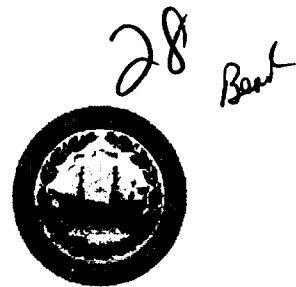




THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

September 23, 2014
Bureau of Aeronautics

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the Pease Development Authority (Vendor Code 156846) for SBG-16-04-2014, to design and permit the removal of on-airport obstructions (trees) at the Portsmouth International Airport at Pease. State and Federal participation in the amount of \$316,350.00 is effective upon Governor and Council approval through October 31, 2018. 94.74% Federal Funds, 5.26% General Funds.

Funding is available as follows:

FY 2015

04-96-96-960030-0997

FAA Projects
034-500152 Design

\$ 308,025.00

04-96-96-960030-1789

FAA Projects
034-500152 Design

\$ 8,325.00

Total

\$ 316,350.00

EXPLANATION

The following Federal Aviation Administration (FAA) State Block Grant that has been awarded to the State of New Hampshire:

FAA Grant Number
3-33-SBGP-20-2014

FAA Grant Amount
\$ 3,122,029.00

A total of \$299,700.00 (or 90% of the project cost) is proposed from the grant listed above for this airport development project (SBG-16-04-2014 copy attached), to design and permit the removal of on-airport obstructions at the Portsmouth International Airport at Pease.

In 2009 and 2010, an airspace obstruction analysis was undertaken to identify obstructions to Federal Aviation Regulations (FAR) Part 77 navigable airspace and FAA Terminal Instrument Procedures (TERPS) airspace surfaces at the airport. The study identified numerous tree obstructions both on and

off-airport property that penetrate the above-mentioned airspace surfaces. The funding from this FAA grant will develop the design and construction documents to remove the tree obstruction on-airport property. In addition, the funds will also obtain the necessary wetland permits to cut the obstructions. A future FAA grant will be issued to physically cut and remove the trees on-airport.

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. The Pease Development Authority will participate in the amount of \$16,650.00 (5% of this project). State participation in the amount of \$16,650.00 (5% of this project) is also requested. The total cost of this phase of the airport development project is \$333,000.00.

As a State agency, the Pease Development Authority is not obligated to procure insurance. Similarly, 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, 2011 253:1, XIV-A and 2009 145:1, XII- A, Capital Budget.

Sincerely,



Christopher D. Clement Sr.
Commissioner

Attachment
CDC/tls1



U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

Date of Offer	<u>JUN 30 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, Boire Field, Nashua, NH, NP2014, \$150,000
- PSM, Portsmouth International at Pease, Portsmouth, NH, NP2014, \$1,000,000
- DAW, Skyhaven, Rochester, NH, NP2014, \$150,000
- HIE, Mount Washington Regional, Whitefield, NH, NP2014, \$150,000

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

11. State Apportionment Funds.

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

19. TRAFFICKING IN PERSONS.

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

12. Ban on Texting When Driving.

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

- behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The State must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.
13. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
14. **Suspension or Debarment.** The State must inform the FAA when the State suspends or debars a contractor, person, or entity.
15. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. The System for Award Management (SAM) incorporated the Central Contractor Registration (CCR): SAM is the official United States Government system into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for System for Award Management (SAM): Unless the State or the subgrant recipient (subrecipient) of these Block Grant funds is exempted from this requirement under 2 CFR 25.110, the State or subrecipient must maintain the currency of its information in the SAM until the State or subrecipient submits the final financial report required under this grant, subgrant, or receives the final payment, whichever is later. This requires that the State or subrecipient review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.
 - C. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
16. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
17. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.
 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.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.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.

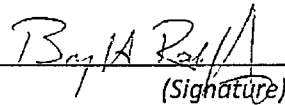
D. Exemptions

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

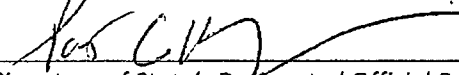
(Title)

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

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

CERTIFICATE OF STATE'S ATTORNEY

I, Brian V. 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.

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 May 15, 2014 Board meeting:

In connection with the FAA grant to design the removal of airspace obstructions at Portsmouth International Airport at Pease and the additional review of affected acreage which necessitated the need to increase the scope of work required thereunder, the Pease Development Authority Board of Directors authorizes the Executive Director to:

1. Accept from FAA a grant amount of \$299,700 (90% of \$333,000);
2. Accept from NHDOT a grant amount of \$16,650 (5% of \$333,000);
3. Allow PDA to contribute \$16,650 (5% of \$333,000);
4. Amend the existing on-call services contract with Hoyle, Tanner & Associates to add engineering services for Obstruction Removal-Permitting and Design in the amount of \$192,000; and
5. Expend \$141,000 for permitting fees plus other sponsor administrative items;

all otherwise in accordance with the memorandum of Maria J. Stowell, P.E., Manager of Engineering dated May 7, 2014 and attached hereto.

In witness hereof, I hereto set my hand at Portsmouth, New Hampshire, this 7th day of October, 2014



David R. Mullen, Executive Director
Pease Development Authority

PEASE DEVELOPMENT AUTHORITY

BY-LAWS

ARTICLE I. AUTHORITY

- 1.1 **Commission:** The Pease Development Authority (the "Authority"), a body politic and corporate of the State of New Hampshire, established pursuant to NH RSA ch. 12-G operates under, and subject to, the Constitution and laws of the State of New Hampshire. (All statutory references in these By-Laws shall be presumed to refer to NH RSA ch. 12-G unless expressly stated to the contrary. Unless otherwise defined herein, all capitalized terms shall be defined as set forth in NH RSA ch. 12-G.
- 1.2 **By-Laws:** These By-Laws are enacted pursuant to the Authority's powers set forth in NH RSA 12-G:8, XIX.

ARTICLE II. PURPOSE

- 2.1 **Purpose:** The purpose of the Authority is to foster and promote the redevelopment of the former Pease Air Force Base ("Pease") and to promote, oversee and integrate the development and conversion of Pease to civilian use, in all respects for the benefit of the economies, environment and quality of life of the City of Portsmouth, the Town of Newington, the seacoast region, and the State of New Hampshire, and for the improvement of their wealth and prosperity, including the creation of employment and other business opportunities.

