Adjust Existing Electrical Structure to Grade	EA	8	\$750.00	\$6,000.00	\$3,000.00	\$24,000.00	\$1,750.00	\$14,000.00
L-115-3	New L-68 (11) Taxiway Edge Light on New L-687 Base	EA	5	\$2,000.00	\$10,000.00	\$2,500.00	\$12,500.00	\$2,500.00	\$12,500.00
L-125-2	Existing L-68(11) Taxiway Edge Light on New L-687 Base	EA	34	\$1,500.00	\$51,000.00	\$1,800.00	\$61,200.00	\$1,850.00	\$62,900.00
L-125-3	Replace L-682 and L-682E Elevated Runway Light Fixture and Transformer	EA	103	\$1,500.00	\$154,500.00	\$1,300.00	\$133,900.00	\$1,250.00	\$128,750.00
L-125-4	Replace L-650C Flush Mount Runway Light Fixture and Transformer	EA	7	\$2,500.00	\$17,500.00	\$2,800.00	\$19,600.00	\$2,750.00	\$19,250.00
L-125-5	New L-650C Flush Mount Runway Edge Light and L-684 Base	EA	4	\$3,500.00	\$14,000.00	\$4,000.00	\$16,000.00	\$3,900.00	\$15,600.00
L-125-6	Remove Existing Base Mounted Taxiway or Runway Edge Light	EA	47	\$750.00	\$35,250.00	\$180.00	\$8,460.00	\$175.00	\$8,225.00
L-125-7	Adjust Existing Airfield Light to Grade	EA	104	\$1,000.00	\$104,000.00	\$800.00	\$83,200.00	\$850.00	\$88,400.00
L-125-8	Remove and Replace Airfield Sign 1-Module	EA	5	\$2,300.00	\$11,500.00	\$3,200.00	\$16,000.00	\$3,300.00	\$16,500.00
L-125-9	Remove and Replace Airfield Sign 3-Module	EA	5	\$4,500.00	\$22,500.00	\$5,300.00	\$26,500.00	\$5,750.00	\$28,750.00
L-125-10	Remove and Replace NDR Sign on Existing Base	EA	19	\$3,500.00	\$66,500.00	\$3,700.00	\$70,300.00	\$3,800.00	\$72,200.00
L-125-11	Adjust Existing Sign Base to Grade	EA	5	\$1,900.00	\$9,500.00	\$2,300.00	\$11,500.00	\$1,200.00	\$5,000.00
L-125-12	Acquire 4-Box L-650 PAPI Units with Mounting Hardware	EA	2	\$45,000.00	\$90,000.00	\$29,000.00	\$58,000.00	\$28,000.00	\$56,000.00
L-125-13	Install Temporary or Permanent PAPI Systems	EA	4	\$20,000.00	\$80,000.00	\$40,000.00	\$160,000.00	\$33,000.00	\$132,000.00
L-125-14	Remove 4-Box Temporary or Permanent PAPI Foundations	EA	4	\$7,500.00	\$30,000.00	\$13,000.00	\$52,000.00	\$6,500.00	\$26,000.00
L-125-15	Crushed Stone Workblock Apron for Lights and Signs	EA	39	\$750.00	\$29,250.00	\$3,500.00	\$136,500.00	\$2,750.00	\$107,250.00
L-202-1	New RPU on Existing Pedestal, and Cabinet	EA	2	\$55,000.00	\$110,000.00	\$80,000.00	\$160,000.00	\$50,000.00	\$100,000.00
L-202-2	New RPU on New Foundation, Pedestal, and Cabinet	EA	3	\$75,000.00	\$225,000.00	\$75,000.00	\$225,000.00	\$72,000.00	\$216,000.00
L-202-3	Surface Sensors	EA	7	\$5,000.00	\$35,000.00	\$12,000.00	\$84,000.00	\$15,000.00	\$105,000.00
L-202-4	Surface Sensor Cables	LF	18,800	\$7.00	\$131,600.00	\$6.00	\$112,800.00	\$3.00	\$56,400.00
TOTAL BASE BID					\$34,006,790.00		\$19,822,135.00		\$25,843,045.00

\\slcrs01\slcrs01\001366 Paves RW 13-04 Construction Permit\Design_Planning\5-24\01366 Runway Rehab Bid Tab Saved 12/13/14 Summary

B10 TABULATION (A10 READ, A6-612)

