



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Aeronautics
March 4, 2024

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the Pease Development Authority (PDA) (Vendor Code 156846), for SBG 15-13-2023 to design, permit and bid the installation of a perimeter/wildlife fence, Phase I, at the Skyhaven Airport, Rochester, NH. Federal and State participation in the amount of \$163,751 is effective upon Governor and Council approval through July 28, 2025. 95% Federal Funds, 5% State Funds.

Funding is available as follows:

	<u>FY 2024</u>
04-96-96-960030-9342	
FAA Projects	
034-500152 Design/Study	\$163,751

EXPLANATION

A total of \$155,133 (90% of the total project cost) to design, permit and bid the installation of a perimeter/wildlife fence, Phase I, at the Skyhaven Airport, Rochester, NH.

This design project will construct a portion of the airport's perimeter fence on the north side of the airport. Approximately 5,600 feet of fence will be constructed as part of this project. This additional fence will improve the perimeter security on the north side of the airport and will serve as a deterrent for wildlife. Additional fencing for the airport may be considered and installed as funding becomes available.

The State will participate in the amount of \$8,618 (5% of the total project costs). The PDA will participate in the amount of \$8,619 (5% of the total project cost). The total cost of the airport design project, including federal, state, and local share, is \$172,370. A summary of the total project cost and requested action is provided below.

	PROJECT Total		REQUESTED ACTION	
	Cost	%	Cost	%
FAA	\$ 155,133	90%	\$ 155,133	94.7%
State	\$ 8,618	5%	\$ 8,618	5.3%
PDA	\$ 8,619	5%	\$ -	0.0%

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2023, RSA 146:1, XV, Capital Budget.

Sincerely,

A handwritten signature in black ink that reads "William Cass". The signature is written in a cursive, flowing style.

William Cass, P.E.
Commissioner

Attachments
WC/tls



U.S. Department of Transportation
Federal Aviation Administration



GRANT AGREEMENT
FY 2023 AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDS
PART I – OFFER

Date of Offer February 13, 2024

Airport/Planning Area Skyhaven Airport

State Block Grant Number SBG 15-13-2023

Unique Entity Identification (UEI) Number CU4KHENK4JP5

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 March 23, 2023, for a grant of Federal and State funds for a project at or associated with the Skyhaven Airport, which as approved by the State, is included as part of this Grant Agreement; and

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

Install Perimeter/Wildlife Fencing (approx. 5,600 LF) – Phase I (Design, Permit, Bid)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; Federal Aviation Administration (FAA) Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States, the State, and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (formally CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is \$163,751.00.

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

\$0.00 for planning

\$163,751.00 for airport development or noise program implementation

\$0.00 for land acquisition.

2. **Grant Performance. This Grant Agreement is subject to the following Federal and State award requirements:**

- a. Period of Performance:

- i. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is July 28, 2025.
- ii. The period of performance means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

- i. For this Grant is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
- ii. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

- i. Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the State will proceed to close out the grant within 120 days of the period of performance end date with the information available at the end of 90 days. (2 CFR § 200.344).

- ii. The FAA or State may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal or State regulatory or statutory authorities as applicable.
- 3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA or State has determined to be ineligible or unallowable.
- 4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the State, to allowable costs for Sponsor direct salaries and wages.
- 5. **Determining the Final Federal and State Share of Costs.** The United States' and State's shares of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary") and State, and any superseding legislation. Final determination of the United States' and State's shares will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State shares of costs.
- 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary and the State. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior State approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- 7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before March 15, 2024, or such subsequent date as may be prescribed in writing by the State.
- 9. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
- 10. **United States and State Not Liable for Damage or Injury.** The United States and the State are not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
- 11. **System for Award Management (SAM) Registration and Universal Identifier.**

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, non-profit, or government entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the State, the State will make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees utilizing data provided by the Sponsor on forms acceptable to the State.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The State can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The State's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The State can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the State finds it advantageous and in the best interests of the United States and the State.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA and State in accordance with 49 U.S.C § 50101, 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 Agreement. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant Agreement.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States and State, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110 and State share, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA and State are not responsible for the same Federal and State share provided herein for any amount increased over the initial grant amount. The FAA and State may adjust the Federal and State share as applicable through an informal letter of amendment.