ARTICLE III. THE PEASE DEVELOPMENT AUTHORITY

- 3.1 **Membership:** The membership of the Authority shall be as set forth in NH RSA 12-G:4. No member of the Authority may enter into or continue his duties unless a Statement of Financial Interests has been filed in satisfaction of the requirements of NH RSA 12-G:5.
- 3.2 **Meetings:** The Authority shall meet at least as frequently as quarterly at a time and place either within the City of Portsmouth, or the Town of Newington, to be designated by the Chairman, or such other location within or without the State of New Hampshire as may be otherwise agreed by a majority of the Board of Directors (the "Board"). Additionally, meetings of the Authority may be called at any time by the Chairman of the Board,

3.11.1.1 Duties. The Executive Director shall be appointed by the Authority and shall be the chief executive and administrative officer of the Authority. The Executive Director shall have general and active supervision over the day-to-day business and affairs of the Authority and its officers and employees, subject, however, to the direction and control of the Board. The Executive Director shall perform all such other duties as may be prescribed by law or as may be from time to time assigned to him by the Board. The Executive Director shall also be the Secretary of the Authority, shall keep a record of the proceedings of the Authority, including Committee Meetings, and shall be the custodian of all books, documents, and papers filed with the Authority and of its minute book and seal. He shall have the power to cause copies to be made of all minutes and other records and documents of the Authority or its Committees and to give certificates under the seal of the Authority to the effect that such copies are true copies, and all persons dealing with the Authority may rely upon such certificates. Without derogation of the authority specifically granted by NH RSA ch. 12-G, these By-Laws or the Board to other persons, the Executive Director shall have all the authority of the Chairman with respect to the signing of contracts, leases, releases, bonds, notes and other instruments and documents approved by the Authority. The Executive Director shall have the care and custody of

the funds of the Authority, and may, on behalf of the Authority, endorse for deposit or collection, and may deposit, all drafts, checks, notes and other instruments for the payment of money to the Authority or its order, and may sign receipts therefore. The Executive Director shall also be empowered on behalf of the Authority to endorse checks on which the Authority is designated as a joint payee for its own protection under leases, contracts, insurance settlements or other documents; and to deliver such checks to other payees or such other persons as are properly entitled to receive the same. The Executive Director shall be deemed to have discharged his responsibilities under these By-Laws if he shall have caused the same to be discharged by an assistant or employee recommended or assigned by the Executive Director and properly authorized by the Executive Committee, except as to any duties which under State law can be discharged only by the Executive Director. If changes arise during the fiscal year following the Annual Meeting which make it unnecessary to use budget funds as specified, the Executive Director may transfer from one budget category to another any unexpended balance; provided, however, that the total amount spent shall not exceed the total budget approved by the Board and that such transfers are reported to the full Board at its next regular meeting. Subject to the direction and control of the Board, and except as otherwise provided

under State law, the Executive Director shall have authority to approve or commit to a contract or agreement with any consultant, engineer, provider of professional services or other person requiring the expenditure, commitment or payment by the Authority of funds up to the amount of Ten Thousand Dollars (\$10,000.00). Any expenditure authorized by the Executive Director pursuant to this provision shall be approved by the Treasurer or another member of the Executive Committee and reported to the full Board at its next regular meeting.

3.11.1.2 Term of Employment; Salary: The Executive Director shall hold office for an indefinite term at the pleasure of the Board. The Board may remove the Executive Director from office at any time, for any reason and without cause. The salary and other compensation of the Executive Director shall be established, from time to time, by the Board.

3.11.2 Staff; Operating Divisions:

3.11.2.1 Staff: The Executive Director may employ such assistants, legal counsel, clerical and administrative staff, as directed by the Board, and within limits of funds available for that purpose.

3.11.2.2 Operating Divisions: The Executive Director may from time to time, with the prior consent of the Board, establish and maintain such operating divisions within the Authority as he shall deem necessary for the proper and efficient conduct of the duties of the Authority and



New Hampshire Department
of Transportation
Bureau of Aeronautics

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 11, 2014
Airport/Planning Area	Portsmouth International Airport at Pease
AIP Grant Number	SBG 16-04-2014
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 25, 2014, for a grant of Federal and State funds for a project at or associated with the Portsmouth International Airport at Pease, which as approved by the State, is hereby included as part of this Grant Agreement; and

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

On-Airport Obstruction Removal - Design and Permit Only

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is \$316,350.00.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$0.00 for planning
 - \$316,350.00 for airport development or noise program implementation
 - \$0.00 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable under the Act.
3. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 12, 2014**, or such subsequent date as may be prescribed in writing by the State.
7. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State shares of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
8. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State shall be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be

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

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

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

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

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

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

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

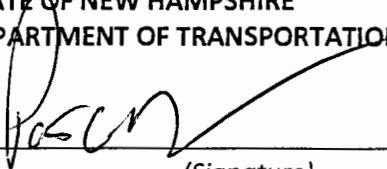
United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States and the State, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the State.
17. **Suspension or Debarment.** The Sponsor must inform the State when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the State to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the State determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Incorporated by Reference.** The Exhibit “A” updated April 10, 2013, filed with SBG Project SBG 16-01-2013, is incorporated herein by reference.
21. **Availability of Funds.** Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.
22. **Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.
23. **Assignment of Interest.** The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.
24. **Entire Agreement.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.
25. **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.
26. **Design Grant:** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the State has provided Federal and State funding to complete the design for the project, and the Sponsor has not completed the design within **four (4)** years from the execution of this grant agreement, the State may suspend or terminate grants related to the design.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)

Patrick C. Herlihy

(Typed Name)

Director, Division of Aeronautics, Rail & Transit

(Title)

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

Dated: 10/7/14

By: 

Assistant Attorney General

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

Dated: _____

Attest: _____

By: _____

Secretary of State

(Title)

PART II - ACCEPTANCE

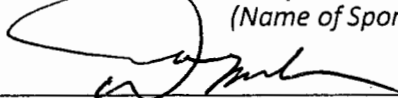
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with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

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

Executed this 26th day of August, 2014.

Peace Development Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

By:

DAVID Mellon

(Typed Name of Sponsor's Designated Official Representative)

Title:

Executive Director

(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, LYNN MARIE HINCHEE, 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 this 28th day of August, 2014.

By Lynn Marie Hincbee #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.