Airport: Portsmouth International Airport at Pease

Project: Runway Extension, Light, Sign and Mark Runway 10-14; Airfield PAV's, Windbreaks and Rotating Barriers (Phase 2); Reconstruction/Remediation of Taxiway "B" and "C" (Add. A10 1, 2)

A10 No: 1-13-0013-000-2013

Hayler, Tanager Project #: Design
Construction022852
022852B10 Opening: April 16, 2013
2:08 PM

B10 Item No.	Description	Quantity		Engineer's Estimate		Pike Industries, Inc.		Continental Paving, Inc.	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
Add A10 No. 1	Description	Quantity		Engineer's Estimate		Pike Industries, Inc.		Continental Paving, Inc.	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
B-003-0	ISPP Compliance (ADD A10 No. 1)	Lump Sum	1	\$100,000.00	\$100,000.00	\$300,000.00	\$300,000.00	\$52,000.00	\$52,000.00
B-003-1	Inspect and Adjust Existing Monitoring Well	EA	4	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00	\$1,350.00	\$5,400.00
G-004-1	Treatment or Disposal of Contaminated Soil	AL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
G-004-2	Treatment or Disposal of Contaminated Groundwater (Pilot Test)	AL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
C-302-1	Temporary Seeding	SF	6,500	\$0.50	\$4,250.00	\$0.25	\$1,625.00	\$0.50	\$3,250.00
C-302-2	Engineer's Field Office	MONTH	3	\$7,500.00	\$22,500.00	\$3,500.00	\$10,500.00	\$3,500.00	\$10,500.00
C-302-3	Mobilization Additive Alternative No. 1	LS	3	\$169,000.00	\$169,000.00	\$170,000.00	\$170,000.00	\$90,000.00	\$90,000.00
P-301-4	Pavement Basecoat 2" - 3"	SF	23,000	\$8.00	\$184,000.00	\$2.35	\$54,050.00	\$4.00	\$92,000.00
P-301-6	Sealing 5"	SF	13,000	\$32.00	\$416,000.00	\$3.50	\$45,500.00	\$4.00	\$52,000.00
P-152-1	Underdrain Excavation	CY	2,800	\$25.00	\$70,000.00	\$11.00	\$30,800.00	\$15.00	\$42,000.00
P-152-3	Remove	CY	1,100	\$40.00	\$44,000.00	\$8.00	\$8,800.00	\$30.00	\$33,000.00
P-208-1	Crushed Aggregate Base Course	CY	1,100	\$43.00	\$47,300.00	\$50.00	\$55,000.00	\$40.00	\$44,000.00
P-401-1	Airport Bituminous Pavement	TCN	6,400	\$100.00	\$640,000.00	\$95.00	\$608,000.00	\$110.00	\$704,000.00
P-603-1	Unadorned Asphalt Prime Coat	GA1	400	\$3.00	\$1,200.00	\$1.00	\$400.00	\$2.25	\$900.00
P-603-1	Unadorned Asphalt Tack Coat	GA1	6,900	\$2.00	\$13,800.00	\$1.00	\$6,900.00	\$4.00	\$27,600.00
P-603-2	Star and Seal Asphalt Pavement	LF	6,500	\$30.00	\$195,000.00	\$3.50	\$22,750.00	\$3.50	\$22,750.00
P-620-1	Permanent Pavement Markings with Glass Beads	SF	1,400	\$2.50	\$3,500.00	\$0.80	\$1,120.00	\$1.50	\$2,100.00
P-620-2	Permanent Pavement Markings without Glass Beads	SF	1,700	\$2.00	\$3,400.00	\$0.90	\$1,530.00	\$1.50	\$2,550.00
P-620-3	Temporary Markings	SF	1,600	\$1.50	\$2,400.00	\$2.25	\$3,600.00	\$1.30	\$2,080.00
P-620-4	Remove Airport Markings	SF	1,000	\$3.50	\$3,500.00	\$3.00	\$3,000.00	\$1.30	\$1,300.00
T-801-1	Seeding	SF	8,500	\$1.00	\$8,500.00	\$0.30	\$2,550.00	\$0.50	\$4,250.00
T-801-2	Topsoiling	SF	8,500	\$4.00	\$34,000.00	\$0.80	\$6,800.00	\$3.50	\$29,750.00
L-108-1	1/2" 48, 50, 1/2" 48 Type "C" Cable in Duct	LF	4,300	\$2.00	\$8,600.00	\$1.32	\$5,676.00	\$1.50	\$6,450.00
L-308-2	86 Bare Solid Counterpoise Wire	LF	2,300	\$2.00	\$4,600.00	\$1.84	\$4,232.00	\$2.00	\$4,600.00
L-310-1	2", 1-Way Encased Duct	LF	2,300	\$25.00	\$57,500.00	\$21.00	\$48,300.00	\$22.00	\$50,600.00
L-310-2	Remove 2" 1-Way Encased Duct	LF	1,900	\$10.00	\$19,000.00	\$4.48	\$8,512.00	\$5.00	\$9,500.00