- 19. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or project-specific audit in accordance with 2 CFR § 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the State. Sponsors that expend less than \$750,000 in all Federal awards in a fiscal year and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA, State, and other appropriate government agencies may request additional information to meet all Federal audit requirements.
- 20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- A. *Posting of contact information.*
1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- B. *Provisions applicable to a recipient that is a private entity.*
1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the State awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; 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 2 CFR Part 1200.
- C. *Provision applicable to a recipient other than a private entity.* We as the State awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; 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 2 CFR Part 1200.

D. *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) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - 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 Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

E. *Definitions.* For purposes of this Grant Condition:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 8, 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

B. Investigation of Complaints.

1. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

C. Remedy of Enforcement Authority.

1. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

25. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

- 26. Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA and State encourage the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.

SPECIAL CONDITIONS

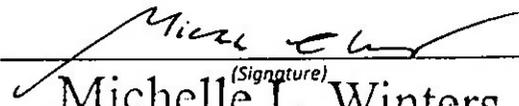
- 32. Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.
- 33. Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA and State review prior to advertising for bids.
- 34. Plans and Specifications Approval Based Upon Certification.** The FAA, State, and the Sponsor agree that the FAA's and the State's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA and State. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA and State approval for modifications to published FAA airport development grant standards or to notify the FAA and the State of any limitations to competition within the project;

- b. The FAA's and State's acceptance of a Sponsor's certification does not limit the FAA and State from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA or State determine that the Sponsor has not complied with their certification statements, the FAA or State will review the associated project costs to determine whether such costs are allowable under this Grant.
35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal and State funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA and State has provided Federal and State funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA and State may suspend or terminate grants related to the design.
36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
37. **Residential Through-the-Fence Access Plan.** The Sponsor agrees that it will implement the Residential Through-the-Fence Access Plan, accepted by the FAA on July 15, 2015. It is further agreed that any changes required to the Residential Through-the-Fence Access Plan that result from this grant project will be incorporated into the Residential Through-the-Fence Access Plan, which the Sponsor will update and submit to the FAA prior to grant closeout.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, 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.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)
Michelle L. Winters

(Typed Name)
Director of Aeronautics, Rail & Transit

(Title of NHDOT Official)

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

Dated: 4/17/24

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)

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

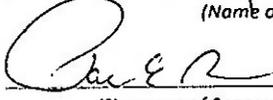
PART II - ACCEPTANCE

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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this 20th day of February, 2024

Peace Development Authority
(Name of Sponsor)


(Signature of Sponsor's Authorized Official)

By: Paul E. Brean
(Typed Name of Sponsor's Authorized Official)

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

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anthony I. Blenkinsop, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. 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.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at Portsmouth NH (location) this 20th day of February, 2024.

By: 
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATION OF AUTHORITY

I, Anthony I. Blenkinsop, do hereby certify that I am the Deputy Director / General Counsel of the Pease Development Authority, an agency of the state of New Hampshire established under RSA 12-G.

I do further certify that Paul E. Brean, is the Executive Director of the Pease Development Authority and is duly authorized by the laws of the State of New Hampshire, the Pease Development Authority by-laws, and a vote of the Pease Development Authority Board of Directors on April 20, 2023, to:

- (1) accept up to \$155,133 in AIP funding and accept up to \$8,618 from New Hampshire Department of Transportation in matching funds, for Skyhaven Wildlife Fence design;
- (2) expend PDA funds up to \$8,618;
- (3) append the Jacobs on-call Master Contract to include the work described and make appropriate payments; and
- (4) execute any and all documents necessary to receive funds, apply for permits and complete the design work as described.