1990

Application for Federal Assistance SF-424		
1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received: APR 28 2014	4. Application Identifier: Hoyle, Tanner Project # 062857	
5a. Federal Entity Identifier: NH AERONAUTICS	* 5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier: SBG 16-04-2014 RLCM	
8. APPLICANT INFORMATION:		
* a. Legal Name: Pease Development Authority		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-0440365	*c. Organizational DUNS: 620094771	
d. Address:		
* Street1: 55 International Drive Street 2: * City: Portsmouth County: Rockingham * State: NH Province: Country: USA		
*Zip/ Postal Code: 03801		
e. Organizational Unit:		
Department Name: Portsmouth International Airport at Pease	Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms. Middle Name: * Last Name: Stowell Suffix:	First Name: Maria	
Title: Manager, Engineering		
Organizational Affiliation: Pease Development Authority		
* Telephone Number: (603) 766-9296	Fax Number: (603) 427-0433	
* Email: m.stowell@peasedev.org		

Application for Federal Assistance SF-424

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

X. Other (specify)

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

City of Portsmouth
Rockingham County
New Hampshire

* 15. Descriptive Title of Applicant's Project:

On-Airport Obstruction Removal Permitting and Design Only

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 1st

*b. Program/Project: 1st

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

17. Proposed Project:

*a. Start Date: 04/01/2014

*b. End Date: 05/01/2015

18. Estimated Funding (\$):

*a. Federal	299,700.00	✓
*b. Applicant	16,650.00	✓
*c. State	16,650.00	✓
*d. Local		
*e. Other		
*f. Program Income		
*g. TOTAL	333,000.00	✓ <i>el- 4-28-14</i>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on 05/01/2014
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

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

- Yes
- No

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

** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: David

Middle Name: R.

*Last Name: Mullen

Suffix:

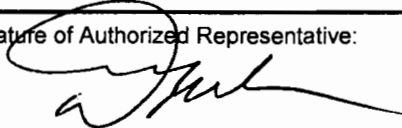
*Title: Executive Director

*Telephone Number: (603) 766-9276

Fax Number: (603) 427-0433

* Email: d.mullen@peasedev.org

*Signature of Authorized Representative:



*Date Signed:

4/25/14

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

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

PART II PROJECT APPROVAL INFORMATION SECTION A

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

N/A

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

None.

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

None.

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

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

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

7. **Public Hearings.** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. N/A, not required.

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. N/A

PART II – SECTION C (CONTINUED)

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

None

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

N/A

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":

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

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

None

NOTE: The following statement is substituted for the "title examination" statement above: "The sponsor certifies that the above is based on the Quitclaim Deeds dated 11/18/99, 1/28/04, & 10/13/05, all noted on Exhibit A and on file at the Rockingham County Registry of Deeds.

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

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

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

SECTION B - CALCULATION OF FEDERAL GRANT

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 141,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			192,000.00
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			333,000.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			333,000.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			333,000.00
20. Federal Share requested of Line 19 (90%)			299,700.00
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			299,700.00
23. Grantee share (5%)			16,650.00
24. Other shares (State 5%)			16,650.00
25. Total project (Lines 22, 23, & 24)	\$	\$	\$333,000.00

SECTION C - EXCLUSIONS

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

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	16,650.00
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. Total – Grantee Share	16,650.00
28. Other Shares	
a. State	16,650.00
b. Other	
c. Total Other Shares	16,650.00
29. TOTAL	\$ 33,300.00

SECTION E - REMARKS

Empty box for remarks.

PART IV - PROGRAM NARRATIVE (ATTACH – SEE INSTRUCTIONS)

**PART IV
PROGRAM NARRATIVE**

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: On-Airport Obstruction Removal Permitting and Design Only
AIRPORT: Portsmouth International Airport at Pease
1. Objective: To complete design and permitting for the removal and mitigation of on-airport obstructions to FAR Part 77 and TERPS airspace surfaces.
2. Benefits Anticipated: Increased safety for aircraft utilizing the airport.
3. Approach: (See approved Scope of Work in final Application) Environmental Statement, DBE Statement, Statement of Coordination with Airport Users, Statement Regarding Coordination with State Agencies, and Exhibit A Certification all included in attached SECTION IV NARRATIVE.
4. Geographic Location: Portsmouth International Airport at Pease Latitude: 43o 04' 40.64" N Longitude: 70o 49' 23.60" W
5. If Applicable, Provide Additional Information:
6: Sponsor's Representative: (incl. address & tel. no.) Hoyle, Tanner & Associates, Inc. 150 Dow Street Manchester, NH 03101 Michael C. Rogerson, PE, LEED AP (603-669-5555, x-114)

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

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

NHDOT SBG No. 16-02-2013

On-Airport Obstruction Removal Permitting and Design Only

SCOPE NARRATIVE

In 2009 and 2010, an airspace obstruction study was undertaken to identify obstructions to Part 77 navigable airspace and FAA TERPS procedure airspace surfaces for Portsmouth International Airport at Pease. The study revealed numerous tree obstructions both on and off-airport property penetrating these airspace surfaces. At the time, it was collaboratively decided by the FAA, NHDOT and the OWNER to address only the TERPS airspace surfaces. In 2011, the OWNER applied for, and accepted a grant to undertake an Environmental Assessment (EA) and wetland permitting effort to address the TERPS airspace obstructions. The wetlands in areas of TERPS obstructions were mapped under that effort in 2012.

Later in 2012, the FAA deemed that the Part 77 airspace surface should also be addressed. This increased the obstruction areas from approximately 12 acres to 67 acres (total of both on and off-airport obstructions). A significant area of the additional obstructions is in and around wetlands, on the west side of the airfield. Permits are required to remove obstructions in any wetlands, and the wetlands also need to be mapped. The additional wetland mapping will be completed under the original 2011 grant, while the permitting will be completed under this scope.

Additionally, forestry assessment work was included in the 2011 grant for the original 12 acres of obstructions. A significant portion of forestry work was completed for these 12 acres, but not for the additional 55 acres associated with Part 77 obstructions. This scope includes forestry work associated with the additional 55 acres of obstruction area.

This effort is to produce design and construction documents, and to obtain permits to remove the majority of tree obstructions that are on-airport property. Where there are obstructions adjacent to sensitive residential neighborhoods, obstruction lights will be evaluated and designed where the FAA has deemed appropriate. In these areas, obstruction lights will be in lieu of tree removal.

