



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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CHRISTOPHER D. CLEMENT
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Aeronautics
May 22, 2014

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the Pease Development Authority (Vendor Code 156846) for SBG-15-05-2012, to reconstruct Runway 15-33, including a 200 foot extension, pavement marking, lighting and signage, at the Skyhaven Airport. State and Federal participation in the amount of \$3,600,858.31 is effective upon Governor and Council approval through June 30, 2017. 94.74% Federal Funds, 5.26% General Funds.

Funding is available as follows:

Table with 2 columns: Description and Amount. Rows include FAA Projects 072-500574 Grants to Local Gov'T - Federal (\$3,411,339.00), FAA Projects 034-500151 Bonded Expenses (\$189,519.31), and Total (\$3,600,858.31).

EXPLANATION

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

Table with 2 columns: FAA Grant Number and FAA Grant Amount. Row: 3-33-SBGP-17-2012, \$7,942,500.00

A total of \$3,411,339.00 (or 90% of the project cost) is proposed from the grants listed above for this airport development project (SBG-15-05-2012 copy attached) to reconstruct Runway 15-33, including a 200 foot extension, pavement marking, lighting and signage, at the Skyhaven Airport. The project will

reconstruct Runway 15-33, extend Runway 15 and Taxiway A approximately 200 feet to the north and install an Omni-Directional Approach Lighting System (ODALS) for the Runway 33 approach. Runway 15-33 is currently 100 feet wide and 4,000 feet long. The runway was originally constructed by two separate projects in 1968 and 1985. The existing pavement exhibits numerous cracks that could be hazardous to aircraft. The Department conducted a pavement condition index survey which determined that the pavement is beyond maintenance and will require rehabilitation.

The cost breakdown for this project is as follows:

Administrative Expenses for Airport Sponsor	\$ 10,000.00
Architectural Engineering Fees (Survey- Wetlands and Turtle (Storm Water Pollution Prevention Plan and Drainage Video)	\$ 111,838.91
Project Inspection Fees	\$ 150,713.66
Construction (Pike Industries)	\$3,212,742.35
Navigational Aid Flight Check by FAA, Utility Relocation	<u>\$ 305,082.70</u>
Total	\$3,790,377.62

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 \$189,519.31 (5 % of this project). State participation in the amount of \$189,519.31 (5 % of this project) is also requested. The total cost of the airport development project is \$3,790,377.62.

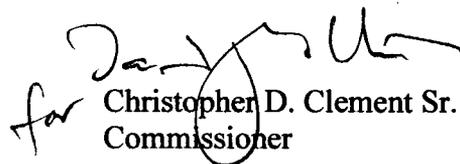
As a State agency, the Pease Development Authority is not obligated to procure insurance. In addition, the indemnification requirement has been waived for this contract.

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2007 264:1 XIV-A and 2009, 145:1, XII- A, Capital Budget.

Sincerely,


for Christopher D. Clement Sr.
Commissioner

Attachment
CDC/tls1



U.S. Department
of Transportation

Federal Aviation
Administration

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: September 19, 2012

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-017-2012

DUNS No.: 80-859-1697

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

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

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

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

New Hampshire Block Grant Program (FY2012) includes:

- Discretionary funding for Dillant-Hopkins Airport (EEN) to rehabilitate Runway
02/20 in the amount of \$4,455,000;
- Discretionary funding for Skyhaven Airport (DAW) to rehabilitate Runway 15/33 in
the amount of \$3,487,500;

all as more particularly shown in the project application.

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

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$7,942,500.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$7,942,500.00	for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **September 21, 2012**, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

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

2. Data Universal Numbering System

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

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

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

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

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

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

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

12. Trafficking Persons:

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

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

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

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

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

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

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

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

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

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

i. Associated with performance under this award; or

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

c. Provisions applicable to any recipient.

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

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

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

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

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

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

B. A. B. A.
Title: Manager, Airports Division,
ACTING New England Region

Part II - Acceptance

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

Executed this 19th day of September, 2012

State of New Hampshire

By [Signature]
Title: Director

(SEAL)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Concord, NH 4:45 pm this 19th day of September, 2012.

[Signature]
Signature of Sponsor's Attorney



Jacobs No: E2X40204
 SBC No.: SBG-15-04-2012
 BY: SST
 Date: April 18 2014
 Bids Opened: April 17 2014
 AIRPORT: Skyhaven Airport
 PROJECT: Reconstruct Runway 15-33

BID SUMMARY

	Engineers Estimate	Pike Industries	NE Earth Mechanics	Kingsbury Comp	FL Merrill	Sargent Corp	Busby Construction	AJ Coleman
Base Bid:	\$ 2,453,235.00	\$ 2,439,792.00	\$ 2,541,775.00	\$ 2,624,313.00	\$ 2,764,555.00	\$ 2,774,330.00	\$ 3,119,525.00	\$ 3,077,973.00
Add/Alt #1:	\$ 341,935.00	\$ 371,207.85	\$ 311,236.50	\$ 345,331.75	\$ 383,590.50	\$ 424,110.00	\$ 386,675.00	\$ 447,828.00
Add/Alt #2:	\$ 267,422.50	\$ 324,602.00	\$ 283,953.50	\$ 331,206.25	\$ 358,831.50	\$ 356,285.00	\$ 323,415.00	\$ 406,189.00
Add/Alt #3:	\$ 82,600.00	\$ 23,740.00	\$ 27,414.00	\$ 25,815.00	\$ 29,930.00	\$ 17,350.00	\$ 25,190.00	\$ 26,605.00
Add/Alt #4:	\$ 33,575.00	\$ 34,355.00	\$ 35,100.00	\$ 34,790.00	\$ 38,015.00	\$ 45,240.00	\$ 41,050.00	\$ 33,845.00
Add/Alt #5:	\$ 24,822.50	\$ 19,045.50	\$ 21,127.50	\$ 20,338.00	\$ 20,886.25	\$ 41,302.00	\$ 20,874.00	\$ 35,660.50

CUMULATIVE TOTALS

	Engineers Estimate	Pike Industries	NE Earth Mechanics	Kingsbury Comp	FL Merrill	Sargent Corp	Busby Construction	AJ Coleman
Base Bid:	\$ 2,453,235.00	\$ 2,439,792.00	\$ 2,541,775.00	\$ 2,624,313.00	\$ 2,764,555.00	\$ 2,774,330.00	\$ 3,119,525.00	\$ 3,077,973.00
Base Bid plus Add/Alt #1:	\$ 2,795,170.00	\$ 2,810,999.85	\$ 2,853,011.50	\$ 2,969,644.75	\$ 3,148,135.50	\$ 3,198,440.00	\$ 3,506,200.00	\$ 3,525,801.00
Base Bid plus Add/Alt #1 plus Add/Alt #2:	\$ 3,062,592.50	\$ 3,135,601.85	\$ 3,136,965.00	\$ 3,300,851.00	\$ 3,506,967.00	\$ 3,564,725.00	\$ 3,829,615.00	\$ 3,931,990.00
Base Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3:	\$ 3,125,192.50	\$ 3,159,341.85	\$ 3,164,379.00	\$ 3,326,666.00	\$ 3,536,697.00	\$ 3,572,075.00	\$ 3,855,805.00	\$ 3,968,595.00
Base Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3 plus Add/Alt #4:	\$ 3,158,767.50	\$ 3,193,696.85	\$ 3,189,479.00	\$ 3,361,456.00	\$ 3,574,712.00	\$ 3,617,315.00	\$ 3,896,855.00	\$ 3,962,440.00
Base Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3 plus Add/Alt #4 plus Add/Alt #5:	\$ 3,183,590.00	\$ 3,212,742.35	\$ 3,220,606.50	\$ 3,381,794.00	\$ 3,595,610.25	\$ 3,658,617.00	\$ 3,917,729.00	\$ 4,028,100.50



U.S. Department
of Transportation

Federal Aviation
Administration

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: September 19, 2012

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-017-2012

DUNS No.: 80-859-1697

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

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

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

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

New Hampshire Block Grant Program (FY2012) includes:

- Discretionary funding for Dillant-Hopkins Airport (EEN) to rehabilitate Runway
02/20 in the amount of \$4,455,000;
- Discretionary funding for Skyhaven Airport (DAW) to rehabilitate Runway 15/33 in
the amount of \$3,487,500;

all as more particularly shown in the project application.

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

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$7,942,500.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$7,942,500.00	for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 21, 2012, or such subsequent date as may be prescribed in writing by the FAA.

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A. Requirement for Central Contractor Registration (CCR)

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

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

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

C. Definitions

For purposes of this award term:

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

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

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

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

4. Subaward:

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

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

5. Subrecipient means an entity that:

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

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

12. Trafficking Persons:

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

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

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

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

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

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

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

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

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

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

c. Provisions applicable to any recipient.

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

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

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

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

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

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

B. H. Bell
Title: Manager, Airports Division,
ACTIVE New England Region

Part II - Acceptance

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

Executed this 19th day of September, 2012

State of New Hampshire

By [Signature]
Title: Director

(SEAL)

Attest: [Signature]

Title: J. THOMAS MANSEAU, Notary Public
My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Concord, NH 4:45 pm this 19th day of September, 2012.

[Signature]
Signature of Sponsor's Attorney



Jacobs No: E2X40204
 SBG No.: SBG-15-04-2012
 By: SSI
 Date: April 18 2014
 Bids Opened: April 17 2014
 AIRPORT: Skyhaven Airport
 PROJECT: Reconstituted Runway 15-33

BID SUMMARY

Engineers Estimate	Pike Industries	NE Earth Mechanics	Kingsbury Comp	FL Merrill	Sargent Corp	Busby Construction	AJ Coleman
\$ 2,453,235.00	\$ 2,439,792.00	\$ 2,541,775.00	\$ 2,824,313.00	\$ 2,764,555.00	\$ 2,774,330.00	\$ 3,119,525.00	\$ 3,077,973.00
\$ 341,935.00	\$ 371,207.85	\$ 311,235.50	\$ 345,331.75	\$ 383,580.50	\$ 424,170.00	\$ 366,675.00	\$ 447,828.00
\$ 267,422.50	\$ 324,802.00	\$ 283,953.50	\$ 331,206.25	\$ 358,031.50	\$ 356,265.00	\$ 323,415.00	\$ 406,189.00
\$ 62,600.00	\$ 23,740.00	\$ 27,414.00	\$ 25,815.00	\$ 29,930.00	\$ 17,350.00	\$ 25,190.00	\$ 26,505.00
\$ 33,575.00	\$ 34,365.00	\$ 35,100.00	\$ 34,790.00	\$ 38,015.00	\$ 46,240.00	\$ 41,050.00	\$ 30,846.00
\$ 24,822.50	\$ 19,045.50	\$ 21,127.50	\$ 20,336.00	\$ 20,888.25	\$ 41,302.00	\$ 20,874.00	\$ 35,680.50

CUMULATIVE TOTALS

Engineers Estimate	Pike Industries	NE Earth Mechanics	Kingsbury Comp	FL Merrill	Sargent Corp	Busby Construction	AJ Coleman
\$ 2,453,235.00	\$ 2,439,792.00	\$ 2,541,775.00	\$ 2,824,313.00	\$ 2,764,555.00	\$ 2,774,330.00	\$ 3,119,525.00	\$ 3,077,973.00
\$ 2,795,170.00	\$ 2,810,999.85	\$ 2,853,011.50	\$ 2,989,844.75	\$ 3,148,135.50	\$ 3,196,440.00	\$ 3,505,200.00	\$ 3,525,801.00
\$ 3,062,592.50	\$ 3,135,601.65	\$ 3,138,965.00	\$ 3,300,851.00	\$ 3,505,767.00	\$ 3,554,725.00	\$ 3,829,615.00	\$ 3,931,990.00
\$ 3,123,192.50	\$ 3,199,341.85	\$ 3,164,379.00	\$ 3,326,866.00	\$ 3,536,697.00	\$ 3,572,075.00	\$ 3,855,605.00	\$ 3,958,595.00
\$ 3,156,767.50	\$ 3,193,696.65	\$ 3,199,479.00	\$ 3,361,456.00	\$ 3,574,712.00	\$ 3,617,315.00	\$ 3,896,655.00	\$ 3,992,440.00
\$ 3,183,590.00	\$ 3,212,742.35	\$ 3,220,606.50	\$ 3,381,794.00	\$ 3,595,610.25	\$ 3,658,617.00	\$ 3,917,725.00	\$ 4,028,100.50





New Hampshire Department of Transportation
Bureau of Aeronautics

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>May 9, 2014</u>
Airport/Planning Area	<u>Skyhaven Airport</u>
AIP Grant Number	<u>SBG 15-05-2012</u>
DUNS Number	<u>62-009-4771</u>

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 23, 2014, for a grant of Federal and State funds for a project at or associated with the Skyhaven Airport, which as approved by the State, is hereby included as part of this Grant Agreement; and

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

CONSTRUCT ONLY:

- Reconstruct, Mark, Light, and Sign Runway 15-33;
 - Extend, Mark, Light, and Sign Runway 15 and Associated Taxiways;
 - Remove REILS on Runway 33;
 - Install REILS on Runway 15;
 - Install ODALS to Runway 33
- (includes Base Bid and Additive Alternates 1, 2, 3, 4, and 5)

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 \$3,600,858.31.
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
 - \$3,600,858.31 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 adjustment 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 June 7, 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 Federal Aviation Administration (FAA) at 49 CFR Part 29.
20. **Exhibit A Included with Grant Application.** The Exhibit “A” updated March 3, 2014, submitted with the project application is made a part of this grant agreement.
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.