I further certify that such authority has not been repealed, rescinded, or amended as of the date of my signature below.

IN WITNESS WHEREOF, I have hereunto set my hand on this 7th day of March, 2024.

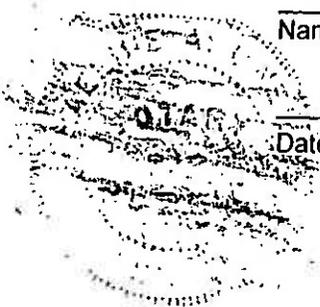
Anthony I. Blenkinsop
Deputy Director / General Counsel

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Rockingham upon this date March 7, 2024 appeared before me Raeline A. O'Neil, the above signed Anthony I. Blenkinsop, personally appeared and acknowledged himself to be the Deputy Director / General Counsel of the Pease Development Authority, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Pease Development Authority. In witness whereof, I hereunto set my hand and official seal.

Raeline A. O'Neil
Signature of Notary or Justice of the Peace

Raeline A. O'Neil
Justice of the Peace / Notary Public
Name of Notary or Justice of the Peace
My Commission Expires 9/21/2027



Date of Expiration of Commission

STATE OF NEW HAMPSHIRE

: ss.

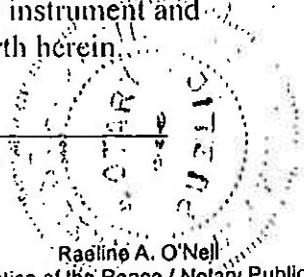
COUNTY OF ROCKINGHAM

On this 22nd day of February, 2024, before me, Raeline A. O'Neil, the undersigned officer in and for said County and State, personally appeared Paul E. Brean, personally known to me (or proved to me on the basis of satisfactory evidence) to be the **Executive Director** of the Pease Development Authority and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Raeline A. O'Neil
Notary Public / Justice of the Peace

Printed Name:

My commission expires:



Raeline A. O'Neil
Justice of the Peace / Notary Public
State of New Hampshire
My Commission Expires 9/21/2027



Skyhaven Airport

**Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1
(Design, Permitting & Bidding)**

SBG 15-TBD-2023

GRANT APPLICATION

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Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
*3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier: NH SBG-15-TBD-2023
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. UEI: 6200947710000
d. Address:	
*Street 1:	55 International Drive
Street 2:	
*City:	Portsmouth
County/Parish:	
*State: Province:	NH
*Country:	USA: United States
*Zip / Postal Code	03801-2882
e. Organizational Unit:	
Department Name: Skyhaven Airport	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr.	*First Name: Michael
Middle Name:	
*Last Name:	Mates
Suffix:	
Title: Director of Engineering	
Organizational Affiliation: Pease Development Authority	
*Telephone Number: 603-766-9292	Fax Number:
*Email: M.Mates@peasedev.org	

Application for Federal Assistance SF-424

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

A. State Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

FAA

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

13. Competition Identification Number:

Title:

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

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

Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1
(Design, Permitting & Bidding)

Attach supporting documents as specified in agency instructions.

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

The proposed project will not have an impact on compatible land use adjacent to or in the vicinity of the airport.

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

The Sponsor is not in default on any applicable obligations to the US or any agency of the US government related to an airport.

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

There are no known circumstances that will prevent the successful completion of the project.

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.

The project is consistent with State and local development plans.

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

The Sponsor has given fair consideration to the interest to communities near the Airport.

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

The project has been briefed at the Airport Advisory meetings.

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.

This project does not meet the above criteria for a public hearing and therefore is not required.

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

This project does not meet the above criteria for Governor notification and therefore is not required.

PART II – SECTION C (Continued)

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

There is no grant of exclusive rights.

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

The sponsor owns, without adverse interest, all land shown on the Exhibit "A" Property Map dated April 8, 2016, and attached to the Grant Application for SBG 15-07-2016, reflects the current information as of this date.