Moyle, Turner Project in Design	00000000
Construction	00000000

Disadvantages:

06-08-2

Self-Covering

APR 15 2019

THIRD ADDITIVE ALTERNATE NO. 1

BID TABULATION (AS READ, AS-BID)

Airport: Portsmouth International Airport at Pease

Hayle, Thorne Project R: Design

062002

Project: Reconstruction, Light, Signs and Airport Runway 25-04 Right-of-Way (R/W), Windscreen and Retaining Barrier (R/W) and Construct Runway 25-04 (Add AL 2, 3-23-0025-000-0000)

Construction

062003

Bid Opening:

April 18, 2019

AP No: 3-23-0025-000-0000

2:00 PM

Base Bid Item No.	Description	Quantity		Engineer's Estimate		Pike Industries, Inc.		Construction Funding, Inc.	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
Add AL Item No.	Description	Quantity		Engineer's Estimate		Pike Industries, Inc.		Construction Funding, Inc.	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
G-003-1	Protect and Adjust Existing Monitoring Well	EA	2	\$3,900.00	\$3,900.00	\$2,900.00	\$1,000.00	\$2,100.00	\$4,700.00
G-004-1	Treatment or Disposal of Contaminated Soil	AL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$70,000.00	\$20,000.00	\$10,000.00
G-004-2	Treatment or Disposal of Contaminated Groundwater (Pilot tank)	AL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
C-302-1	Temporary Sealing	SY	250	\$0.30	\$125.00	\$0.24	\$60.00	\$0.30	\$125.00
C-302-2	Sediment Barrier	LF	800	\$4.00	\$3,200.00	\$4.00	\$21,000.00	\$13.00	\$7,800.00
C-302-3	Water Protection	EA	6	\$100.00	\$600.00	\$100.00	\$700.00	\$400.00	\$1,800.00
C-302-4	Engineer's Field Office	MONTHLY	1	\$7,900.00	\$7,900.00	\$2,200.00	\$2,200.00	\$8,900.00	\$1,900.00
P-303-1	Concrete Pavement Removal	SY	1,200	\$23.00	\$27,600.00	\$9.00	\$10,800.00	\$17.00	\$19,800.00
P-303-2	Milling 3"	SY	1,200	\$8.00	\$9,600.00	\$18.00	\$21,600.00	\$4.00	\$4,800.00
P-303-3	Unclassified Excavation	CY	1,400	\$23.00	\$32,200.00	\$18.00	\$25,200.00	\$13.00	\$18,200.00
P-303-4	Crushed Aggregate Base Course	CY	6,000	\$45.00	\$270,000.00	\$48.00	\$288,000.00	\$40.00	\$240,000.00
P-401-1	Airport Runway Pavement	TON	1,700	\$100.00	\$170,000.00	\$70.00	\$119,000.00	\$130.00	\$221,000.00
P-401-2	Airport Runway Pavement Base Course	TON	1,800	\$95.00	\$171,000.00	\$70.00	\$126,000.00	\$100.00	\$180,000.00
P-601-1	Emulsified Asphalt Prime Coat	GAL	950	\$3.00	\$2,850.00	\$1.00	\$950.00	\$1.25	\$1,187.50
P-601-2	Emulsified Asphalt Tack Coat	GAL	1,000	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$4.00	\$4,000.00
P-601-3	Seal and Seal Asphalt Pavement	LF	1,200	\$8.00	\$9,600.00	\$8.00	\$9,600.00	\$3.00	\$3,600.00
P-601-4	Permanent Pavement Markings with Glass Beads	SF	1,800	\$2.00	\$3,600.00	\$1.00	\$1,800.00	\$1.00	\$1,800.00
P-601-5	Permanent Pavement Markings without Glass Beads	SF	1,800	\$2.00	\$3,600.00	\$1.00	\$1,800.00	\$1.00	\$1,800.00
P-601-6	Temporary Markings	SF	1,800	\$1.00	\$1,800.00	\$2.00	\$3,600.00	\$1.00	\$1,800.00
P-601-7	Remove Airport Markings	SF	500	\$3.00	\$1,500.00	\$3.00	\$1,500.00	\$1.50	\$750.00
T-801-1	Sealing	SY	500	\$1.00	\$500.00	\$0.30	\$150.00	\$0.30	\$150.00
T-801-2	Typing	SY	500	\$4.00	\$2,000.00	\$1.00	\$500.00	\$3.00	\$1,500.00
TOTAL ADDITIVE ALTERNATE NO. 1					\$1,236,025.00		\$1,020,000.00		\$1,169,425.00