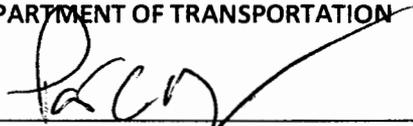
26. **Airport Layout Plan:** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
27. **Lighting:** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
28. **Airport-Owned Visual or Electronic Navigation Aids in Project:** The Sponsor agrees that it will:
- 1) Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;
 - 2) Prior to commissioning, assure the equipment meets the FAA's standards; and
 - 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
29. **Pavement Maintenance Management Program:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - 1) location of all runways, taxiways, and aprons;
 - 2) dimensions;
 - 3) type of pavement, and;
 - 4) year of construction or most recent major rehabilitation.
 - b. Inspection Schedule.
 - 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. inspection date;
 - b. location;
 - c. distress types; and
 - d. maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.
30. **Projects Which Contain Paving Work In Excess Of \$250,000:** The Sponsor agrees to:
- a. Furnish a construction management program to the State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D. 3666, C 1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the State.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal and State participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the State and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The State, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
31. **Small Airport Fund:** The source of this grant may include funding from the Small Airport Fund.
32. **Consultant Contract And Cost Analysis:** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the State has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
33. **Grant Reimbursements:** No grant reimbursements for construction-phase services under this grant agreement will be made by the United States and State to the Sponsor until final environmental permits, Construction Safety and Phasing Plan, and updated FONSI for this project has been provided to, and accepted by the State.

- 34. **Construction Notice to Proceed:** The Sponsor shall not proceed with any construction activities until all environmental permits have been issued and copies of same provided to the State.
- 35. **Residential Through-the-Fence:** The Sponsor agrees that it will implement the Residential Through-the-Fence Access Plan, to be submitted to the State and the FAA in FY 2014. It is further agreed that any changes required to the Residential Through-the-Fence Access Plan that result from this grant project will be incorporated into the Residential Through-the-Fence Access Plan, which the Sponsor will update and submit to the FAA prior to grant closeout.
- 36. **NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED:** The Sponsor understands and agrees that the State authorization for the Sponsor to issue a notice to proceed and associated grant reimbursements will not be given for construction work that is dependent upon the Sponsor acquiring an avigation easement over a parcel of land owned by the city of Rochester, NH, along Innovation Drive until the Sponsor has adequately certified that good title will be acquired on said land.

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

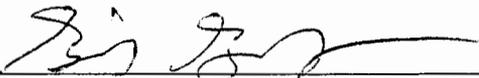
(Typed Name)

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: 5/27/14

By: 
Assistant Attorney General

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

Dated: _____
By: _____
Secretary of State

Attest: _____

(Title)

PART II - ACCEPTANCE

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

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

Executed this 21st day of MAY, 2014.

Pease Development Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

By: David R. Mullen

(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 21st day of MAY, 2014.

By Lynn Marie Hinchee NH BAR 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.



Application for Federal Assistance SF-424

Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	

RECEIVED

APR 24 2014

NH AERONAUTICS

* 3. Date Received:	4. Application Identifier:
---------------------	----------------------------

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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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:
* 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. First Name: Maria
Middle Name:
* Last Name: Stowell
Suffix:

Title: Manager, Engineering

Organizational Affiliation:
Pease Development Authority

* Telephone Number: (603) 766-9296 Fax Number: (603) 427-0433

* Email: mstowell@peasedev.org

Application for Federal Assistance SF-424

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): Independent State Agency

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

Rochester, NH

* 15. Descriptive Title of Applicant's Project:

Reconstruct Runway 15-33 - Base Bid and Additive Alternates 1, 3 and 5

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant:

*b. Program/Project: 1st

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

17. Proposed Project:

*a. Start Date: 06/01/2014

*b. End Date: 12/01/2014

18. Estimated Funding (\$):

*a. Federal	\$2,818,278 ^{49 4-25-14}
*b. Applicant	\$156,571.31 ^{at 5-7-14}
*c. State	\$156,571.31 ^{at 5-7-14}
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$3,131,420.62 ^{at 5-7-14}

***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 02/25/2013
- 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) 433-6088

Fax Number: (603) 427-0433

* Email: d.mullen@peasedev.org

*Signature of Authorized Representative:



*Date Signed:

4/23/14

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?

Yes No

Name of Governing Body:
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes No

(Attach Comments) **See Appendix 4**

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one:

State	<input type="checkbox"/>
Local	<input checked="" type="checkbox"/>
Regional	<input type="checkbox"/>

Location of Plan:

PDA / NHDOT

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

See instruction for additional information to be provided

Anticipated wetland impacts are covered under Wetland Mitigation Agreement with NHDES.

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes No

Name of Governing Body:
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes No

(Attach Comments) **See Appendix 4**

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one:

State	<input type="checkbox"/>
Local	<input checked="" type="checkbox"/>
Regional	<input type="checkbox"/>

Location of Plan:

PDA / NHDOT

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

See instruction for additional information to be provided

Anticipated wetland impacts are covered under Wetland Mitigation Agreement with NHDES.

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes No

See instructions for additional information to be provided.

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:

Land use and compatibility were addressed in the 2010 Master Plan.

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. In addition to the public meetings held during the Master Plan development, the project was presented to the public at a City of Rochester Planning Board meeting.

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 which project is proposed.

Yes. The Airport Advisory Committee and Users Group were consulted throughout the design of the project. Additional coordination meetings will take place during the construction phase of the project.

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

Although this project does not meet the criteria to necessitate public meetings, the sponsor presented the project to the public at a City of Rochester Planning Board meeting.

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

Not Applicable.

PART II - SECTION C (Continued)

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

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":

The sponsor owns fee title, without adverse interests, all land being used as part of this project. Specific information regarding the property interest is contained in the Airport's Exhibit "A" on file with FAA – NE Regional office in Burlington, MA and the NHDOT Bureau of Aeronautics with one exception. The Land between Airport Road and Parcel identified by 10 and 20 shown on the attached Exhibit A. Trees will require clearing to construct ODALS approach lights.

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":

Sponsor is in the process of obtaining an Easement to remove trees on parcel described above.

(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"

Not applicable. See (b) above.

**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. 20.105
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	\$	\$	\$10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$81,237
5. Other Architectural engineering fees			\$30,602
6. Project inspection fees			\$150,714
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			\$2,853,785
12. Equipment			
13. Miscellaneous			\$5,083
14. Total (Lines 1 through 13)			\$3,131,421
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$3,131,421
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$3,131,421
20. Federal Share requested of Line 19			\$2,818,279
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$2,818,279
23. Grantee share			\$156,571
24. Other shares			\$156,571
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$3,131,421

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

SECTION C - EXCLUSIONS

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		\$156,571
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		
28. Other Shares		
a. State		\$156,571
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 313,142

SECTION E - 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 : Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

AIRPORT : Skyhaven Airport

1. Objective:

The goal of the project is to reconstruct runway 15-33, extend runway 15 and the parallel taxiway A and install approach lighting to Runway 33.

2. Benefits Anticipated:

The Project will replace 43 year old runway pavement that is in a deteriorated condition. The runway 15 and parallel taxiway extension will provide 200' of additional runway length. This is an incremental improvement and an incremental step in achieving the master recommended 500' runway 15 extension. The approach light system on runway 33 will increase safety for night operations.

3. Approach : (See approved Scope of Work in Final Application)

Design and permitting were completed in 2013-2014 under a separate grant.

This grant application covers the Base Bid and Additive Alternates 1, 3, and 5 . Work items include the runway reconstruction, 200' extension to Runway 15-33 and Taxiway 'A' and the installation of the ODALS approach light system.

Wetland impacts associated with this project have been accounted for in the 2006 Mitigation Agreement with NHDES.

Jacobs Engineering will be hired by the Sponsor to perform Construction Administration, Resident Engineering, and Materials Testing Services. Jacobs will utilize a sub consultant for materials testing. Reference Appendix 6 for the Scope and Fee Estimate for Engineering Services.

It's anticipated that a flight check will be required upon completion of the project. Reference Appendix 8 for the estimate for flight check.

The sponsor intends to submit a separate FY2014 grant application for Additive Alternates 2 and 4 which would fund the construction of an ODALS access road.

4. Geographic Location:

Skyhaven Airport, Rochester, NH

5. If Applicable, Provide Additional Information:

Environmental Statement: The project meets the criteria for Categorical Exclusion in accordance with FAA Order 1050.1E – paragraph 310e (minor runway extension and runway reconstruction) and paragraph 309b (approach lights). Possible special circumstances per FAA Order 1050.1E, paragraph 304 were evaluated during the project. It was determined that the project does not fall under special circumstances.

Statement Regarding Coordination with State Agency: The project requires state agency permits. All permits have been submitted and will be approved prior to the start of construction.

DBE Statement: The airport has a DBE goal of 5% that was approved by the FAA on October 27, 2012 and that includes this project.

6. Sponsor's Representative: (include address & telephone number)

Airport: Maria Stowell, Engineering Manager, 55 International Drive, Portsmouth, NH 03801, 603.766.9296

Consultant: John Gorham, PE - Jacobs Engineering Group, Inc. – Two Executive Park Drive, Bedford, NH 03110
603.518.1773

Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Date: 4/23/14

David R. Mullen
Name of Airport Sponsor


Signature of Authorized Official

Executive Director
Title of Authorized Official



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

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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 standards.

	Yes	No	N/A
1. Solicitations were (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 (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 (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 (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish (will 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 (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"/>
7. Mandatory contact provisions for grant-assisted contracts have been (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 (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | Yes | No | N/A |
|--|--------------------------|--------------------------|-------------------------------------|
| 9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (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)

4/23/14

(Date)

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

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development-included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

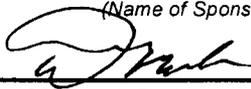
	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The project was ^{will be} (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 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)

x



(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)

4/23/14

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
REAL PROPERTY ACQUISITION

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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 real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

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 sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. If property for airport development is (will be) leased, the following conditions have been met:			
a. The term is for 20 years or the useful life of the project,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The lessor is a public agency, and			
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. The right of flight,			
b. The right of ingress and egress to remove obstructions, and			



Yes No N/A

- c. The right to restrict the establishment of future obstructions.
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor ~~include~~ (will include) the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and
 - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.
8. Each appraisal ~~has been~~ (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.
10. Effort was (will be) made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement, and
 - b. Supporting documents for settlements included in the project files.
11. If a negotiated settlement is not reached, the following procedures were (will be) used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and
 - b. Supporting documents for awards included in the project files.
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

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)

9/23/14

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

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 personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<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)

x



(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)

4/23/14

(Date)

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

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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.

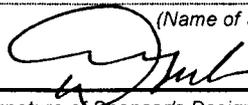
	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<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:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

	Yes	No	N/A
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)

4/23/14

(Date)

Skyhaven Airport
Rochester NH
Reconstruct and Extend Runway 15-33 and Install ODALS

Drug Free Certification Addresses

Jacobs Engineering Group, Inc.
2 Executive Park Drive
Bedford, NH 03110
Hillsborough County

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
Rockingham County

Skyhaven Airport
238 Rochester Hill Rd
Rochester, NH 03867
Rockingham County

Pike Industries
3 Eastgate Park Road
Belmont, NH 03220



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 3/20/2014 (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.

Please mail the completed form and required material to:

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

RECEIVED
FEB 01 2013

DHR Use Only	
R&C#	4534
Log In Date	___/___/___
Response Date	___/___/___
Sent Date	___/___/___

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

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

GENERAL PROJECT INFORMATION

DOT Project Name & Number Runway 15-33 Reconstruction - Design Only (SBG 15-04-2012)

Brief Descriptive Project Title Runway 15-33 Reconstruction, Extend Runway 15 by 200' and Install Runway 33 Approach Lighting

Project Location Skyhaven Airport

City/Town Rochester, NH

Lead Federal Agency and Contact (if applicable) FAA. Contact is at NHDOT Carol Niewola, CM, PE.
(Agency providing funds, licenses, or permits)

Permit Type and Permit or Job Reference # NH SBG 15-04-2012

DOT Environmental Manager (if applicable)

PROJECT SPONSOR INFORMATION

Project Sponsor Name Pease Development Authority

Mailing Address 55 International Drive Phone Number 603.433.6088

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

CONTACT PERSON TO RECEIVE RESPONSE

Name/Company Pease Development Authority

Mailing Address 55 International Drive Phone Number 6034336088

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

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

PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION

Project Boundaries and Description

- Attach the relevant portion of a 7.5' USGS Map (photocopied or computer-generated) indicating the proposed area of potential effect (APE). (See RPR for Transportation Projects Instructions and R&C FAQs for guidance. Note that the APE is subject to approval by lead federal agency and SHPO.)
- Attach a detailed narrative description of the proposed project.
- Attach current engineering plans with tax parcel, landscape, and building references, and areas of proposed excavation, if available.
- Attach photos of the project area/APE with photo key (overview of project location and area adjacent to project location, and specific areas of proposed impacts and disturbances.) (Blank photo logs are available on the DHR website. Informative photo captions can be used in place of a photo log.)
- A DHR file review must be conducted to identify properties within or adjacent to the APE. Provide file review results in Table 1. (Blank table forms are available on the DHR website.)
File review conducted on 11/14/2012.*

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

Architecture

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

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

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

Archaeology

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

If yes, submit all of the following information:

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

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

AGENCY COMMENT

This Space for DOT and Division of Historical Resources Use Only

Sent to DHR; Authorized DOT Signature: _____ Date: _____

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

Comments: Per information provided at 2/1/13 CE meeting it appears that while >50 yrs Skyhaven Airport has lost integrity in buildings structures & runway alignment. As runway alignment/configuration has been extensively deleted previously it appears that this project would not impact a historic resource. Recommend finding of No Historic Properties Affected.