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

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

All work associated with the project will take place on land owned by the Sponsor

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

All work associated with the project will take place on land owned by the Sponsor

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

PART III – BUDGET INFORMATION – CONSTRUCTION

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 11,000
2. Preliminary expense			80,557
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			80,813
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			
19. Federal Share requested of Line 18			155,133
20. Grantee share			8,618
21. Other shares			8,619
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 172,370

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

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

SECTION E – REMARKS (Attach sheets if additional space is required)
AIP funds will result in 90% Federal Funding for this project. State share shall be 5%. Local share shall be 5%.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1 (Design, Permitting & Bidding)

AIRPORT: Skyhaven Airport

1. Objective:

The Pease Development Authority desires to undertake a Project to construct a portion of the airport's perimeter fence on the north side of the airport. Based on the available construction budget, approximately 5,600 feet of fence is included in this project. The remaining fence to complete the airport's perimeter fence is recommended to be considered under a separate project.

2. Benefits Anticipated:

The project will improve perimeter security to the north side of the Airport and serve as a deterrent for wildlife.

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

The Engineer will collect existing conditions data, develop conceptual perimeter fence layout, conduct state and local permitting, prepare final design and public bidding documents, and provide bidding phase services.

4. Geographic Location:

Rochester NH - Strafford County

5. If Applicable, Provide Additional Information:

See Supplemental Program Narrative.

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

Airport: Mr. Mike Mates, P.E., Pease Development Authority, 55 International Drive, Portsmouth, NH 03801
(603) 766-9292; M.Mates@peasedev.org

Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT
Application for Federal Assistance

Skyhaven Airport
Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1
(Design, Permitting & Bidding)

SBG 15-TBD-2023

AIP-Non Primary Entitlement Funds

GENERAL PROJECT DESCRIPTION

The project seeks to construct a portion of the airport's perimeter fence on the north side of the airport. Based on the available construction budget, approximately 5,600 feet of fence is included in this project. The remaining fence to complete the airport's perimeter fence is recommended to be considered under a separate project.

DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS

ADMINISTRATIVE FEES:

The grant includes fees for public advertisement and City of Rochester, NHDES Wetlands, and Alteration of Terrain permitting. These fees have been estimated for the purpose of this grant application.

ARCHITECTURAL ENGINEERING FEES:

The grant includes fees for data collection, design, permitting, bidding, and project administration. See Appendix I.

Statement on Disadvantaged Business Enterprise (DBE) Status:

The Pease Development Authority's Disadvantaged Business Enterprise (DBE) race neutral goal for Skyhaven Airport is 1.1%. This project is anticipated to exceed this goal.

Statement on User Coordination:

The project has been briefed at Airport Advisory meetings.

Intergovernmental Review:

For airport improvement projects wholly contained within the airport's property boundaries, E.O. 12372 Intergovernmental Review Process is not required. This project is wholly on the airport. Therefore, E.O. 12372 review is not applicable to the project.

Section 106 of The National Historic Preservation Act:

The project is NOT on the approved list of projects not needing Section 106 review; however, the project will have no effect on historical properties. See project under Option 2 of Section 106 on the DOT website at:

<https://www.nh.gov/dot/org/aerorailtransit/aeronautics/programs/blockgrants.htm>

USF&W Coordination: The engineer will request information on rare, threatened, and endangered species from the NH Natural Heritage Bureau and the US Fish and Wildlife Service (USF&W) and follow up with these agencies as necessary.

Environmental Status:

The project is considered a categorical exclusion per FAA Order 1050.1F Section 5-6.4.f. In addition, there are no extraordinary circumstances as listed in FAA Order 1050.1F Section 5-2 related to this project.

Exhibit "A" Statement:

The Exhibit "A" Property Map dated April 8, 2016, and attached to the Grant Application for SBG 15-07-2016, reflects the current information as of this date.