Approximate clearing areas and potential wetland impacts are as follows:

Clearing:			Wetland Impacts: (All numbers are approximate)		
North	31.8	AC	North	6.4	AC (Includes 2.25 AC prime wetland buffer)
West	27.4	AC	West	11.1	AC (Approximate)
South	<u>1.7</u>	AC	South	<u>0.0</u>	AC (No Known wetlands)
Total:	60.9	AC	Total:	17.5	AC

A significant portion of obstructions are on the Pease Golf Course, located on and between fairways and large areas of wetlands. Careful coordination with the OWNER will be necessary during design to ensure that the quality and operations of the golf course is not compromised and impacts are minimal, while balancing the objective of removing obstructions and considering wetland impact restrictions.

Permitting will be required where obstruction removal is within wetlands or wetland buffer zones, including the buffer zone to a prime wetland on the north end of the airport. A New Hampshire Alteration of Terrain (AoT) permit

is required where obstruction removal includes grubbing of tree stumps and disturbing or grading of land for long term maintenance. This is also included in this scope.

Deliverables include permits, plans, specifications and bidding services for construction in 2015.

ARTICLE I - PROJECT ADMINISTRATION

This article is to provide general services related to project scoping, contract work, subcontract scoping and contract work, preparation of a grant application, applications for grant reimbursement requests, project file retention, and general assistance to the OWNER for grant and project contract related matters.

Hoyle, Tanner's work under this paragraph will include:

1. Initial scope development and one (1) scoping meeting, emails and phone calls to OWNER, NHDOT and FAA, compare notes and follow-up emails and calls
2. Develop scope, scope graphics, and solicit estimates from environmental subconsultant, review proposals, prepare contract(s), review monthly invoices
3. Develop scope, scope graphics, and solicit estimates from forestry subconsultant, review proposals, prepare contract(s), review monthly invoices
4. Develop scope, scope graphics, and solicit estimates from survey subconsultant, review proposals, prepare contract(s), review monthly invoices
5. Develop scope, scope graphics, and solicit estimates from electrical design subconsultant, review proposals, prepare contract(s), review monthly invoices
6. Prepare periodic grant reimbursement requests
7. Assist the OWNER in updating the Capital Improvement Program (CIP)
8. Retain project files for OWNER, NHDOT, and FAA
9. Provide other project related administration assistance requested by the OWNER

ARTICLE II – BOUNDARY SURVEY

This article is for a licensed NH surveyor to survey, locate boundary monuments and set missing boundary monuments, for areas where clearing is adjacent to the airport property line.

These areas are to the north, adjacent to private properties and Newington Town property along Little Bay Road, and portions of the Little Bay Road right of way. In addition, to the south, the airport property line to the east of the park-n-ride, adjacent to Sherburne Village.

The surveyor will also provide an electronic version of surveyed property lines and monuments.

Hoyle, Tanner's work under this paragraph will include:

1. Coordination and scheduling of work, answer questions and assist in logistics and communication as needed
2. Incorporate property line and monument data into the design plans.

The survey subconsultant's work under this paragraph will include:

AREA OF SURVEY:

North-Newington Tax Map 23 Lots 8-2 & 8-3 and the portion of PDA property adjacent to Tax Map 24 Lot 6 South-The portion of PDA property adjacent to Portsmouth Tax Map 261 Lots 4-4, 14, 17, 25, 27, 28, 29, 30, and the southwesterly lines of Lot 38 and Sutton Ave.

SCOPE OF SURVEY SERVICES:

TASK I: Research of adequate thoroughness to support the determination of the deeded boundaries of

the parcel. Hoyle, Tanner will be responsible to provide a copy of the deed(s) of record of the parcel to be surveyed.

TASK II: Field survey to locate evidence of the deeded boundaries and observable evidence of easements of record. This is based on the assumption that the record monuments are observable and undisturbed.

TASK III: Computations & drafting of the "Plan of Land". One copy of the plan provided in digital format.

TASK IV: Monumentation of property lines with #5 Re-bar with a surveyors identification cap or drill holes in rock. Per New Hampshire Code of Administrative Rules Board of Licensure for Land Surveyors, Lan 503.08(a): Monuments shall be set so that upon completion of the boundary survey, each corner of the property will be physically monumented. It is unknown at this time what the number of required monuments will be, the assumption is approximately 10.

ARTICLE III – OBSTRUCTION REMOVAL DESIGN AND LIGHTING DESIGN

This article is for design work and creation of plans and specifications for obstruction removal and obstruction lighting. It includes coordination with the OWNER and other interested parties. Timber harvesting, including timber landing areas, removal methods and haul routes will be with the assistance of a licensed forestry subconsultant. A 60% design will be used for permitting.

Hoyle, Tanner's work under this paragraph will include:

1. Graphics: Plans. Estimate 8 plan sheets at 1"=100' with clearing areas, wetland, topography (drawn from 2006 aerial data), water courses, and available drainage, planimetrics and property lines drawn from existing sources. Includes legend for graphics and clearing methods per area.
2. Obstruction removal design: Work with forester and environmental subconsultants to establish appropriate landing areas, clearing methods. Assume 10 landing areas and 6 different clearing methods in approximately 15 different clearing areas. This is based on location constraints, stand conditions and timber value. Evaluate clearing methods for wetlands (such as lop and drop, crane removal, etc.). Evaluate clearing method for areas within the golf course. Assume 5 (five) 1-day site visits, which includes 3 (three) meetings with the airport, including golf course personnel. Forester will assess timber and timber value of various stands. This includes incorporating into design, plan graphics, detail sheets and specifications.
3. Graphics and Design: Create design and graphics for erosion and sediment control, BMP's, plus erosion and sediment control details. Include information needed permitting and construction. Estimate work on 8 plan sheets at 1"=100' from previous task.
4. Graphics and Design: Site and design pole mounted obstruction lights on airport property. Assess and design power requirements and power feed locations (risers, metering, overhead, UGE, drop down transformers and controls) Assume 20 lights total, 2 poles/lights on the North end (adjacent to Sherburn Village), 10 poles/lights adjacent to the golf course (this is contingency in case wetland permitting becomes problematic), 8 poles/lights on the North end, for remaining off-airport obstructions. Assume 3 sheets of individual obstruction light siting plans, locations and power feeds at 1"=50'. Include 4 sheets of electrical details, wiring schematics, and details for poles and lights.
5. Specifications: Front End, Proposal and Technical Specifications. Technical specifications to include clearing by various methods, grubbing, erosion control; electrical, transformers; poles, overhead and underground electrical, trenching.
6. Graphics: General. Title sheet, location plan, key maps (assume 2 sheets of key maps).
7. Quantity take-off (QTO) work for clearing areas, grubbing, grading, erosion and sediment control, poles, lights, electrical, trenching, overhead electric. Compile construction cost estimates.