*Note: Any future projects that involve physical impacts to buildings or structures >50 yrs of age should involve confirming the above assumption. If plans change or resources are discovered in the course of this project, you must contact the Division of Historical Resources as required by federal law and regulation.

Authorized DHR Signature: Laura Black

Date: 2/7/13



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

NEW HAMPSHIRE INTERGOVERNMENTAL REVIEW PROCESS

ACKNOWLEDGMENT

To: John W. Gorham, P.E.
Jacobs Engineering Group, Inc.
2 Executive Park Drive
Bedford, NH 03110

Date Received: 2/22/2013

SAI Number: NH130222.021

Suspense Date: 3/24/2013

Funding Agency: U.S. Department of
Transportation

Applicant: Pease Development Authority

Program Name: Airport Improvement
Program

Project: Reconstruct Runway 15-33
(Design and Permitting)

CFDA Number: 20-106

This office has received your Intergovernmental Review request, subject as above. This letter is for your information only and requires no further action.

Your request is assigned a State Application Identifier Number (SAI Number) shown above. In future correspondence, please refer to the SAI Number.

A summary of the results will be issued upon completion of the review process on or before the suspense date shown above. Should it be necessary to grant more time for review, you will be advised.

Sincerely,

Wendy Gilman
Grants and Compliance Officer

Attachment: "Request for Review," for your information



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

NEW HAMPSHIRE INTERGOVERNMENTAL REVIEW PROCESS
SINGLE POINT OF CONTACT
REQUEST FOR REVIEW

Stafford Regional Planning Commission
Department of Environmental Services
Department of Transportation, Bureau of Aeronautics

Date: 2/25/2013
SAI No.: NH130222.021
Applicant: Pease Development Authority
Project: Reconstruct Runway 15-33 (Design and
Permitting)
Airport Improvement Program
U.S. Department of Transportation
CFDA No: 20-106

Return Before: 3/19/2013

The attached Federal Assistance request is forwarded for your review and comments. The review should focus on the project's compatibility with the plans, programs and objectives of your agency.

For additional information regarding this application, contact: John W. Gorham, P.E.,
Jacobs Engineering Group, Inc.
603-666-7181

If you have questions about the NH Intergovernmental Review Process, please contact Wendy Gilman, Grants and Compliance Officer, at 271-2155.

It is important that the original copy of this review be returned to this office prior to the date shown above:
Non-Receipt of the review implies tacit concurrence.

Comments: Check One - Additional Comments should be included on a separate sheet.

Concur Concur, Permits Required (List: _____)

Concur Only with conditions (Indicate major reservations about the project and the specific substantive changes or modifications desired.)

Do not Concur (Summarize the major defensible reasons for recommended disapproval including documentation or references to plans, statutes, etc.)

Technical Comments (Although the reviewer may not wish to take a formal position, technical comments may be attached.)

No Comment

PLEASE RETURN THIS TOP SHEET ONLY

Reviewer's Signature: _____ Date: _____

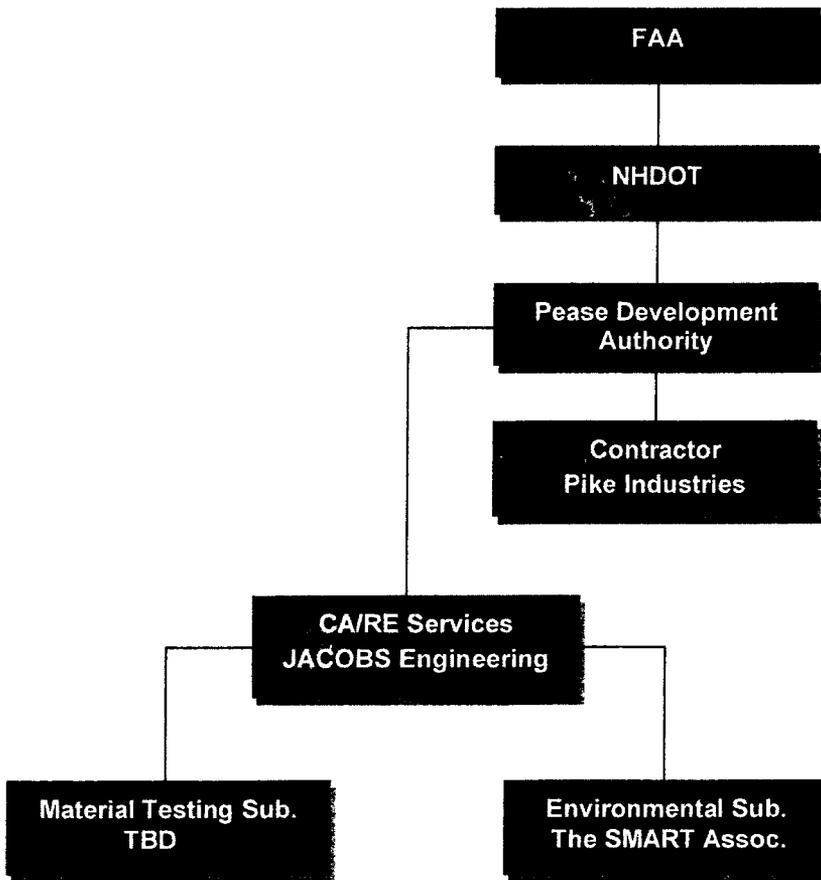
Reviewer's Name: _____ Title: _____

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TDD Access: Relay NH 1-800-735-2964

Skyhaven Airport
Runway 15-33 Construction Project

Grant #SBG-05-TBD
Project Organizational Chart



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

requirements. Payrolls are assumed to be submitted with each of the contractors applications for payment and include all subcontractors.

15. The Engineer shall provide general administrative support to the Resident Engineer during the construction phase of the project. Generally this task shall consist of, but is not limited to the following:
 - Consultation and advice to the Owner
 - Prepare supplementary sketches, as required to resolve actual field conditions
 - Review initial operation of the projects and/or of performance testing, as required
16. The Engineer shall coordinate and schedule Quality Assurance (QA) testing with the Engineer's sub-consultant. The Engineer shall coordinate, review, process, and distribute all QA sub-consultant testing reports, invoices, and other pertinent project related documentation.
17. The Engineer shall field and respond to all inquiries regarding general and/or specific issues pertaining to the interpretation of the construction plans or technical specifications.
18. The Engineer shall attend construction coordination meetings for the project. On a weekly basis the Project Manager or Project Engineer will be on-site.
19. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any change orders on the Owners behalf, if required during the construction of the project.
20. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any supplemental agreements on the Owners behalf, as required during the construction of the project.
21. The Engineer shall prepare and distribute any stop or start work orders during the construction phase, as required.
22. The Engineer shall attend pre-final inspection and final inspection meetings. Prefinal inspection meeting will develop the punchlit. Final inspection meeting shall be after all punch list items are completed.
23. The Engineer shall prepare and distribute a project "punch lists" for any deficiencies, corrective actions required, etc. as determined at the final inspection conference.
24. The Engineer shall prepare an "as-built" set of drawings based upon the construction information provided by the resident engineer and the construction contractor. The Engineer shall compile and deliver all project submittals to the Owner.
25. The Engineer shall prepare a letter of substantial completion for the project after receiving a schedule from the contractor for the completion of the project's "punch list" items.
26. The Engineer shall prepare and distribute the required project close-out documentation, as required by the NHDOT, the Owner, and other applicable funding agencies.

27. The Engineer shall maintain all project related materials and documents on-site and readily available for a period of seven (7) years.
28. The Engineer shall prepare the project scope and fee and attend a review meeting with the independent fee estimator, if necessary.
29. The Engineer shall prepare an FAA Form 7480 "Notice of Landing Area Proposal" for the new runway end coordinates.
30. The Engineer shall prepare a Memorandum of Agreement between the Owner and the NHDOT for clearing of trees within the NHDOT right-of-way along Route 108 which have been identified as penetration to the Runway 33 approach surfaces or the Owner's existing avigation easements.
31. The Engineer shall provide assistance to the Owner in coordinating with the utility relocations required by the project. Utilities impacted are PSNH, Fairpoint, Metrocast and Bayring.
32. The Engineer shall prepare at the request of the Owner's construction contractor a 3 dimensional surface of the proposed grading for the contractor's robotic grading instruments. The effort requires the Engineer to convert the existing model to a points model and to verification testing of the surface.
33. The Engineer shall assist the Owner with coordination with private parcel owner on which the Owner has an avigation easement. Anticipated assistance includes providing mapping and on-site meeting conducted jointly with weekly meetings.
34. The Engineer shall prepare a curb cut permit for the new ODALS service road tie-in to Innovation Drive. The permit is issued to the City of Rochester.
35. The Engineer shall assist the Owner with the pursuance of an easement south of Innovation Drive. Assistance includes providing mapping, answering inquiries and meeting with the City Council, if necessary.
36. The Engineer shall provide assistance to the Owner in matters relating to the city's parcels affected by the project. Anticipated items include coordination of tree trimming & clearing on the city's parcel and coordination of landscaping replacements on the city's parcel with the Owner's contractor and the city staff.
37. The Engineer shall provide coordination for the FAA flight check of the project improvements (runway extension, ODALS, REILS). The effort includes coordination of FAA costs, review of the reimbursable agreement for the Owner and notification of scheduling of the flight check with the FAA.
38. The Engineer shall provide edits to the draft Construction Safety and Phasing Plan submitted to the FAA and distribute the final document to the Owner's contractor.
39. The Engineer shall hire construction materials testing firm required by the FAA for quality assurance testing of the construction materials. The effort includes soliciting pricing from local firms, hiring and required coordination with the firm throughout the construction duration.

40. The Engineer shall hire a survey firm on as needed basis to confirm approach slope clearing has been completed by the Owner's contractor.
41. The Engineer shall hire an environmental firm to conduct wetland delineation for tree removal areas not previously delineated in the design. The same firm will conduct surveys to locate the spotted turtle prior to the construction.
42. The Engineer shall update the wetland banking map at the completion of the project and deliver a hard copy and PDF version to the Owner and NHDOT. The task will require the Contractor's site survey compared to the pre-design survey boundary.
43. The Engineer shall update the Airport Layout Plans for the construction. The 2010 Master Plan update included 16 ALP drawings. The project affects 13 of these drawings including the following:
 - i. Title sheet
 - ii. Existing Airport Layout Plan
 - iii. Proposed Airport Layout Plan
 - iv. Airspace plan
 - v. Inner portion of the Approach Surface – Runway 15
 - vi. Inner portion of the Approach Surface – Runway 33
 - vii. Departure Surface – Runway 15
 - viii. Departure Surface – Runway 33
 - ix. Inner portion of the departure surface – Runway 15
 - x. Inner portion of the departure surface – Runway 33
 - xi. Departure Surface Obstruction Table – Runway 15
 - xii. Departure Surface Obstruction Table – Runway 33
 - xiii. Exhibit A (for the new easement on City parcel S. of Innovation Drive)
44. The Engineer shall submit, if required by Env-Wq 1503.21(d), an Alteration of Terrain Amendment for the requested widening of the curve prior to the hold line on Dick Jackson's taxiway.
45. The Engineer shall perform quality review of all documents included in this article prior to distribution.

III. ARTICLE F - RESIDENT ENGINEERING AND MATERIAL TESTING

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

The specific items of work shall include:

1. Checking of construction activities to ensure compliance with the plans and specifications. Inform the contractor of any work which is in non-compliance.
2. Ensuring that all testing required by the specifications is performed. All commercially-produced products, such as pipe and reinforcing steel, which are used on the project, should be accompanied by numerical test results or a certification from the manufacturer that the

material meets the applicable standards.

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

- d. Size of contractor's work force and equipment in use.
- e. Number of hours worked per day for contractor and subcontractors.
- f. The substance of important conversations with the contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.