Keywords:

REPORT

April 28, 2019

2:00 PM

Total Base Bid		\$24,806,798.00	\$24,821,135.00	\$23,841,949.00
Total Additive Alternates No. 1		\$1,261,130.00	\$1,333,363.13	\$1,404,573.00
Total Base Bid Plus Additive Alternates No. 1		\$26,067,928.00	\$26,154,498.13	\$25,246,522.00
Total Additive Alternates No. 2		\$1,296,023.00	\$1,328,040.00	\$1,364,672.90
Total Base Bid Plus Additive Alternates No. 1 and No. 2		\$27,363,951.00	\$27,482,538.13	\$26,611,194.90
Total Additive Alternates No. 3		\$423,000.00	\$42,200.00	\$44,725.00
Total Base Bid Plus Additive Alternates No. 1, No. 2, and No. 3		\$27,806,951.00	\$27,524,738.13	\$26,655,919.90
Total Additive Alternates No. 4		\$15,000.00	\$0.00	\$44,000.00
Total Base Bid Plus Additive Alternates No. 1, No. 2, No. 3, and No. 4		\$27,821,951.00	\$27,524,738.13	\$26,700,000.00
MATH CHECK NOTES:		NOTE: The incorrectly extended 8-003-1 as \$2,000 in the proposal documents instead of \$24,000, but correctly showed the base bid total as \$24,821,135.00		No errors.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I - OFFER

Date of Offer	<u>JUL 11 2019</u>
Airport/Planning Area	<u>Portsmouth International at Pease</u>
AIP Grant Number	<u>3-33-0016-064-2019</u>
DUNS Number	<u>620094771</u>
TO:	<u>Pease Development Authority</u> (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 1, 2019, for a grant of Federal funds for a project at or associated with the Portsmouth International at Pease Airport, which is included as part of this Grant Agreement; and

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

Reconstruct, Light, Sign, and Mark Runway 16/34; Replace PAPIs; and Replace Windcone and Rotary Beacon,

which is more fully described in the Project Application.

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States 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 payable under this Offer is \$13,376,546.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0 for planning;
\$13,376,546 airport development or noise program implementation; and,
\$0 for land acquisition.

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

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

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. Ineligible or Unallowable Costs. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. Indirect Costs - Sponsor. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 9, 2019, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. 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 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. Maximum Obligation Increase 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 or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harcvostcr.consis.gov/lacweb/>. Provide one copy of the completed audit to the FAA if requested.
19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or 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 government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

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

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated November 30, 2018, is incorporated herein by reference and made part of this grant agreement.**23. Employee Protection from Reprisal.****A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - I. Gross mismanagement of a Federal grant;
 - II. Gross waste of Federal funds;
 - III. An abuse of authority relating to implementation or use of Federal funds;
 - IV. A substantial and specific danger to public health or safety; or
 - V. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the

offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bills/115th-congress/house-bill/302/text>.

25. 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 financial assistance at the airport. The Sponsor further agrees that the program will:
- A. 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;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. 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.
 - b. 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.
 3. 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.
 4. 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 FAA as may be required.
26. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Ms. Gail Lattrell

(Typed Name)

Deputy Director, Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

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

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

Executed this 16th day of July, 2019.

Pease Development Authority

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: David R. 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 Henehee, acting as Attorney for the Sponsor do hereby certify:
(Typed/Printed 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 16th day of JULY, 2019

By: Lynn Marie Henehee
(Signature of Sponsor's Attorney)
NH Bar # 1219

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.