This work also includes efforts by a forester as mentioned above, including site visits, and an electrical design subconsultant for obstruction light electrical and power feed design.

ARTICLE IV – OBSTRUCTION REMOVAL PERMITTING

This article is for work associated with the permitting of obstruction removal. Permits include NH DES Wetland permits for obstruction removal in wetland, wetland buffers and obstruction removal within the prime wetland on the north edge of airport property. NH DES Alteration of Terrain (AoT) permit will be required for obstruction areas requiring complete removal, grubbing and grading to create maintainable areas. AoT is also applicable to significant changes in ground cover.

The majority of this work will be accomplished by an environmental subconsultant, with Hoyle, Tanner providing graphics and hydrologic computations (specifically for an AoT permit), as well as additional information and support needed for permits.

Hoyle, Tanner's work under this paragraph will include:

1. Provide graphics (plans and details) as needed for wetland permit application. This will include 8 1/2" x 11" formatted site plans in conformance with Corps requirements.
2. Coordination with the OWNER through emails, phone calls and meetings. Assume 1 (one) meeting with the OWNER and environmental subconsultant and 1 (one) additional meeting with NH DES wetlands bureau and 1 (one) meeting with the AoT program.
3. For areas of clearing (and grubbing), calculate hydrologic impacts to assess increase in runoff from change in ground cover, for purpose of NH AOT / Site Specific permitting. Assume this will be done for 40 acres of clearing (approximately 2/3). Watershed delineation will be done using 2006 aerial topography. This includes analysis and design of 3 (three) separate detention areas to attenuate any increase in runoff.
4. Attend local meetings: Newington Conservation Commission, Pease Development Authority.
5. Prepare presentation materials and attend NHDOT Natural Resource Agency Coordination meeting. Assume meeting will take ½ day in addition to prep time. Meeting to also be attended by subconsultant.
6. Prepare presentation materials and attend NHDOT DHR Coordination Meeting. Assume meeting will take ½ day in addition to prep time.

The Environmental Subconsultants work under this paragraph includes:

1. Wetland Permitting: Pre-application meeting with DES, including invitation to federal state and local agencies. Distribute summary results to project team.
2. Wetland Permitting: A Standard Dredge and Fill Application (confirming to the requirements of Env-Wt 302) will be compiled for each community within which work is proposed.
3. Wetland Permitting: Obtain abutters lists, notify abutters by certified mail, complete the Army Corps of Engineers Secondary Impact checklist, a Wetland Functions and Values Assessment of wetlands to be impacted (Army Corps Methodology, 2009), a mitigation proposal that conforms to Env-Wt 800, a complete report that responds to Env-Wt 302.04 and Env-Wt 500 and will work with HTA to incorporate the site plans into the applications.
4. Wetland Permitting: Coordinate the filing of the applications to coincide as much as possible with the meeting dates of the conservation commissions, will meet with the conservation commissions and present the project, document any comments for the project team and perform follow up as needed (up to 2 meetings with each commission).
5. Wetland Permitting: provide follow up with all regulatory agencies and provide application review status updates as review progresses to the project team until permits are issued.
6. Local Approvals, Newington: Article XI, Section 4 of the Newington Town Ordinances lists forestry, including the construction of access roads for this purpose, as a permitted use. However, it is not clear if the work proposed for this project meets the intent of the ordinance and clarification from the town will be required. If the town agrees that the project meets the intent of the ordinance all work will be required to be undertaken using Best Management Practices Erosion Control on Timber Harvesting Operations in New Hampshire (April 1996). In this instance the role of a forester on the project team should be employed. Alternatively, if the proposed work is found to require a Special Exception (issued by the Board of Adjustment) the environmental subconsultant will complete the required application materials and support

the project through this local process by coordinating and attending meetings with the Conservation Commission and Board of Adjustment. Hoyle, Tanner will provide a lead and point of initial contact with the Board of Adjustment.

7. Local Approvals Pease Development Authority, According to article 304-a of the Pease Development Authority Zoning Ordinance, approval from the Pease Board of Directors for work in wetland buffers may be required. It is assumed work with buffer zones will require a conditional use permit because the obstruction removal is not specifically a timber harvesting or forestry use. Obstruction removal within the Runway Protection Zone is a permitted use under the PDA zoning regulations. In addition the Pease Board of Directors will require project review for work in wetlands prior to submission to the NH Wetlands Bureau and the ACOE.
8. AOT Permitting: The removal of vegetation for the project may result in altering the characteristics of the terrain, natural runoff patterns, or potentially affect water quality in receiving waters, which in itself may trigger an AoT permit from NHDES. With the potential for grubbing and grading activities in various areas extending up to 40 acres, the project will, in all probability, require an Alteration of Terrain permit from NHDES. With earth disturbing activities planned for the winter and the absence of dramatic terrain contour modifications, the nature of needed Best Management Practices for erosion and sediment control may be limited to basic site stabilization work, potentially including phased construction and stabilization; application of mulch, erosion control mix, or erosion control blankets; and perimeter controls. However, the scale of the project may require additional temporary erosion and sedimentation controls. Hoyle, Tanner will calculate runoff characteristics to determine water volumes, flow and pollutant loading for evaluating relevant BMPs, including detention areas, pre and post construction. These will be reviewed by the environmental sub consultant. Particular attention will be given to the review of the construction sequence proposed by Hoyle, Tanner to minimize the exposure of unstabilized soil throughout the project. Notes on inspections procedures and BMP maintenance will be provided for addition to the plans.
9. AOT Permitting: The environmental subconsultant will visit all proposed project sites. They will coordinate and attend a pre-application meeting with the NHDES to obtain their input on conceptual plans, appropriate Best Management Practices and any concerns about the project so that they can be fully addressed within the formal AoT application. They will attempt to coordinate this meeting at the same time and place as the pre-application meeting with the Wetlands Bureau as a cost saving measure.
10. AOT Permitting: The project proposal includes the potential need for stormwater treatment due to the proposed change in cover type. The environmental subconsultant will provide the site specific soil data required for up to three proposed stormwater basins. The soil survey will be completed by a certified soil scientist with OSHA certification and the use of a backhoe. It is assumed the land area for the site specific soil survey will not exceed 1.5 acres. Other considerations include the following:
 - An electronic digital base map with property boundaries and at least 2-foot topographic contours, as determined by a licensed land surveyor, will be available for use to create a soil map for the report.
 - There will be no frost in the soil and no snow cover.
 - Dig safe and all other clearances for excavation will be completed by others based on maps provided by the subconsultant of proposed test pit locations.
 - Work can be safely completed at OSHA Level D.
 - Deliverable will include a paper and electronic copy of the maps and a text narrative to accompany them.
11. Assist in preparation, and attend NHDOT Natural Resource Agency Coordination meeting. Assume meeting will take ½ day in addition to prep time.
12. Assist in preparation, and attend NHDOT DHR Coordination Meeting. Assume meeting will take ½ day in addition to prep time.