IV. ARTICLE G – SWPPP UPDATE

- A. The existing Airport SWPPP, prepared under the EPA's 2008 multi-sector general permit (MSGP), requires an update to conform to the new 2014 (anticipated) issuance by the EPA of the MSGP. The new MSGP is not available for review at the time of this scope preparation. The Engineer anticipates the following:
 - 1. The Engineer shall hire the consultant who prepared the last EPA MSGP and SWPPP. Refer to the attached SWPPP consultant's scope of work which includes preparation of the SWPPP and issuance of the Notice of Intent (NOI).
 - 2. The Engineer shall conduct reviews of the draft SWPPP.
 - 3. The Engineer shall deliver to the Owner, for review, a PDF version of the draft SWPPP.
 - 4. The Engineer shall distribute and track resolution of comments on the draft SWPPP with the SWPPP consultant.
 - 5. The Engineer shall deliver two (2) hard copies of the final version of the SWPPP to the Owner.

V. ARTICLE H – DRAINAGE VIDEO INSPECTION

- A. The Owner desires to identify the locations and conditions of the existing storm sewer on the airport. The majority of the closed drainage is anticipated to be on the aircraft parking aprons, near the t-hangars and near the terminal building. Video inspection will be conducted within the Owner's parcel. The tasks below are anticipated.
 - 1. The Engineer will conduct a preliminary review of record plans, archived documents, and available information. This information will be used to determine the extents of the existing drainage network.
 - 2. The Engineer will develop a structure and pipe network diagram with names for use in tracking the location of the inspection.
 - 3. The Engineer will hire the firm to conduct the drainage video inspection (subcontractor). The effort includes soliciting pricing from local firms, hiring and required coordination with the firm throughout the project duration.
 - 4. The Engineer shall provide part-time over sight, up to 5 days, to direct and observe the subcontractor's operations. The effort includes directing the subcontractor on the locations

to be investigated, informing the firm of airfield safety criteria and coordination of documentation of results.

5. At the completion of the inspection the Engineer will review the DVD files provided by the subcontractor. The purpose of the review will be to identify the locations of the pipe failures and identify areas for replacement or repair. The Engineer will provide the owner the consolidated existing conditions base plan and a copy of the DVD of the video inspection.
6. The Engineer will prepare a consolidated existing conditions base plan (in AutoCAD format) based upon information obtained in the investigations to include pipe diameter, location and inverts. Locations shall be approximated by aerial mapping and swing ties from site elements. Inverts shall be approximated based aerial mapping contours and site depth measurements.
7. The Engineer shall perform quality reviews of all determinations and documentation performed or prepared as part of this article prior to distribution.

ASSUMPTIONS & WORK NOT INCLUDED IN THIS PROPOSAL

A. Our assumptions are as follows:

1. The construction project will be 134 calendar days in length.

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

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

SWPPP Update

(Smart)

Multi-Sector General NPDES SWPPP Update
Skyhaven Airport
Rochester, New Hampshire

Introduction

The Smart Associates, Environmental Consultants, Inc (Smart Associates) is pleased to offer this proposed scope of work to update Skyhaven Airport's (the Airport) existing Stormwater Pollution Prevention Plan (SWPPP) prepared pursuant to requirements found in Part 5 and Part 8.S of the 2008 Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (2008 MSGP). The proposed SWPPP update will amend the existing SWPPP to bring it into compliance with the requirements of the 2014 (anticipated) MSGP. The tasks to be completed under this proposed scope of work are addressed below.

Task 1. Site Visit

An environmental scientist from Smart Associates will perform a site visit at the Airport to collect and update data relevant to the preparation and maintenance of the SWPPP. Data to be collected will include, but not be limited to:

- Airport and tenant use, storage, and disposal of potential sources of stormwater contamination;
- Current status of airport operations such as fueling stations, aircraft and ground vehicle storage, and deicer usage;
- Current status and significant changes in stormwater and water quality Best Management Practices (BMPs) since the last version of the SWPPP;
- Identification of any non-allowable discharges to the Airports stormwater drainage system; and
- Copies of available documentation regarding required stormwater monitoring, routine facility inspections, visual assessments, corrective actions, and staff training records.

Smart Associates will also photo-document relevant features at the Airport such as stormwater BMPs, stormwater outlets that are subject to the permit requirements, potential sources of stormwater pollution, and tenant operations.

Task 2. Agency Coordination

The 2013 MSGP in its current proposed format requires Airports to effect coordination with relevant state and federal agencies regarding potential adverse impacts to federally-listed threatened or endangered species and associated critical habitats and/or certain historic properties/resources.

Task 2.1. Endangered Species

Since no federally-listed species are known to occur at the Airport, it is assumed that the Airport will meet Eligibility Criterion A under Appendix E of the 2014 MSGP. The E.4 Criterion Selection Worksheet will be used to make this determination and documentation will be provided in the SWPPP.

Multi-Sector General NPDES SWPPP Update
Skyhaven Airport
Rochester, New Hampshire

Task 2.2. State Historic Preservation Office

Appendix F of the 2014 MSGP will be reviewed to determine which Eligibility Criterion applies to the Airport. It is assumed that the Airport will likely meet Criterion A since no new subsurface stormwater control measures are proposed as part of the SWPPP update and there will be no adverse effects on historic properties.

Task 3. SWPPP Update

Part 5.0 of the proposed 2014 MSGP requires all airports seeking coverage under the permit that have an existing SWPPP to review and update the SWPPP to implement all provisions the permit. The SWPPP must be revised to meet the requirements of the permit prior to submitting a new Notice of Intent form.

Task 3.1. Review and Update Text

The Airport's existing SWPPP was prepared pursuant to requirements of the 2008 MSGP. The 2013 MSGP as proposed has several changes and/or clarification that will affect the text of the existing SWPPP. Furthermore, changes in Airport personnel, tenants, operating procedures, runoff and stormwater control measures and BMPs, and general infrastructure will likely need to be documented and discussed in the 2013 version of the SWPPP. TSA personnel will review the text of the existing SWPPP and update it as necessary to meet the requirements of the new MSGP. Photographs taken during the site visit (Task 1) will be incorporated into a photographic log that will be appended to the SWPPP document.

Task 3.2. Update Graphics

The general location map and site plans that were prepared for the 2008 MSGP SWPPP will be updated so they meet the requirements of the 2014 MSGP. It is assumed that only minor revisions will be necessary.

Task 3.3. Notice of Intent Preparation and Submittal

Following the completion of the SWPPP update, Smart Associates personnel will prepare an EPA Notice of Intent form seeking coverage under the new MSGP. The form will be submitted electronically using the EPA's eNOI system. Upon receipt of an acknowledgement from the EPA eNOI system that the new permit has been issued, a copy of this document will be added to the SWPPP.

Multi-Sector General NPDES SWPPP Update
Skyhaven Airport
Rochester, New Hampshire

Task 3.4. Project Coordination

Smart Associates will coordinate with Airport personnel regarding access to the property and to arrange for escorts as necessary, as well as with respect to acquiring copies of existing SWPPP and corrective action documentation. Smart Associates will also maintain coordination with the Airport's on-call engineering consultant regarding the status of the SWPPP update and any changes in Airport improvement projects that might require additional SWPPP amendments.

Task 3.5. Project Management

The Smart Associates' project manager will track progress of the SWPPP update tasks, maintain in-house coordination with the project team, and work with administrative staff to prepare and submit invoices and project status reports as necessary.

The Smart Associates
Environmental Consultants, Inc.

Professional Opinion of Cost for:
 Skyhaven Airport SWPPP Update
 TSA job # P13-031

Prepared: 10/9/2013

Project Staffing								
Task	Senior Env. Sci.	Resource Manager	Wetland Sci. II	Wetland Sci. /Env. Sci. II	Env. Sci. I	CADD	Proj. Coordinator	Clerical
Task 1 - Site Visit								
1.1 - Conduct site visit		6						
Subtotal Task 1	0	6	0	0	0	0	0	0
\$\$\$	0.00	960.77	0.00	0.00	0.00	0.00	0.00	0.00
Task 2 - Agency Coordination								
2.1 - Endangered Species				2				
2.2 - SHPO				2				
Subtotal Task 2	0	0	0	4	0	0	0	0
\$\$\$	0.00	0.00	0.00	390.28	0.00	0.00	0.00	0.00
Task 3 - SWPPP Update								
3.1 - Review & Update Text		16		4	8			
3.2 - Update Graphics		1				4		
3.3 - NOI Preparation		1		1	3		2	
3.4 - Project Coordination		4					2	
3.5 - Project Management		2						
Subtotal Task 3	0	24	0	5	11	4	4	0
\$\$\$	0.00	3843.06	0.00	487.86	779.71	390.28	283.53	0.00
Total Staff Labor	0	30	0	9	11	4	4	0
\$\$\$	0.00	4803.83	0.00	878.14	779.71	390.28	283.53	0.00

Professional Opinion of Cost	Rates	Hours	Cost
Senior Environmental Scientist	\$ 65.00	0	\$0.00
Resource Manager/Hydrogeologist	\$ 45.00	30	\$1,350.00
Wetland Scientist II	\$ 27.42	0	\$0.00
Wetland/Environmental Scientist II	\$ 27.42	9	\$246.78
Environmental Scientist I	\$ 19.92	11	\$219.12
Environmental Scientist I/CADD	\$ 27.42	4	\$109.68
Project Coordinator	\$ 19.92	4	\$79.68
Clerical	\$ 19.92	0	\$0.00
		Subtotal Labor	\$2,005.26
		OH 223.49%	\$4,481.56
		Subtotal Labor & OH	\$6,486.82
		Fixed Fee 10%	\$648.68
Total Labor			\$7,135.50
Expenses:			
	Travel	\$ 39.55	
	Printing	\$ 117.00	
	Reports	\$ 30.00	
	Postage	\$ 15.00	
	Photographs	\$ -	
	Communications	\$ -	
	Field equipment	\$ -	
	Field supplies	\$ -	
Total Direct Expenses			\$201.55
Total			\$7,337.05

Assumptions:

TSA shall be provided 48-hour written notice of any task requiring TSA to perform on-site activities under the scope of work.
 Assumes Airport personnel will provide site access.
 Labor is charged at current rates at any time.

Wetland Delineation in Tree Removal Areas

and

Spotted Turtle Survey

(Smart)

*Pre-Construction Field Surveys
ODALS, Runway 15 Extension, and PAPI Regrade
Skyhaven Airport
Rochester, New Hampshire*

SCOPE OF WORK

The Smart Associates, Environmental Consultants, Inc. (TSA) is pleased to offer this proposed scope of work and cost estimate for pre-construction field surveys at Skyhaven Airport in Rochester, New Hampshire. The elements of TSA's proposed scope of work are detailed below.

Task 1 – Wetland Delineation

TSA will field delineate wetlands within the limits of the proposed tree clearing areas located southeast of Innovation Drive. The limits of the delineation will include the parcel of land owned by the Pease Development Authority (Map 255, Lot 17). In addition, the parcel of land owned by the City of Rochester (located adjacent to Innovation Drive) will be field reviewed and wetlands that were delineated in 2013 will be re-flagged if necessary. Wetlands will be delineated in accordance with the US Army Corps of Engineers (ACOE) 1987 Methodology and the ACOE Regional Supplement. Individually-labeled flags will be placed in the field to designate the wetland boundaries. Representative photographs of the wetlands will be taken during the field delineation and a field sketch map will be prepared. The wetland flags will be located using a handheld Trimble GPS unit. The GPS data will be downloaded and provided electronically to Jacobs.

A brief summary memo will be prepared to document the wetland delineation. Attachments to the memo will include a wetland delineation sketch map and representative photographs.

Task 2 – Turtle Survey

TSA will field survey the area within the proposed limits of disturbance for spotted turtles (*Clemmys guttata*) and turtle nesting sites. The survey will occur after the silt fence has been installed, but before any construction activities begin. The field survey will be conducted for any construction activities that will occur during the turtle nesting season (May through July).

A brief summary memo will be prepared to document the field surveys. Any spotted turtle sightings will be photo-documented.

Task 3 – Coordination

TSA will coordinate with Jacobs and the applicable natural resource agencies as necessary during the project.

The Smart Associates
Environmental Consultants, Inc.

Professional Opinion of Cost for:
 Skyhaven Airport - Pre-Construction Field Surveys
 TSA job #P12029 BG 002

Prepared: 3/19/2014

Project Staffing								
Task	Senior Env. Sci.	Resource Manager	Wetland Sci. II	Wetland Sci. /Env. Sci. II	Env. Sci. I	CADD	Proj. Coordinator	Clerical
Task 1 - Wetland Delineation								
1.1 - Delineate wetlands			10					
1.2 - GPS wetland flags			4					
1.3 - Download and process GPS data						2		
1.4 - Prepare field summary memo		0.5	3					
Subtotal Task 1	0	0.5	17	0	0	2	0	0
\$\$\$	0.00	80.06	1658.71	0.00	0.00	195.14	0.00	0.00
Task 2 - Turtle Survey								
2.1 - Perform turtle survey (assumes 3 half-day surveys)			18					
2.2 - Prepare field summary memo		0.5	3					
Subtotal Task 2	0	0.5	21	0	0	0	0	0
\$\$\$	0.00	80.06	2048.99	0.00	0.00	0.00	0.00	0.00
Task 3 - Coordination								
3.1 - Coordination with resource agencies			2					
3.2 - Coordination with Jacobs			4				3	
Subtotal Task 3	0	0	6	0	0	0	3	0
\$\$\$	0.00	0.00	585.43	0.00	0.00	0.00	212.65	0.00
Total Staff Labor	0	1	44	0	0	2	3	0
\$\$\$	0.00	160.13	4293.13	0.00	0.00	195.14	212.65	0.00

Professional Opinion of Cost	Rates	Hours	Cost
Senior Environmental Scientist	\$ 65.00	0	\$0.00
Resource Manager/Hydrogeologist	\$ 45.00	1	\$45.00
Wetland Scientist II	\$ 27.42	44	\$1,206.48
Wetland/Environmental Scientist II	\$ 27.42	0	\$0.00
Environmental Scientist I	\$ 19.92	0	\$0.00
Environmental Scientist I/CADD	\$ 27.42	2	\$54.84
Project Coordinator	\$ 19.92	3	\$59.76
Clerical	\$ 19.92	0	\$0.00
		Subtotal Labor	\$1,366.08
		OH 223.49%	\$3,053.05
		Subtotal Labor & OH	\$4,419.13
		Fixed Fee 10%	\$441.91
Total Labor			\$4,861.05

Expenses:			
Travel	\$	177.92	
Printing	\$	16.50	
Reports/maps	\$	-	
Postage	\$	15.00	
Photographs	\$	-	
Communications	\$	-	
Field equipment	\$	150.00	
Field supplies	\$	15.00	
Total Direct Expenses			\$374.42
Total			\$5,235.47

Assumptions:

TSA shall be provided 48-hour written notice of any task requiring TSA to perform on-site activities under the scope of work. Labor is charged at current rates at any time.