The above mentioned Exhibit "A" Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.

Project Sketch: See Appendix 1

Project Organization Chart: See Appendix 2

PROJECT COSTS
Application for Federal Assistance

**Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1
(Design, Permitting & Bidding) -**

Skyhaven Airport
Rochester, NH
SBG 15-TBD-2023

Project Cost

The project costs are summarized below:

Administration Expense

Administrative (Advertisements).....	\$	1,000.00
Permit Fees (City of Rochester, estimated).....	\$	2,000.00
Permit Fees (NHDES, estimated).....	\$	7,250.00
Permit Fees (Alteration of Terrain, estimated).....	\$	750.00
Subtotal	\$	11,000.00

Preliminary Expense

Survey, soils, archaeological, & wetlands.....	\$	80,557.00
Subtotal	\$	80,557.00

Architectural Engineering Fees

Jacobs Engineering.....	\$	80,813.00
Subtotal	\$	80,813.00

Project Inspection Fees

NA (
Subtotal	\$	-

Construction and Project Improvement

NA		
Subtotal	\$	-

Force Account

NA		
Subtotal	\$	-

Total..... \$ 172,370.00

Non-Eligible..... \$ -

Total Eligible..... \$ 172,370.00

The project funding shall be broken out as described below:

Federal Share (90% of Eligible).....	\$	155,133.00
State Share (5% of Eligible).....	\$	8,618.00
Local Share (5% of Eligible).....	\$	8,619.00
TOTAL	\$	172,370.00

PROJECT SCHEDULE
Application for Federal Assistance

Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1
(Design, Permitting & Bidding)

Skyhaven Airport
Rochester, NH
SBG 15-XX-2023

Project Schedule

Anticipated Project Start.....	October 2023
Data Collection.....	Oct-Nov 2023
Preliminary Design.....	December 2023
Permitting.....	Jan 2024-Jun 2024
Final Design.....	Jul-Aug 2024
Bidding.....	September 2024

Appendix 1 – Engineering Scope and Fee

February 2023

SCOPE OF WORK
for
INSTALL PERIMETER/WILDLIFE FENCING APPROX. 5,600 FEET - PHASE 1:
(DESIGN, PERMITTING & BIDDING)
NHDOT SBG # 15-TBD-2023
at
SKYHAVEN AIRPORT

GENERAL

The Pease Development Authority, hereinafter referred to as the "Owner", desires to undertake a Project to construct a portion of the airport's perimeter fence on the north side of the airport. Based on the available construction budget¹, approximately 5,600 feet² of fence is included in this project. The remaining fence to complete the airport's perimeter fence is recommended to be considered under a separate project. The Project location is shown below.

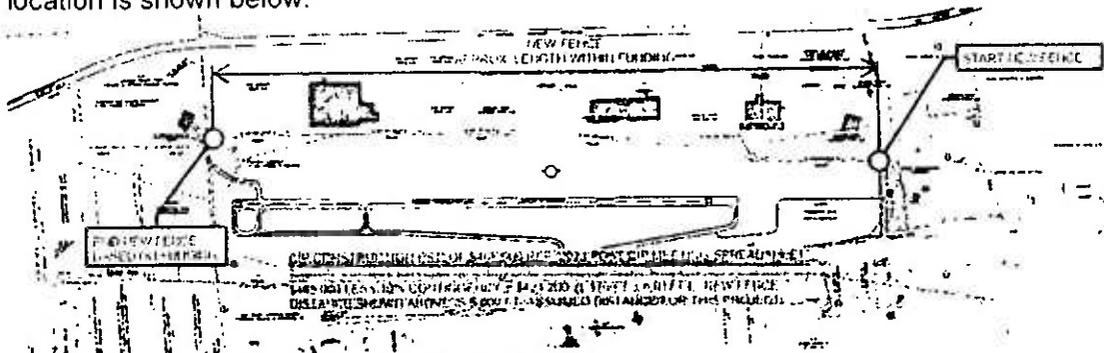


Figure 1 - Skyhaven Airport (Approx. Project Limits)

For this Project, Jacobs Engineering Group Inc., hereinafter referred to as the "Engineer", agrees to perform the following scope of services associated with the above referenced Project:

¹ PDA provided 2023 Post CIP Meeting – Fence construction budget of \$468,000.