Some additional tasks related to permitting are already covered under the 2011 Environmental Assessment project grant (AIP 3-33-0016-49-2011), and not included in this proposal scope. These are:

- Review by the Natural Heritage Bureau (NHB), developing a work plan for the mapping and documentation of rare plants for NHB approval and, implementation of the work plan for the mapping of rare plants
- Delineation of wetlands not already mapped, including a portion on the north end of the airport, and

wetlands in and around the golf course area. The additional wetland mapping is required because of a change in obstruction removal scope. The original obstruction removal scope only included FAA TERPS operational airspace surfaces. It was subsequently increased to also include all obstructions to FAR Part 77 airspace surfaces, which caused the need for the additional wetland mapping.

- Review by the Division of Historic Resources (DHR)

ARTICLE V – CONSTRUCTION SAFETY AND PHASING PLANS (CSPP) & 7460 FILING

All of the obstruction removal is on-airport property, but there will be no encroachment on any runway safety areas, taxiway object free areas, or any movement areas, including ramps.

To the north, almost all construction traffic will be off-airport. Access will be off of Arboretum Drive for the majority of these areas. The exception is an area of obstructions on the southern part of this group, just north of the VOR antenna, adjacent to McIntyre Road. It is unclear how to access this and haul lumber from the site, as McIntyre Road has a 10-Ton weight limit. One possibility is using the fence road adjacent to the golf course, installing temporary gates to access by crossing the area adjacent to the VOR antenna. This option will have to be assessed for impacts to VOR operations.

Access to the west side, in and adjacent to the golf course is planned along the fence road adjacent to the golf course. Phasing considerations in the golf course include assessing impacts to the golf course, cart paths, fairways and golf course operations and use.

South areas will be accessed off of Grafton Drive and require coordination with the bus terminal facility and operations.

Hoyle, Tanner's, work (with assistance of forestry subconsultant) under this article will include:

North Areas:

1. Assess areas where crane work will be required, assume 4 locations
2. Assess hauling areas that can utilize Arboretum Drive, research if permits are needed
3. Assess hauling alternatives for area north of VOR antenna. Coordinate with Airport and FAA Facilities for potential crossing of VOR area and temporary gates

West Area (golf course):

4. Assess where crane work will be likely be required. Assume 10 location due to wetlands and restrictions for travelling in fairways and cart paths
5. Assess major haul (fence road haul route) and any improvements/repairs needed
6. Demark areas off limits to hauling activities
7. Determine locations and types of caution signs and marker for work areas and haul routes for protection of golfers and course maintenance
8. Determine lay-down areas to minimize impacts to golf course and operations (this may be many)

South Area:

9. Assess where crane work will be required. Assume 3 locations for protection of buildings and vehicles.
10. Determine lay-down areas to minimize impacts to park-n-ride and bus terminal.

CSPP:

11. Development of CSPP and graphics. Assume 5 sheet of safety and phasing plans. Depict haul routes outside of airport and not in any moment, safety or object free areas. Exception is if haul routes crosses VOR antenna area
12. Assess anticipated operational impacts of proposed crane locations and heights by analyzing against airspace surfaces
13. Submit 17 FAA 7460's online for proposed crane locations including graphics
14. Coordination with the Airport, NHDOT and FAA, distribute CSPP for review.

15. Incorporate review responses, 7460 responses, and restrictions into CSPP including recommended temporary minimums, restrictions, timing and lighting and marking required.

ARTICLE VI – BIDDING

This article is for work in bidding the project, responding to contractor questions, issuing addendum, assist the OWNER with bid opening. Tabulating bids and reviewing bid documents, checking references and writing a recommendation to award.

Hoyle, Tanner's, work under this article will include:

1. Prepare Advertisement for Bids
2. Print & Distribute Bid Documents
3. Organize and Attend Pre-Bid Conference
4. Prepare and Issue Addenda, As Necessary
5. Respond to Contractors' Questions
6. Organize Attend Bid Opening
7. Analyze and Tabulate Bids
8. Check Contractor's References
9. Recommendations to Award Bid

ARTICLE VII – PROJECT CLOSE OUT

This article is for efforts required for completion, acceptance and closeout of the project and closeout of the grant for this project. It includes delivery and acceptance of final report and graphic deliverables in hard copy and electronic format (PDF and/or CAD). Also, all necessary administration and closeout paperwork to complete the closeout.

Hoyle, Tanner's, work under this article will include:

1. Coordination with The OWNER, FAA, & NHDOT
2. Prepare, Print, & Distribute FAA final project reports to the OWNER, FAA and NHDOT, including electronic and hard copy deliverables of the project graphics (plans), specifications other data/reports as needed.
3. Provide assistance with other project closeout requirements, as necessary

COST BREAKDOWN:

SUMMARY:	Total Engineering Fees	\$192,000.00
	Sponsor Administration	141,000.00
	IFE	\$2,150
	Advertising	2,500
	Mailing and Miscellaneous	172
	Permit Fees:	
	Portsmouth Conserv. Comm.	10
	Newington Conserv. Comm.	10
	Newington Board of Adj.	50
	Alteration of Terrain	3,250
	Wetlands Bureau Permit	132,858
	Total Project Cost	\$333,000.00
	Federal Share	\$299,700.00
	State of New Hampshire Share	\$16,650.00
	Sponsor Share	\$16,650.00

PROJECT SCHEDULE

- Apr-14 Grant Application
- Jul-14 Boundary Survey
- Jul-14 Design
- Sep-14 Permit Applications
- Dec-14 Permits and conditions obtained
- Feb-15 CSPP and contract documents 95% complete
- Mar-15 Bid sets available
- Apr-15 Bid opening and recommendation of award

E.O. 12372 COORDINATION

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

ENVIRONMENTAL DECLARATION

FAA Order 1050.1E, paragraphs 310L and 310z identify this project as anticipated to be categorically excluded from an environmental assessment. In addition, there are no extraordinary circumstances per paragraph 304.