EXHIBIT B - ESTIMATE OF STAFF EFFORT - PERSON HOURS
Runway 15-33 Project and Construction Administration Services
Runway 15-33 Resident Engineering and Material Testing Services
Storm Water Pollution Prevention Plan Update
Drainage Video Inspection
for
Skyhaven Airport

SUMMARY

ARTICLE E	Project and Construction Administration Services	\$81,237.06
ARTICLE F	Resident Engineering and Material Testing Services	\$150,713.64
ARTICLE G	SWPPP Update	\$9,447.34
ARTICLE H	Drainage Video Inspection	\$21,154.51
	TOTAL	\$262,552.55

ESTIMATE OF STAFF EFFORT - PERSON HOURS
Skyhaven Airport

ARTICLE E Project and Construction Administration Services								
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin Support	TOTAL
II.A.1.	Phasing Graphics		2	2		8		12
II.A.2	Attend SAAC meetings (6 estimated)		24					24
II.A.3.	Prepare Notice to Proceed for the contractor			2				2
II.A.4.	File 7460			2		4		6
II.A.5.	Conduct pre-construction meeting		6		6			12
II.A.6.	Prepare Construction Management Plan			4				4
II.A.7.	Conduct pre-paving meeting		2					2
II.A.8.	Review contractor's submittals/shop drawings (50 estimated)			60	40			100
II.A.9.	Prepare and submit FAA monthly construction progress reports (6 estimated)		6					6
II.A.10.	Prepare and submit federal grant reimbursements (10 estimated)			5			10	15
II.A.11.	Compile backup data for State of NH billing (10 estimated)			5			10	15
II.A.12.	Review and monitor contractor's QC Program		2	2				4
II.A.13.	Review contractor's pay requisitions estimated	10		10				10
II.A.14.	Review contractor's certified payrolls		2				10	12
II.A.15.	Field communications and support during construction (19 wks x 5 hr/wk)		15	65	15			95
II.A.16.	Coordination with QA testing subcontractors		2					2
II.A.17.	Respond to contractor's RFI during construction		2	8	8	16		34
II.A.18.	Attend weekly project meetings (12 onsite @ 5hr & 7 hr phone @ 2 hr)		8	58	8			74
II.A.19.	Prepare and issue change orders during construction			8	8	8		24
II.A.20.	Prepare and issue supplemental agreements		2	4				6
II.A.21.	Prepare and issue start/stop work orders			2				2
II.A.22.	Attend Pre-final/Final Inspection meetings		8	16	8			32
II.A.23.	Prepare and distribute project punch list		2	2				4
II.A.24.	Prepare As-built drawings and compile submittals		2	8		24		34
II.A.25.	Prepare and distribute (1) substantial completion letter for the project (Phase I)			2				2
II.A.26.	Prepare closeout documentation		2	8		4		14
II.A.27.	Retention of Records		4					4
II.A. 28.	Prepare Project Scope and Fee and Attend Mtg	2	8					10
II.A. 29.	Prepare form 7480		2	4				6
II.A. 30.	Prepare MoA for Route 108 ROW clearing		4	4				8
II.A. 31.	Utility company relocation coordination		8	16		8		32
II.A. 32.	Provide contractor 3-D robotics grading surface			16				16
II.A. 33.	Private parcel aviation easement coordination		4	8		8		20
II.A. 34.	Curb cut permit			2				2
II.A. 35.	Assist with easement on City parcel		4					4
II.A. 36.	Coordination for work on City parcel			4				4
II.A. 37.	Coordinate with FAA flight check		2					2
II.A. 38.	Edit draft CSPP			2				2
II.A. 39.	Hire construction material testing firm		2					2
II.A. 40.	Hire survey firm		2					2
II.A.41.	Hire wetlands delineation in tree areas and turtle survey firm		2					2
II.A.42.	Prepare wetlands banking man			2		4		6
II.A.43.	Prepare updates to the ALP (13 drawings)		2	8		52		62
II.A.44.	Submit AoT amend for change to Jackson TW			8				8
II.A.45.	QA/QC	4						4
TOTAL HOURS		6	131	347	93	136	30	743
RATES		\$50.00	\$50.00	\$42.00	\$50.00	\$30.00	\$20.00	
PAYROLL		\$300.00	\$6,350.00	\$14,374.00	\$4,650.00	\$4,080.00	\$600.00	\$30,754.00

		TOTAL PAYROLL		\$30,754
Expenses			OVERHEAD	115.01%
Travel to/from DAW	\$1,265 (\$53/trip - Bedford/Rochester/Bedford)			\$35,370
Trips			PAYROLL COST	\$66,124
SAAC Meetings	6			
Pre-construction conference	2		FIXED FEE	10%
Site meetings	12			\$6,612
IFE review meeting	1		EXPENSES and SUBCONSULTANTS	\$8,500
Pre-final and Final Inspection Meetings	2			
Total Trips	23		TOTAL FEE:	\$81,237.06
Subconsultants:				
Surveyor to check approaches (estimate)	\$2,000.00			
Wetlands delineation and turtle survey	\$5,235.47 (see separate breakdown included)			
Material testing estimate in Article F				
Total	\$7,235.47			

ESTIMATE OF STAFF EFFORT - PERSON HOURS

Skyhaven Airport

ARTICLE F

Resident Engineering and Material Testing Services

2013 Construction Seasons	134	Day Construction Period					
Resident Engineer						HOURS	
Pre-field Preparation	19.1	wks x	6	days per wk x	10	hrs per day	= 1149
Post-field Close-Out							= 8
							= 8
						Subtotal	1165
Resident Engineer	1164	hrs @	\$40.00	/hr			= \$46,560.00

Expenses

Travel - 114 trips	\$6,270	(\$55/trip - Bedford/Rochester/Bedford)				TOTAL PAYROLL	\$46,560.00
Tolls - \$2/day	\$230					OVERHEAD 115.01%	\$53,548.66
Misc. Supplies	\$100					PAYROLL COST	\$100,108.66
Total Expenses	\$6,600					FIXED FEE (10%)	\$10,010.87
						EXPENSES	\$6,599.71
						MATERIAL TESTING	\$33,994.40
						TOTAL	\$150,713.64

MATERIAL TESTING BY SUBCONSULTANT

Aggregate Material QA Testing:	(P-209)						
	2 Wear Tests	@	\$200	=	\$400		
	2 Sulfate Soundness Tests	@	\$300	=	\$600		
	2 Grain Size Analysis	@	\$95	=	\$190		
	2 Hydrometer Analysis	@	\$95	=	\$190		
	2 Unit Weight Tests	@	\$15	=	\$30		
	2 Flat/Elongates Tests	@	\$75	=	\$150		
	2 Fractured Faces	@	\$70	=	\$140		
	2 Sand Equivalency	@	\$100	=	\$200		
	2 Atterberg Limits	@	\$95	=	\$190		
	2 Specific Gravity Tests	@	\$100	=	\$200		
	2 Porosity	@	\$50	=	\$100		
						Subtotal	\$2,390
P403 Bituminous Concrete Testing							
	8 Days Plant Inspection (10 hour day)	@	\$500	=	\$4,000		
	8 Days Testing of cores (5 hour day)	@	\$350	=	\$2,800		
	320 Mileage to/from plant	@	\$0.57	=	\$158		
						Subtotal	\$6,958
Sampling and laboratory testing of P152 excavation materials (suitable backfill), P154 aggregate subbase, and P209 crushed aggregate course							
	10 Standard Proctor Tests	@	\$125	=	\$1,250		
	10 Grain Size Analysis	@	\$95	=	\$950		
	5 Hydrometer Analysis	@	\$95	=	\$475		
						Subtotal	\$2,675
Field density tests on backfills, sub grades, sub bases, and base courses. - Est. 1000 sy lots. Estimate 38,000 sy. 38 lots per ea. Mat'l P152, P154, P209 (Assume 1 lot = 1trip = 2 sandcones/sublots = 1 hours for Sr. technician)							
	114 Lots	@	\$130	=	\$14,820		
	2280 Miles (10 mi/trip)	@	\$0.57	=	\$1,288		
						Subtotal	\$16,108.20
P610 Structural Portland Cemet Concrete Testing							
	10 Concrete Field 4 hour minimum	@	\$220	=	\$2,200		
	10 Conc. Field 1 hr over min & Cyl pick up	@	\$55	=	\$550		
	40 Conc. Cylinder testing (4 per Placement - 7d, 28dx2, 56d)	@	\$15	=	\$600		
	200 Mileage (10 mi/trip)	@	\$0.57	=	\$113		
						Subtotal	\$3,463
Geotechnical Engineer - Site Consultation							
	16 Hours - Geotechnical Engineer - Site Consultation	@	\$150			Subtotal	\$2,400
ESTIMATED TOTAL MATERIALS TESTING EXPENSE							\$33,994.40

ESTIMATE OF STAFF EFFORT - PERSON HOURS
SWPPP Update
 Skyhaven Airport

ARTICLE G								
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
IV.A.1.	Hire the subconsultant		2					2
IV.A.2.	Review draft SWPPP	1	8					9
IV.A.3.	Deliver draft SWPPP to Owner		1					1
IV.A.4.	Track resolution of SWPPP review comments		4					4
IV.A.5.	Deliver final SWPPP to Owner		1					1
	TOTAL HOURS	1	16	0	0	0	0	17
	RATES	\$50.00	\$50.00	\$42.00	\$50.00	\$30.00	\$20.00	
	PAYROLL	\$50.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850.00

Expenses			TOTAL PAYROLL	\$850
Printing, Postage, etc.:	\$100		OVERHEAD 115.01%	\$978
Subconsultant			PAYROLL COST	\$1,828
Smart Associates	\$7,337 (see separate breakdown included)		FIXED FEE 10%	\$183
			SUBCONSULTANTS	\$7,337
			EXPENSES	\$100
			TOTAL FEE:	\$9,447.34

ESTIMATE OF STAFF EFFORT - PERSON HOURS
Drainage Video Inspection
 Skyhaven Airport

ARTICLE H							
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	CADD	Word Processor	TOTAL
V.A.1.	Collect and review available record information		2	2			4
V.A.2.	Develop a structure and pipe network diagram			4	8		12
V.A.3.	Solicit proposals for video inspection and execute sub contract		4				4
V.A.4.	Resident Engineer to Coordinate and Monitor Video Survey (5 days)			40			40
V.A.5.	Review and deliver DVD of inspection and base plan		4	16			20
V.A.6.	Prepare existing conditions base plan		2	8	16		26
V.A.7.	QA / QC	2	4			2	8
	TOTAL HOURS	2	16	70	24	2	114
	RATES**	\$50.00	\$50.00	\$42.00	\$30.00	\$20.00	
	PAYROLL	\$100.00	\$800.00	\$2,940.00	\$720.00	\$40.00	\$4,600.00

Expenses

Travel to/from DAW

\$275 (\$55/trip - Bedford/Rochester/Bedford)

Trips

5

Subconsultants

Subconsultant 1- Video survey 5,000 LF of Pipe (2 weeks est.)