² Length of fence estimated on \$468,000 less 10% for contingency/construction administration/RPR = \$421,200 construction available. @\$70/foot for fence yields 6,017 feet. Distance shown between the arrows in Figure 1 is 5,600 feet. Further extension toward the Jackson property would result in the fence stopping near the Jackson taxiway. This is not recommended. Recommend stopping the fence prior to the Jackson property. A follow-on project would extend the fence and add a gate through the Jackson property and complete the fence on the west side of the airport.

ARTICLE A - DATA COLLECTION

The anticipated data collection limits are shown below.

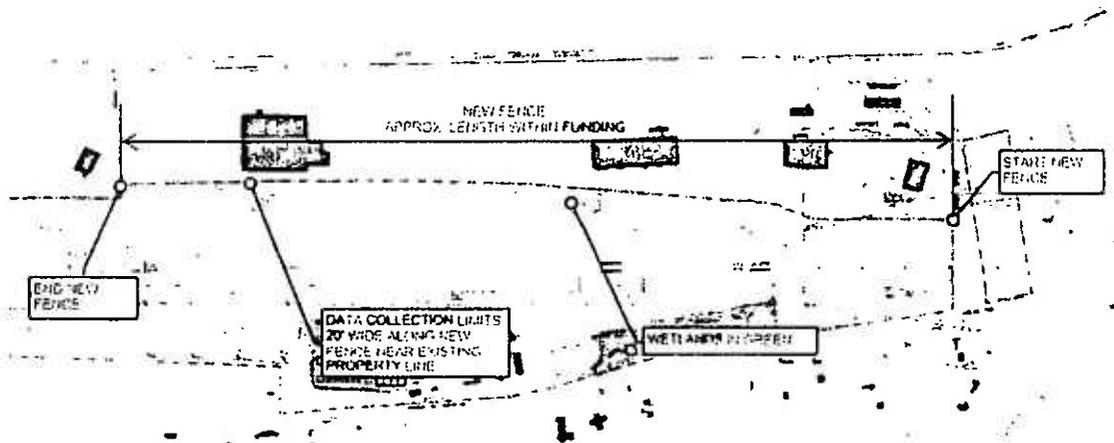


Figure 2 - Skyhaven Airport (Data Collection)

1. REVIEW EXISTING DATA. The Engineer will review the existing plan sets from the NHDOT circa 2008 fence project.

2. SITE VISIT. The Engineer will perform a site visit to review the existing conditions and note the existing conditions of proposed fence alignment.

3. HIRE SURVEYOR. The Engineer will issue Request for Proposal to the subconsultant. The survey subconsultant will provide geo-referenced property line data in CAD for the Engineer's use; mark the property line corners in the field; provide topographic data along an approximate 20-foot wide "swath" of ground near the property line and proposed fence; and set control points.

4. HIRE GEOTECHNICAL SUBCONSULTANT. The Engineer will issue Request for Proposal to the subconsultant. The geotechnical subconsultant will conduct approximate 6-foot depth borings to determine the depth to bedrock (if any) as well as the depth of organics in the wetland areas. Approximately 10-borings are anticipated.

5. HIRE ENVIRONMENTAL SUBCONSULTANT. The Engineer will issue Request for Proposal to the subconsultant. The environmental subconsultant will delineate the wetlands, prepare documented CATEX (includes NHDHR RPR form & Phase IA survey if needed (actual survey would be performed by others)), NHDES wetland permitting and meetings (NHDES x2 meetings; Rochester CONCOM x2 meetings).