STATE AGENCY PARTICIPATION

The project was coordinated through New Hampshire DOT. Coordination with New Hampshire DOT included CIP and project document review.

STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE STATUS

The Pease Development Authority has an overall goal for Disadvantaged Business Enterprise participation in any airport project of 6%. The anticipated participation for this project will be at least 0% of the total project amount.

STATEMENT OF COORDINATION WITH AIRPORT USERS

The Pease Development Authority has coordinated the project in this application through individual contact with airport users.

EXHIBIT "A" - PROPERTY MAP CERTIFICATION

I hereby certify that the Exhibit "A" Property Map, updated April 10, 2013, and attached to the Grant Application for SBG 16-01-2013 reflects the current information as of this date. The aforementioned Exhibit "A" is, therefore, incorporated into this project application and made a part hereof.

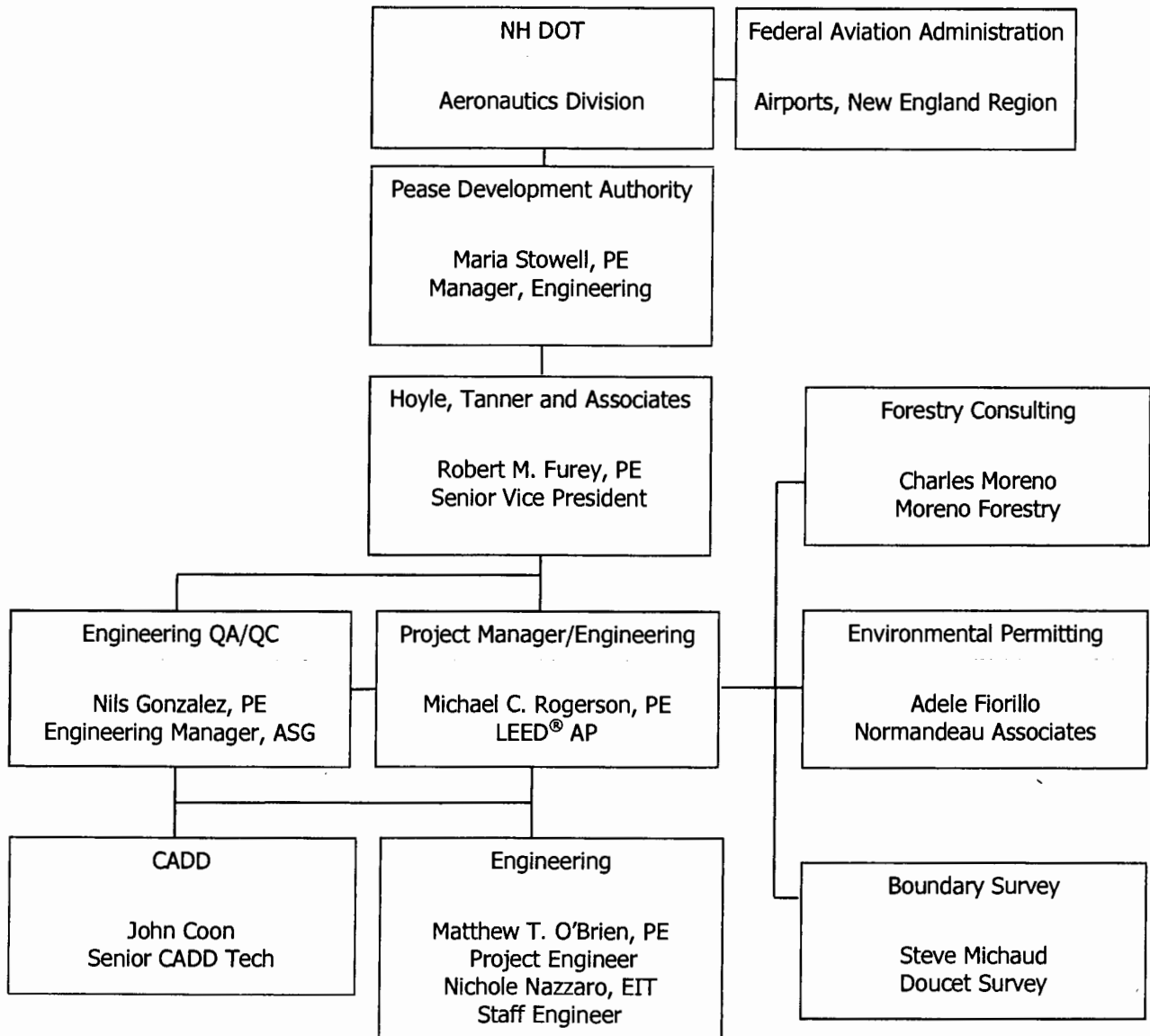
Date: 4/25/14

Pease Development Authority
Name of Sponsor

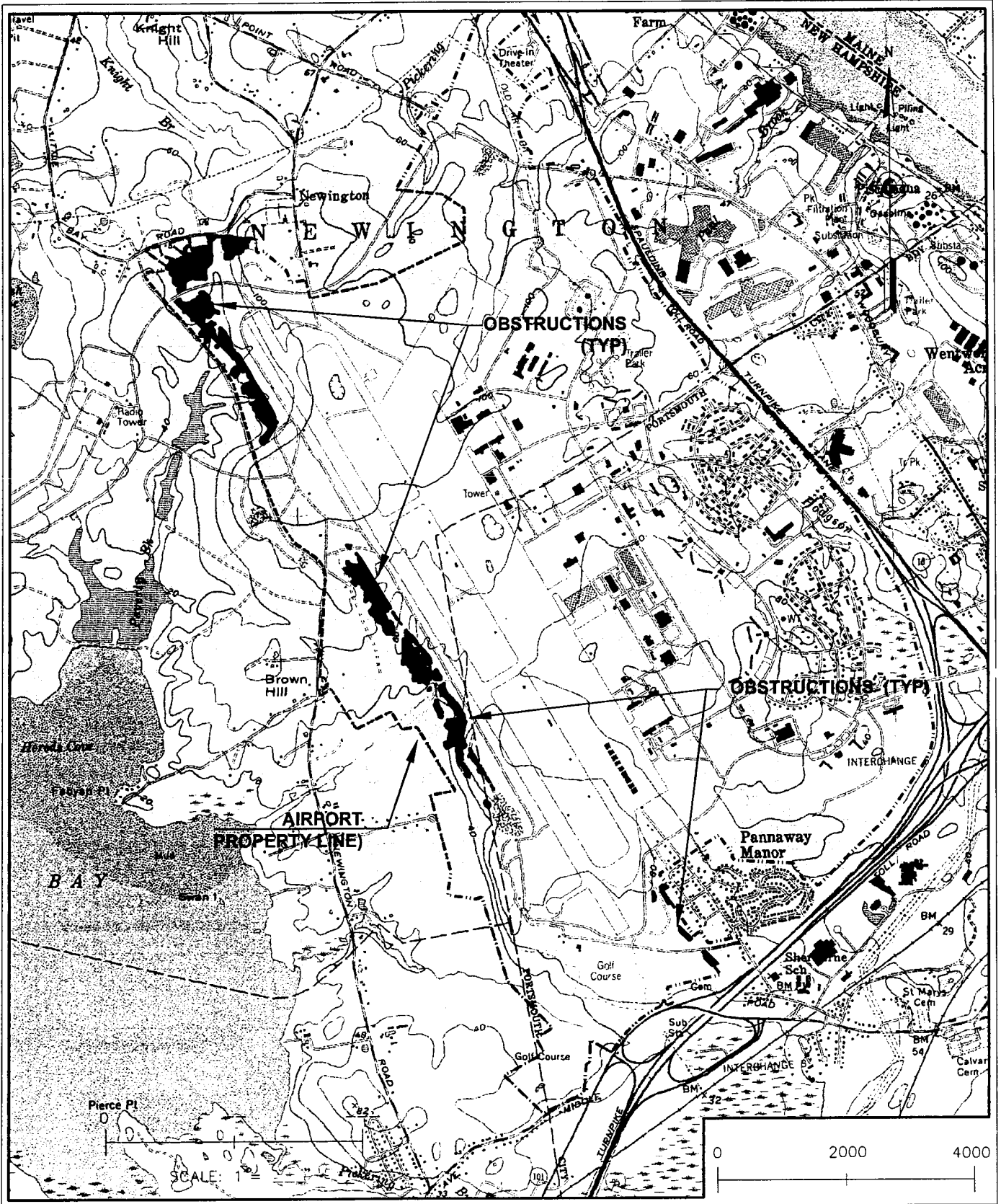
By:


David R. Mullen, Executive Director

**Portsmouth International Airport at Pease
Obstruction Removal Design and Permitting (Design Only)
NH DOT SBG No. 16-xx-2014
Project Organizational Chart**



Drawing name: H:\062857\dwg\Exhibits\PSM-OBSTRUCTION-LOCATION-BX11.dwg Apr 24, 2014 - 4:57pm



Hoyle, Tanner Associates, Inc. 150 Dow Street Manchester, NH 03101-1227 Tel 603-669-5555 Fax 603-669-4168 Web Page www.hoyetanner.com <small>Hoyle, Tanner & Associates © 2010</small>					PORTSMOUTH INTERNATIONAL AT PEASE PORTSMOUTH, NEW HAMPSHIRE	FIGURE
					OBSTRUCTION REMOVAL - DESIGN ONLY LOCATION MAP	1
CHKD. BY JRL	DR. BY DDS	DES. BY MCR	DATE: APR, 2014	SCALE: AS SHOWN		

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employees of any 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 loan, the entering into 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 employees of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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

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

Date: 4/25/14

Pease Development Authority

Name of Sponsor

By:



David R. Mullen
Executive Director

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

Pease Development Authority

Portsmouth International Airport
 at Pease

SBG 16-xx-2014

(Sponsor)

(Airport)

(Project Number)

Description of Work:

On-Airport Obstruction Removal Permitting and Design Only

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

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

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
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.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Pease Development Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

David R. Mullen

(Typed Name of Sponsor's Designated Official Representative)

Executive Director

(Typed Title of Sponsor's Designated Official Representative)

(Date)

4/25/14

**FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

Attachment to Identify sites for performance of work described in this Grant Application