\$7,500 estimated values

Subconsultant 1- On-site disposal

\$2,000 estimated values

Subconsultant 1- Water

\$500 estimated values

\$10,000

TOTAL PAYROLL	\$4,600
OVERHEAD 115.01%	<u>\$5,290</u>
PAYROLL COST	\$9,890
FIXED FEE 10%	\$989
EXPENSES	\$275
SUBCONSULTANTS	\$10,000
TOTAL FEE:	<u>\$21,154.51</u>



JACOBS No: E2X40204
 SBC No.: SBG-15-04-2012
 By: SST
 Date: April 18 2014
 Bids Opened: April 17 2014
 AIRPORT: Skyhaven Airport
 PROJECT: Reconstruct Runway 15-33

Reconstruct Runway 15-33

BID SUMMARY

	Engineers Estimate	Pike Industries	NE Earth Mechanics	Kingsbury Compa	FL Merrill	Sargent Corp	Busby Construction	AJ Coleman
Base Bid:	\$ 2,453,235.00	\$ 2,439,792.00	\$ 2,541,775.00	\$ 2,624,313.00	\$ 2,764,555.00	\$ 2,774,330.00	\$ 3,119,525.00	\$ 3,077,973.00
Add/Alt #1:	\$ 341,935.00	\$ 371,207.85	\$ 311,236.50	\$ 345,331.75	\$ 383,580.50	\$ 424,110.00	\$ 386,675.00	\$ 447,828.00
Add/Alt #2:	\$ 267,422.50	\$ 324,602.00	\$ 283,953.50	\$ 331,206.25	\$ 358,631.50	\$ 356,285.00	\$ 323,415.00	\$ 406,189.00
Add/Alt #3:	\$ 62,600.00	\$ 23,740.00	\$ 27,414.00	\$ 25,815.00	\$ 29,930.00	\$ 17,350.00	\$ 26,190.00	\$ 26,605.00
Add/Alt #4:	\$ 33,575.00	\$ 34,355.00	\$ 35,100.00	\$ 34,790.00	\$ 38,015.00	\$ 45,240.00	\$ 41,050.00	\$ 33,845.00
Add/Alt #5:	\$ 24,822.50	\$ 19,045.50	\$ 21,127.50	\$ 20,338.00	\$ 20,898.25	\$ 41,302.00	\$ 20,874.00	\$ 35,660.50

CUMMLATIVE TOTALS

	Engineers Estimate	Pike Industries	NE Earth Mechanics	Kingsbury Compa	FL Merrill	Sargent Corp	Busby Construction	AJ Coleman
Base Bid:	\$ 2,453,235.00	\$ 2,439,792.00	\$ 2,541,775.00	\$ 2,624,313.00	\$ 2,764,555.00	\$ 2,774,330.00	\$ 3,119,525.00	\$ 3,077,973.00
Base Bid plus Add/Alt #1:	\$ 2,795,170.00	\$ 2,810,999.85	\$ 2,853,011.50	\$ 2,969,644.75	\$ 3,148,135.50	\$ 3,198,440.00	\$ 3,506,200.00	\$ 3,525,801.00
Base Bid plus Add/Alt #1 plus Add/Alt #2:	\$ 3,062,592.50	\$ 3,135,601.85	\$ 3,136,965.00	\$ 3,300,851.00	\$ 3,506,767.00	\$ 3,554,725.00	\$ 3,829,615.00	\$ 3,931,990.00
Base Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3:	\$ 3,125,192.50	\$ 3,159,341.85	\$ 3,164,379.00	\$ 3,326,666.00	\$ 3,536,697.00	\$ 3,572,075.00	\$ 3,855,805.00	\$ 3,988,595.00
Base Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3 plus Add/Alt #4:	\$ 3,158,767.50	\$ 3,193,696.85	\$ 3,199,479.00	\$ 3,361,456.00	\$ 3,574,712.00	\$ 3,617,315.00	\$ 3,895,855.00	\$ 3,992,440.00
Base Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3 plus Add/Alt #4 plus Add/Alt #5:	\$ 3,183,590.00	\$ 3,212,742.35	\$ 3,220,606.50	\$ 3,381,794.00	\$ 3,595,610.25	\$ 3,658,617.00	\$ 3,917,729.00	\$ 4,028,100.50

Total Base Bid Plus Alternates 1, 3, and 5 \$ 2,882,592.50 \$ 2,853,785.35 \$ 2,901,553.00 \$ 3,015,797.75 \$ 3,198,963.75 \$ 3,257,092.00 \$ 3,553,264.00 \$ 3,588,066.50



JACOBS No: E2X40204
 8864 No.: SBG-15-04-2012
 By: SST
 Date: April 18, 2014
 Bid Opened: April 17, 2014
 AIRPORT: Skywest Airport
 PROJECT: 200' Intra-Airport Electrical Vault, Intra-Rail Runway 33 ODALS, Intra-Rail Runway 15 REL 5

BASE BID

ITEM NO.	DESCRIPTION	Engineer's Estimate		Pike Industries		Northstar Earth Mechanics		Kingsbury Company		Fl. Merrill		Sargent Corp		Busby Construction		AJ Coleman & Sons			
		UNIT	BID QTY	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL		
L-858-1	New Lighted Guidance Sign, 3 Module	EA	1.0	\$ 2,500.00	\$ 2,500.00	\$ 1,850.00	\$ 1,850.00	\$ 2,300.00	\$ 2,300.00	\$ 3,200.00	\$ 3,200.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 2,550.00	\$ 2,550.00		
L-858-2	New Lighted Guidance Sign, 2 Module	EA	2.0	\$ 4,500.00	\$ 9,000.00	\$ 6,500.00	\$ 13,000.00	\$ 3,300.00	\$ 6,600.00	\$ 4,300.00	\$ 8,600.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,450.00	\$ 6,900.00		
L-858-3	Relocated Guidance Sign, 1 Module	EA	3.0	\$ 2,500.00	\$ 7,500.00	\$ 2,130.00	\$ 6,390.00	\$ 2,700.00	\$ 8,100.00	\$ 2,100.00	\$ 6,300.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 1,650.00	\$ 4,950.00		
L-858-4	Relocated Guidance Sign, 2 Module	EA	1.0	\$ 3,750.00	\$ 3,750.00	\$ 2,660.00	\$ 2,660.00	\$ 2,800.00	\$ 2,800.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
L-858-5	Relocated Guidance Sign, 3 Module	EA	3.0	\$ 4,500.00	\$ 13,500.00	\$ 3,180.00	\$ 9,570.00	\$ 3,300.00	\$ 9,900.00	\$ 3,100.00	\$ 9,300.00	\$ 3,100.00	\$ 9,300.00	\$ 3,100.00	\$ 9,300.00	\$ 3,100.00	\$ 9,300.00		
L-858-6	Guidance Sign Foundation Removal	EA	7.0	\$ 500.00	\$ 3,500.00	\$ 160.00	\$ 1,120.00	\$ 170.00	\$ 1,190.00	\$ 160.00	\$ 1,120.00	\$ 300.00	\$ 2,100.00	\$ 150.00	\$ 1,050.00	\$ 275.00	\$ 1,925.00		
L-858-9	New Lighted Guidance Sign, 3 Module	EA	1.0	\$ 5,500.00	\$ 5,500.00	\$ 5,320.00	\$ 5,320.00	\$ 5,550.00	\$ 5,550.00	\$ 5,350.00	\$ 5,350.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,850.00	\$ 3,850.00		
262713-2	Contractor Utility Service Work - 238 Rochester Hill Road	LS	1.0	\$ 30,000.00	\$ 30,000.00	\$ 20,700.00	\$ 20,700.00	\$ 21,600.00	\$ 21,600.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,500.00	\$ 19,500.00	\$ 18,400.00	\$ 18,400.00		
1-801-1	Steepling	AL	59,900.00	\$ 0.75	\$ 44,925.00	\$ 0.32	\$ 19,168.00	\$ 0.40	\$ 23,960.00	\$ 0.40	\$ 23,960.00	\$ 0.40	\$ 23,960.00	\$ 0.35	\$ 20,965.00	\$ 0.50	\$ 29,950.00		
1-202-1	Topsoil	SY	59,900.00	\$ 2.25	\$ 134,775.00	\$ 1.50	\$ 89,850.00	\$ 2.00	\$ 119,800.00	\$ 1.80	\$ 107,820.00	\$ 2.50	\$ 149,750.00	\$ 2.50	\$ 149,750.00	\$ 4.50	\$ 269,950.00		
				Subtotal	\$2,453,235.00	Subtotal	\$2,438,792.00	Subtotal	\$2,541,775.00	Subtotal	\$2,624,313.00	Subtotal	\$2,764,355.00	Subtotal	\$2,774,330.00	Subtotal	\$3,119,525.00	Subtotal	\$3,077,973.00



Jacobs No: E2X497-11
 SBC No.: 5815-1-21
 By: S-T
 Date: April 18, 2014
 Bid Opened: April 17, 2014
 Project: Runway 15-33 Project

ITEM NO.	DESIGNATION	UNIT	BID QTY	Engineer's Estimate		Pike Industries		Northeast Earth Mechanics		Kingsbury Company		FL Merrill		Sargent Corp		Busby Construction		AJ Coleman & Sons	
				UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
L-108-2D	Duct Cable Lenth - Runway Circuit	LF	10.550	(4.00)	\$ (42,200.00)	(3.70)	\$ (39,035.00)	(4.00)	\$ (42,200.00)	(3.30)	\$ (41,145.00)	(4.00)	\$ (42,200.00)	(5.00)	\$ (52,750.00)	(3.50)	\$ (37,940.00)	(4.30)	\$ (45,365.00)
L-110-3	2 Inch PVC Direct Buried Conduit	LF	10.550	8.00	\$ 84,400.00	4.50	\$ 47,475.00	5.00	\$ 52,750.00	4.80	\$ 50,640.00	5.00	\$ 52,750.00	6.00	\$ 63,300.00	4.60	\$ 48,530.00	6.00	\$ 63,300.00
L-125-4	Base Mounted L-861 (L) LED Elevated Runway Edge Light	EA	34	1,600.00	\$ 54,400.00	975.00	\$ 33,150.00	1,080.00	\$ 36,720.00	1,040.00	\$ 35,360.00	1,100.00	\$ 37,400.00	900.00	\$ 30,600.00	985.00	\$ 33,480.00	840.00	\$ 28,560.00
L-125-5D	Duct - Stake Mounted L-861 (L) LED Elevated Runway Edge Light	EA	34	(1,000.00)	\$ (34,000.00)	(525.00)	\$ (17,850.00)	(584.00)	\$ (19,856.00)	(560.00)	\$ (19,040.00)	(530.00)	\$ (18,020.00)	(700.00)	\$ (23,800.00)	(525.00)	\$ (17,850.00)	(585.00)	\$ (19,890.00)
				Subtotal	\$ 52,600.00	Subtotal	\$ 23,740.00	Subtotal	\$ 37,414.00	Subtotal	\$ 25,815.00	Subtotal	\$ 29,930.00	Subtotal	\$ 17,350.00	Subtotal	\$ 26,190.00	Subtotal	\$ 26,605.00



JACOBS
 Jacobs No: E2X46204
 SBG No.: SBG-15-04-2012
 By: SST
 Date: April 18, 2014
 Bids Opened: April 17, 2014
 AIRPORT: Shephard Airport
 PROJECT: Runway 15-33 Project

Add. Alternate #5

ITEM NO.	DESIGNATION	UNIT	BID QTY	Engineer's Estimate		Pike Industries		Northwest Earth Mechanics		Kingsbury Company		F.L. Merrill		Sargent Corp		Busby Construction		A.J. Coleman & Sons	
				UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
L-106-3	1-1/2" #6 5KV Type C Cable	LF	435	2.50	1,087.50	1.00	435.00	1.10	478.50	1.00	435.00	1.10	478.50	1.00	435.00	1.10	478.50	1.10	478.50
L-106-5	1/2" #6 Bare Counterpoise Wire	LF	185	3.00	555.00	1.30	240.50	1.40	259.00	1.80	333.00	1.35	248.75	2.20	407.00	1.30	240.50	2.20	407.00
L-106-6	Cable Marker	EA	3	100.00	300.00	125.00	375.00	140.00	420.00	131.00	393.00	140.00	420.00	150.00	450.00	135.00	405.00	150.00	450.00
L-115-3	2" #12 PVC Direct Buried Conduit	EA	210	1,200.00	252,000.00	850.00	174,500.00	720.00	864,000.00	700.00	840,000.00	5.00	1,950.00	6.00	7,800.00	3.00	1,950.00	6.00	7,800.00
L-125-14	Installation of PREL S	LS	1	20,000.00	20,000.00	16,400.00	16,400.00	18,200.00	18,200.00	17,500.00	17,500.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
					\$24,822.50		\$19,945.50		\$21,127.50		\$20,138.00		\$20,898.25		\$41,302.00		\$20,974.00		\$35,660.50

Tiney, Sean

From: Gorham, John
Sent: Thursday, April 17, 2014 6:58 PM
To: Tiney, Sean
Subject: FW: Flight Check - Skyhaven Airport, Rochester NH

ST - You will need to include these costs in the grant application(s).

-----Original Message-----

From: georgia.hines@faa.gov [mailto:georgia.hines@faa.gov]
Sent: Wednesday, April 16, 2014 5:38 PM
To: Gorham, John
Subject: Re: Flight Check - Skyhaven Airport, Rochester NH

Hi John,

In total, we estimate 2.5 hrs in a King Air for a total of \$5,082.70.
Individual breakout is below as requested.

In the future, it's helpful if you give me a week to get an estimate to you. I can usually provide it within a day or two, but occasionally there can be delays.

Thanks,
Georgia

Georgia Hines
Planning and Acquisition Team, AJW-392
Flight Inspection Services
Federal Aviation Administration
(405) 954-8545

From: "Gorham, John" <John.Gorham@jacobs.com>
AJW-392, Planning & Acquisition Team
To: Georgia Hines/AMC/FAA@FAA,
Date: 04/15/2014 04:27 PM
Subject: Flight Check - Skyhaven Airport, Rochester NH

Hi Georgia – Skyhaven Airport (DAW) is planning an upgrade to the airport's Runway 15-33 this summer. The project includes:

1. A new Omni Directional Approach Light System (ODALS) to Runway 33 .5 hr - \$1,016.54
2. A new REILS to Runway 15 1.0 hr - \$2,033.08
3. A 200' extension to Runway 15 - NA
4. A small adjustment (<1') to the vertical and horizontal

Runway 33 threshold location - NA

5. New runway edge lights .5 hr - \$1,016.54
Inroute - .5 hr - \$1,016.54

Do we need a flight check for the above items? If so, can you provide me an estimated cost by noon this Thursday April 17th?

If you can breakdown the cost by the 5 items above it would be appreciated.

Thanks and sorry for the rush request.

John Gorham, PE
Project Manager/Senior Civil Engineer
Jacobs Engineering Group Inc.
2 Executive Park Drive, Suite 205
Bedford, NH 03110
603.518.1773 o
603.545.2959 c
John.Gorham@Jacobs.com

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Part III Budget Information - Worksheet **2012 Grant**

Use only for revisions

Cost Classification	Last Amount Approved	Adjustment (+ or -)	Total Amount Required	
1 Administrative expense (<i>PDA Personnel</i>)			\$ 10,000.00	49,999.58 EP 4-2
2 Preliminary expense				
3 Land, Structures, right of way				
Architectural engineering basic fees (<i>Jacobs Construction Administration Approach</i>)				
4 Survey, <i>Wetlands deliniation and turtle survey</i>			\$ 81,237.06	
Other Architectural engineering fees (<i>SWPP Update and Drainage Video</i>)				
5 <i>Inspection</i>			\$ 30,601.85	
6 Project inspection fees (<i>Jacobs Resident Engineering and Material Testing</i>)			\$ 150,713.66	
7 Land development				
8 Relocation expenses				
9 Relocation payment to individuals and businesses				
10 Demolition and removal				
11 Construction and project improvement (<i>Base Bid, Alt 1, Alt 3 and Alt 5</i>)			\$ 2,853,785.35	
12 Equipment				
13 Miscellaneous (<i>Flight Check</i>)			\$ 5,082.70	
14 Total (Lines 1 through 13)			\$ 3,131,420.62	
15 Estimated Income (if applicable)				
16 Net Project Amount (Line 14 minus 15)			\$ 3,131,420.62	
17 Less: Ineligible exclusions				
18 Add: Contingencies				
19 Total Project Amount (Excluding Rehabilitation Grants) (<i>Sum Lines 16-18</i>)			\$3,131,420.62	
20 Federal Share requested of line 19			\$2,818,278.56	
21 Add Rehabilitation Grants Requested (100 percent)				
22 Total Federal grant requested (lines 20 & 21)			\$2,818,278.56	
23 Grantee share (<i>PDA 5%</i>)			\$156,571.03	
24 Other shares (<i>State 5%</i>)			\$156,571.03	
25 Total Project (Lines 22, 23 & 24)			\$3,131,420.62	EP 4-25-14

Application for Federal Assistance SF-424	
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: _____ 4. Application Identifier: _____	
5a. Federal Entity Identifier: _____	* 5b. Federal Award Identifier: _____
State Use Only:	
6. Date Received by State: _____	7. State Application Identifier: _____
8. APPLICANT INFORMATION:	
* a. Legal Name: Pease Development Authority	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-0440365	*c. Organizational DUNS: 620094771
d. Address:	
* Street1: 55 International Drive Street 2: * City: Portsmouth County: * 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. First Name: Maria Middle Name: * Last Name: Stowell Suffix:	
Title: Manager, Engineering	
Organizational Affiliation: Pease Development Authority	
* Telephone Number: (603) 766-9296 Fax Number: (603) 427-0433	
* Email: mstowell@peasedev.org	

Application for Federal Assistance SF-424

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): Independent State Agency

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

Rochester, NH

* 15. Descriptive Title of Applicant's Project:

Reconstruct Runway 15-33 - Additive Alternates 2 and 4

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: 06/01/2014

*b. End Date: 12/01/2014

18. Estimated Funding (\$):

*a. Federal	593,061.00	/
*b. Applicant	32,948.00	/
*c. State	32,948.00	/
*d. Local		
*e. Other		
*f. Program Income		
*g. TOTAL	658,957.00	/ 8/4-25-14

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 02/25/2013
- 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:

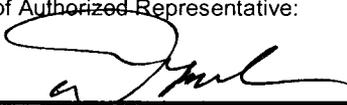
*Title: Executive Director

*Telephone Number: (603) 433-6088

Fax Number: (603) 427-0433

* Email: d.mullen@peasedev.org

*Signature of Authorized Representative:



*Date Signed:

4/24/14

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?

Yes No

Name of Governing Body:
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes No

(Attach Comments) **See Appendix 4**

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one: State
Local
Regional

Location of Plan:

PDA / NHDOT

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

See instruction for additional information to be provided

Anticipated wetland impacts are covered under Wetland Mitigation Agreement with NHDES.

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes No

See instructions for additional information to be provided.

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:

Land use and compatibility were addressed in the 2010 Master Plan.

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. In addition to the public meetings held during the Master Plan development, the project was presented to the public at a City of Rochester Planning Board meeting.

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 which project is proposed.

Yes. The Airport Advisory Committee and Users Group were consulted throughout the design of the project. Additional coordination meetings will take place during the construction phase of the project.

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

Although this project does not meet the criteria to necessitate public meetings, the sponsor presented the project to the public at a City of Rochester Planning Board meeting.

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

Not Applicable.

PART II - SECTION C (Continued)

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

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":

The sponsor owns fee title, without adverse interests, all land being used as part of the work included in this grant. Specific information regarding the property interest is contained in the Airport's Exhibit "A" on file with FAA – NE Regional office in Burlington, MA and the NHDOT Bureau of Aeronautics.

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":

Not applicable.

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

Not applicable.

**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	\$	\$	
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			\$358,957
12. Equipment			
13. Miscellaneous			\$300,000
14. Total (Lines 1 through 13)			\$658,957
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$658,957
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$658,957
20. Federal Share requested of Line 19			\$593,061
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$593,061
23. Grantee share			\$32,948
24. Other shares			\$32,948
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$658,957

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

SECTION C - EXCLUSIONS

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	\$32,948
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	\$32,948
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 65,896

SECTION E - 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 : Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

AIRPORT : Skyhaven Airport

1. Objective:

The first objective is to construct and pave an access road for the Runway 33 ODALS approach light system which is being installed under a separate grant. The second objective is to relocate existing overhead utility lines which are a penetration to the Runway 33 approach surface.

2. Benefits Anticipated:

The ODALS road will provide a means of access for maintenance personnel servicing this equipment. In addition it will provide an additional emergency point of access to the Runway 33 if needed. Relocating the existing overhead utility lines will increase safety by removing penetrations to RW 33 approach surfaces and with FAA approval will allow for reduced approach minimums to this runway.

3. Approach : *(See approved Scope of Work in Final Application)*

Design and permitting were completed in 2013-2014 under a separate grant. The Base Bid and Additive Alternates 1, 3, and 5 for this project are included on a separate FY2012 grant application.

The ODALS access road will be constructed concurrently to the work associated with the FY 2012 grant.

The relocating of the utility lines performed by the Utility Owners including PSNH and Fairpoint and be reimbursed by the Sponsor.

4. Geographic Location:

Skyhaven Airport, Rochester, NH

5. If Applicable, Provide Additional Information:

Environmental Statement: The project meets the criteria for Categorical Exclusion in accordance with FAA Order 1050.1E – paragraph 310e (minor runway extension and runway reconstruction) and paragraph 309b (approach lights). Possible special circumstances per FAA Order 1050.1E, paragraph 304 were evaluated during the project. It was determined that the project does not fall under special circumstances.

Statement Regarding Coordination with State Agency: The project requires state agency permits. All permits have been submitted and will be approved prior to the start of construction.

DBE Statement: The airport has a DBE goal of 5% that was approved by the FAA on October 27, 2012 and that includes this project.

6. Sponsor's Representative: *(include address & telephone number)*

Airport: Maria Stowell, Engineering Manager, 55 International Drive, Portsmouth, NH 03801, 603.766.9296

Consultant: John Gorham, PE - Jacobs Engineering Group, Inc. – Two Executive Park Drive, Bedford, NH 03110
603.518.1773

Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Date: 4/24/14

David R. Mullen
Name of Airport Sponsor


Signature of Authorized Official

Executive Director
Title of Authorized Official

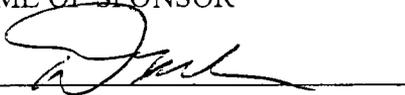
EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT "A" PROPERTY MAP DATED
3/3/14, 20 , AND ATTACHED TO ~~THE GRANT AGREEMENT~~
~~FOR AIP PROJECT NO.~~ THIS APPLICATION REFLECTS THE CURRENT
INFORMATION AS OF THIS DATE.

THE ABOVE MENTIONED EXHIBIT "A" IS, THEREFORE,
INCORPORATED INTO THIS PROJECT APPLICATION BY REFERENCE AND
MADE A PART HEREOF.

DATE: 5/11/14

Pease Development Authority
NAME OF SPONSOR

BY 

TITLE: Executive Director

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

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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 standards.

	Yes	No	N/A
1. Solicitations were (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 (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 (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 (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish (will 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 (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"/>
7. Mandatory contact provisions for grant-assisted contracts have been (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 (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (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)

4/24/14

(Date)

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

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

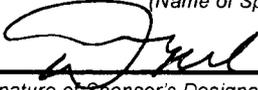


	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 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)

4/24/14

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
REAL PROPERTY ACQUISITION

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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 real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

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 sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. If property for airport development is (will be) leased, the following conditions have been met:			
a. The term is for 20 years or the useful life of the project,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The lessor is a public agency, and			
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. The right of flight,			
b. The right of ingress and egress to remove obstructions, and			

	Yes	No	N/A
c. The right to restrict the establishment of future obstructions.			
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Supporting documents for settlements included in the project files.			
11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Supporting documents for awards included in the project files.			
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	<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)

4/24/04

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE

Pease Development Authority

Skyhaven Airport

NH SBG 15-TBD

(Sponsor)

(Airport)

(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting

(Work Description)

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. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

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 personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<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)

4/24/14

(Date)

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

Pease Development Authority
(Sponsor)

Skyhaven Airport
(Airport)

NH SBG 15-TBD
(Project Number)

Reconstruct Runway 15-33, Extend Runway 15, Install Runway 33 Approach Lighting
(Work Description)

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.

	Yes	No	N/A
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:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

	Yes	No	N/A
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)

4/24/14

(Date)

Skyhaven Airport
Rochester NH
Reconstruct and Extend Runway 15-33 and Install ODALS

Drug Free Certification Addresses

Jacobs Engineering Group, Inc.
2 Executive Park Drive
Bedford, NH 03110
Hillsborough County

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
Rockingham County

Skyhaven Airport
238 Rochester Hill Rd
Rochester, NH 03867
Rockingham County

Pike Industries
3 Eastgate Park Road
Belmont, NH 03220



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 3/20/2014 (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.

Please mail the completed form and required material to:

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

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FEB 01 2013

DHR Use Only	
R&C#	4534
Log In Date	___/___/___
Response Date	___/___/___
Sent Date	___/___/___

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

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

GENERAL PROJECT INFORMATION
DOT Project Name & Number Runway 15-33 Reconstruction - Design Only (SBG 15-04-2012)
Brief Descriptive Project Title Runway 15-33 Reconstruction, Extend Runway 15 by 200' and Install Runway 33 Approach Lighting
Project Location Skyhaven Airport
City/Town Rochester, NH
Lead Federal Agency and Contact (if applicable) FAA. Contact is at NHDOT Carol Niewola, CM, PE. (Agency providing funds, licenses, or permits) Permit Type and Permit or Job Reference # NH SBG 15-04-2012
DOT Environmental Manager (if applicable)
PROJECT SPONSOR INFORMATION
Project Sponsor Name Pease Development Authority
Mailing Address 55 International Drive Phone Number 603.433.6088
City Portsmouth State NH Zip 03801 Email m.stowell@peasedev.org
CONTACT PERSON TO RECEIVE RESPONSE
Name/Company Pease Development Authority
Mailing Address 55 International Drive Phone Number 6034336088
City Portsmouth State NH Zip 03801 Email m.stowell@peasedev.org

Thank You
This form is updated periodically. Please download the current form at <http://www.nh.gov/DHR/review>. Please refer to the Request for Project Review for Transportation Projects Instructions for direction on completing this form. Submit one copy of this project review form for each project for which review is requested. Include a self-addressed stamped envelope to expedite review response. Project submissions will not be accepted via facsimile or e-mail. This form is required. Review request form must be complete for review to begin. Incomplete forms will be sent back to the applicant without comment. Please be aware that this form may only initiate consultation. For some projects, additional information will be needed to complete the Section 106 review. All items and supporting documentation submitted with a review request, including photographs and publications, will be retained by the DHR as part of its review records. Items to be kept confidential should be clearly identified. For questions regarding the DHR review process and the DHR's role in it, please visit our website at: <http://www.nh.gov/nhdhr/review> or contact the R&C Specialist at christina.st.louis@dcr.nh.gov or 603.271.3556.

PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION

Project Boundaries and Description

- Attach the relevant portion of a 7.5' USGS Map (photocopied or computer-generated) *indicating the proposed area of potential effect (APE)*. (See RPR for Transportation Projects Instructions and R&C FAQs for guidance. Note that the APE is subject to approval by lead federal agency and SHPO.)
- Attach a detailed narrative description of the proposed project.
- Attach current engineering plans with tax parcel, landscape, and building references, and areas of proposed excavation, if available.
- Attach photos of the project area/APE with photo key (overview of project location and area adjacent to project location, and specific areas of proposed impacts and disturbances.) *(Blank photo logs are available on the DHR website. Informative photo captions can be used in place of a photo log.)*
- A DHR file review must be conducted to identify properties within or adjacent to the APE. Provide file review results in Table 1. *(Blank table forms are available on the DHR website.)*
File review conducted on 11/14/2012.*

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

Architecture

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

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

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

Archaeology

Does the proposed undertaking involve ground-disturbing activity? Yes No
If yes, submit all of the following information:

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

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

AGENCY COMMENT

This Space for DOT and Division of Historical Resources Use Only

Sent to DHR; Authorized DOT Signature: _____ Date: _____

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

Comments: *Per information provided at 2/7/13 CE meeting it appears that while >50 yrs Skyhaven Airport has lost integrity in buildings structures & runway alignment. As runway alignment/configuration has been extensively deleted previously it appears that this project would not impact a historic resource. Recommend finding of No Historic Resources Affected.*

** Note: Any future projects that involve physical impacts to buildings or structures >50 yrs of age should involve confirming the above assumption. If plans change or resources are discovered in the course of this project, you must contact the Division of Historical Resources as required by federal law and regulation.*

Authorized DHR Signature: *Laura J. Black* Date: *2/7/13*



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

NEW HAMPSHIRE INTERGOVERNMENTAL REVIEW PROCESS

ACKNOWLEDGMENT

To: John W. Gorham, P.E.
Jacobs Engineering Group, Inc.
2 Executive Park Drive
Bedford, NH 03110

Date Received: 2/22/2013
SAI Number: NH130222.021
Suspense Date: 3/24/2013

Funding Agency: U.S. Department of
Transportation
Program Name: Airport Improvement
Program

Applicant: Pease Development Authority
Project: Reconstruct Runway 15-33
(Design and Permitting)

CFDA Number: 20-106

This office has received your Intergovernmental Review request, subject as above. This letter is for your information only and requires no further action.

Your request is assigned a State Application Identifier Number (SAI Number) shown above. In future correspondence, please refer to the SAI Number.

A summary of the results will be issued upon completion of the review process on or before the suspense date shown above. Should it be necessary to grant more time for review, you will be advised.

Sincerely,

Wendy Gilman
Grants and Compliance Officer

Attachment: "Request for Review," for your information



MARGARET WOOD HASSAN
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NEW HAMPSHIRE INTERGOVERNMENTAL REVIEW PROCESS
SINGLE POINT OF CONTACT
REQUEST FOR REVIEW

Stafford Regional Planning Commission
Department of Environmental Services
Department of Transportation, Bureau of Aeronautics

Date: 2/25/2013
SAI No.: NH130222.021
Applicant: Pease Development Authority
Project: Reconstruct Runway 15-33 (Design and
Permitting)
Airport Improvement Program
U.S. Department of Transportation
CFDA No: 20-106

Return Before: 3/19/2013

The attached **Federal Assistance** request is forwarded for your review and comments. The review should focus on the project's compatibility with the plans, programs and objectives of your agency.

For additional information regarding this application, contact: John W. Gorham, P.E.,
Jacobs Engineering Group, Inc.
603-666-7181

If you have questions about the NH Intergovernmental Review Process, please contact Wendy Gilman, Grants and Compliance Officer, at 271-2155.

It is important that the original copy of this review be returned to this office prior to the date shown above:
Non-Receipt of the review implies tacit concurrence.

Comments: Check One - Additional Comments should be included on a separate sheet.

Concur **Concur, Permits Required (List: _____)**

Concur Only with conditions (Indicate major reservations about the project and the specific substantive changes or modifications desired.)

Do not Concur (Summarize the major defensible reasons for recommended disapproval including documentation or references to plans, statutes, etc.)

Technical Comments (Although the reviewer may not wish to take a formal position, technical comments may be attached.)

No Comment

PLEASE RETURN THIS TOP SHEET ONLY

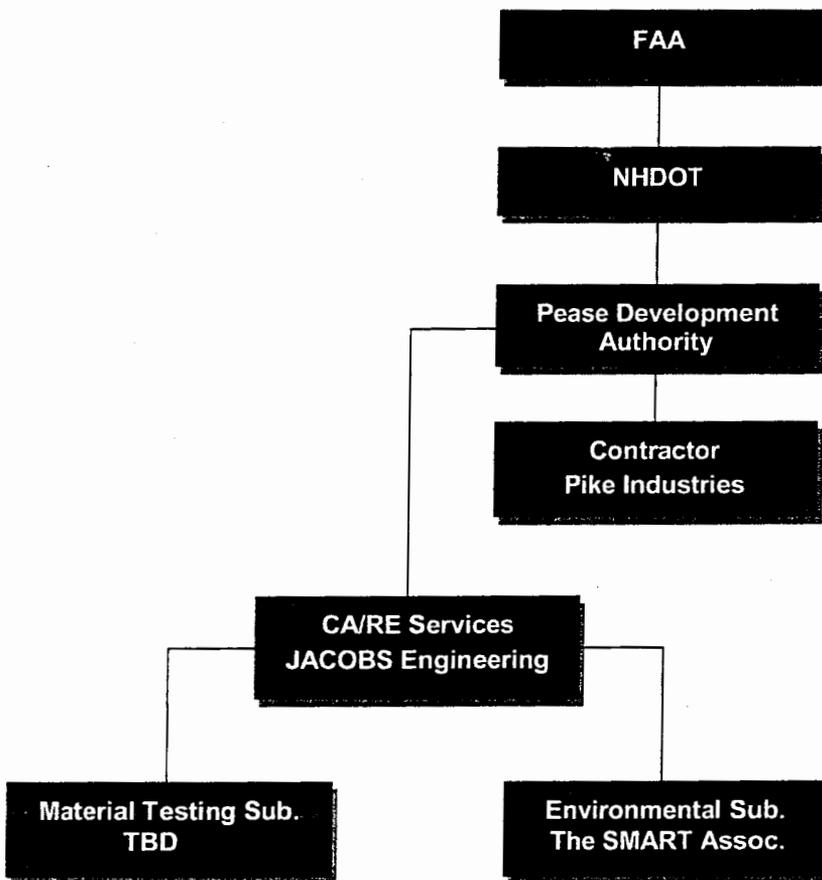
Reviewer's Signature: _____ Date: _____

Reviewer's Name: _____ Title: _____

COPIES
Please Type or Print

Skyhaven Airport
Runway 15-33 Construction Project

Grant #SBG-05-TBD
Project Organizational Chart





Jacobs No: E2 X40204
 SBC No.: ST 5-15 04-2012
 By: ST
 Date: April 18 2014
 Bids Opened: April 17 2014
 AIRPORT: St. Haven Airport
 PROJECT: R. construct Runway 15-33

BID SUMMARY

	Engineers Estimate	Pike Industries	NE Earth Mechanics	Kingsbury Comp	FL Merrill	Sargent Corp	Busby Construction	AJ Coleman
B. see Bid	\$ 2,453,235.00	\$ 2,439,792.00	\$ 2,541,775.00	\$ 2,624,313.00	\$ 2,764,555.00	\$ 2,774,330.00	\$ 3,119,525.00	\$ 3,077,973.00
A. bid/Alt #1:	\$ 341,935.00	\$ 371,207.85	\$ 311,236.50	\$ 345,331.75	\$ 383,560.50	\$ 424,110.00	\$ 386,675.00	\$ 447,828.00
A. bid/Alt #2:	\$ 267,422.50	\$ 324,602.00	\$ 283,953.50	\$ 331,206.25	\$ 358,631.50	\$ 356,285.00	\$ 323,415.00	\$ 406,189.00
A. bid/Alt #3:	\$ 62,600.00	\$ 23,740.00	\$ 27,414.00	\$ 25,815.00	\$ 29,930.00	\$ 17,350.00	\$ 26,190.00	\$ 26,605.00
A. bid/Alt #4:	\$ 33,575.00	\$ 34,355.00	\$ 35,100.00	\$ 34,790.00	\$ 38,015.00	\$ 45,240.00	\$ 41,050.00	\$ 33,845.00
A. bid/Alt #5:	\$ 24,822.50	\$ 19,045.50	\$ 21,127.50	\$ 20,338.00	\$ 20,898.25	\$ 41,302.00	\$ 20,874.00	\$ 35,660.50

CUMMLATIVE TOTALS

	Engineers Estimate	Pike Industries	NE Earth Mechanics	Kingsbury Comp	FL Merrill	Sargent Corp	Busby Construction	AJ Coleman
B. see Bid	\$ 2,453,235.00	\$ 2,439,792.00	\$ 2,541,775.00	\$ 2,624,313.00	\$ 2,764,555.00	\$ 2,774,330.00	\$ 3,119,525.00	\$ 3,077,973.00
B. see Bid plus Add/Alt #1:	\$ 2,795,170.00	\$ 2,810,999.85	\$ 2,853,011.50	\$ 2,969,644.75	\$ 3,148,135.50	\$ 3,198,440.00	\$ 3,506,200.00	\$ 3,525,801.00
B. see Bid plus Add/Alt #1 plus Add/Alt #2:	\$ 3,062,592.50	\$ 3,135,601.85	\$ 3,136,965.00	\$ 3,300,851.00	\$ 3,506,767.00	\$ 3,554,725.00	\$ 3,829,615.00	\$ 3,931,990.00
B. see Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3:	\$ 3,125,192.50	\$ 3,159,341.85	\$ 3,164,379.00	\$ 3,326,668.00	\$ 3,536,697.00	\$ 3,572,075.00	\$ 3,853,805.00	\$ 3,958,595.00
B. see Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3 plus Add/Alt #4:	\$ 3,158,767.50	\$ 3,193,696.85	\$ 3,199,479.00	\$ 3,361,456.00	\$ 3,574,712.00	\$ 3,617,315.00	\$ 3,896,855.00	\$ 3,992,440.00
B. see Bid plus Add/Alt #1 plus Add/Alt #2 plus Add/Alt #3 plus Add/Alt #4 plus Add/Alt #5:	\$ 3,183,590.00	\$ 3,212,742.35	\$ 3,220,606.50	\$ 3,381,794.00	\$ 3,595,610.25	\$ 3,658,617.00	\$ 3,917,729.00	\$ 4,028,100.50

Total Alternates 2 and 4 \$ 300,997.50 \$ 358,957.00 \$ 319,053.50 \$ 365,996.25 \$ 396,646.50 \$ 401,525.00 \$ 364,465.00 \$ 440,034.00

Skyhaven Runway 15-33 Utility Relocation Estimated Costs

Cost Information provided by Public Service of New Hampshire to Jacobs Engineering Group

The estimated cost to lower the existing overhead power lines would be \$5,000,000 per mile or \$947 per foot. Project would require approximately 300 lf to lowered below grade.

300 ft X \$947 per ft = \$284,100

Miscellaneous: \$14,900

Total Cost: \$300,000

Part III Budget Information - Worksheet **2014 Grant**

Use only for revisions
 Last Amount Adjustment Total Amount
 Approved (+ or -) Required

Cost Classification	Last Amount Approved	Adjustment (+ or -)	Total Amount Required
1 Administrative expense			
2 Preliminary expense			
3 Land, Structures, right of way			
4 Architectural engineering basic fees			
5 Other Architectural engineering fees			
6 Project inspection fees			
7 Land development			
8 Relocation expenses			
9 Relocation payment to individuals and businesses			
10 Demolition and removal			
11 Construction and project improvement (<i>Alt 2 and Alt 4</i>)			\$ 358,957.00
12 Equipment			
13 Miscellaneous (Utility Relocation)			\$ 300,000.00
14 Total (Lines 1 through 13)			\$ 658,957.00
15 Estimated Income (if applicable)			
16 Net Project Amount (Line 14 minus 15)			\$ 658,957.00
17 Less: Ineligible exclusions			
18 Add: Contingencies			
19 Total Project Amount (Excluding Rehabilitation Grants) (<i>Sum Lines 16-18</i>)			\$658,957.00
20 Federal Share requested of line 19			\$593,061.30
21 Add Rehabilitation Grants Requested (100 percent)			
22 Total Federal grant requested (lines 20 & 21)			\$593,061.30
23 Grantee share (<i>PDA 5%</i>)			\$32,947.85
24 Other shares (<i>State 5%</i>)			\$32,947.85
25 Total Project (Lines 22, 23 & 24)			\$658,957.00 ✓

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