Name: Hoyle, Tanner & Associates, Inc.
Street Address: 150 Dow Street
City, State, ZIP: Manchester, New Hampshire 03101
County: Hillsborough

Name: Hoyle, Tanner & Associates, Inc.
Street Address: 100 International Drive, Suite 360
City, State, ZIP: Portsmouth, NH 03060
County: Rockingham

Name: Pease Development Authority
Street Address: 55 International Drive
City, State, ZIP: Portsmouth, NH 03060
County: Rockingham

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

Pease Development Authority
(Sponsor)

Portsmouth International Airport
at Pease
(Airport)

SBG 16-xx-2014
(Project Number)

Description of Work:
On-Airport Obstruction Removal Permitting and Design Only

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

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

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Pease Development Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

David R. Mullen

(Typed Name of Sponsor's Designated Official Representative)

Executive Director

(Typed Title of Sponsor's Designated Official Representative)

4/25/14

(Date)

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

Pease Development Authority	Portsmouth International Airport at Pease	SBG 16-xx-2014
<i>(Sponsor)</i>	<i>(Airport)</i>	<i>(Project Number)</i>

Description of Work:
On-Airport Obstruction Removal Permitting and Design Only

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

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

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			

	Yes	No	N/A
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

Yes	No	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Pease Development Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

David R. Mullen

(Typed Name of Sponsor's Designated Official Representative)

Executive Director

(Typed Title of Sponsor's Designated Official Representative)

4/25/14

(Date)

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

Pease Development Authority

Portsmouth International Airport
at Pease

SBG 16-xx-2014

(Sponsor)

(Airport)

(Project Number)

Description of Work:

On-Airport Obstruction Removal Permitting and Design Only

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

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

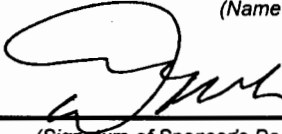
	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input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

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

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

Pease Development Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

David R. Mullen

(Typed Name of Sponsor's Designated Official Representative)

Executive Director

(Typed Title of Sponsor's Designated Official Representative)

4/25/14

(Date)



**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 20 March 2014 (the latest approved version as of this grant offer) and included in this grant, and in accordance

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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