Under this task, the Engineer will validate the Skyhaven wetland "bank" from past projects based on final disturbances from the 2017-2018 Taxilane & Drainage and 2013 Runway 15-33 projects.

6. HIRE ARCHAEOLOGICAL SUBCONSULTANT. If required by the NHDHR, the Engineer will hire a subconsultant to perform an archeological survey of specific areas as designated by the Engineer.

7. REVIEW SUBCONSULTANT DELIVERABLES. The Engineer will review the subconsultants data collection deliverables.

ARTICLE B1 – DESIGN

The Engineer will coordinate the design for the project to support the project permitting. Tasks anticipated are as follows:

1. CREATE BASE PLAN. Based on the subconsultants surveys, the Engineer will update the existing airport base plan.
2. DRAFT FENCE ALIGNMENT. Based on the data collected in Article A and the base plan, the Engineer will develop a best fit fence alignment to avoid natural/cultural resources, wetlands, etc.
3. FINAL FENCE ALIGNMENT. Based on comments on the draft fence alignment, the Engineer will prepare the final fence alignment.
4. SOLAR POWERED LED OBSTRUCTION LIGHTING. It is anticipated that the FAA OE/AAA process may require the fence to be lighted for obstructions to the Part 77 surface. The task investigates alternative solar lighting.

ARTICLE B2 –PERMITTING

The Engineer will support the permitting with tasks as follows:

1. AREA OF DISTURBANCE: Estimate the areas of permanent and temporary disturbance to be included in the project for the permit purposes.
2. PERMIT APPLICATION REVIEWS: The following permit applications prepared by the Subconsultant are anticipated to be reviewed by the Engineer.
 - a. NHDES Wetlands
 - b. Alteration of Terrain (Permit by Rule) - @ 5,600' length x 10' permanent disturbance width (for buried fence fabric) – 56,000 square feet of disturbance is less than the 100,000 square foot NHDES AoT permit threshold.
 - c. NEPA Documented CATEX (documented form anticipated due to the amount of wetlands that will be disturbed)
3. FAA OBSTRUCTION EVALUATION/AIRPORT AIRSPACE ANALYSIS (OE/AAA): The proposed fence locations will be submitted to the FAA for comment.
4. ROCHESTER PLANNING BOARD: A Non-residential Site Plan application will be prepared. The application requires notification to the airport abutters. The Engineer will coordinate with the city to notify the abutters.

ARTICLE B3 – DESIGN DOCUMENTS

The Engineer will prepare a design with enough detail for public bidding. A submittal will be made at the 30%, 60% and 100% (As Advertised) design stages.

1. CONSTRUCTION PLANS. The Engineer will prepare the construction plans to include the following:

1. Title Sheet (1 Sheet)
2. General Plan (1)
3. General Notes (1)
4. Safety and Phasing Plans (1)
5. Safety and Phasing Plan Notes and Details (1)
6. Existing Conditions Plan (1)
7. Demolition and Erosion & Sediment Control Plan (1)
8. Erosion & Sediment Control Details (1)
9. Fence Plan (1)
10. Fence Details (2)

2. SPECIFICATIONS. The Engineer will draft front-end bidding and the written technical specifications in accordance with FAA AC 150/5370-10 "Standards for Specifying Construction of Airports". The Engineer anticipates the below specifications for the project.

1. Front End (Instruction to Bidders, Contract, FAA General Provisions, etc...)
2. C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
3. C-105 Mobilization
4. F-162 Fence & Gates
5. F-162A Alternate Fence
6. F-164 Wildlife Exclusion Fence
7. L-125 Airport Lighting
8. M-001 Safety Plan Compliance Document
9. M-002 Stream Swing Gates
10. M-003 Record Drawings & Closeout
11. P-151 Clearing and Grubbing
12. P-152 Excavation, Subgrade & Embankment
13. T-901 Seeding
14. T-905 Topsoil
15. T-908 Mulching

3. CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) WITH CHECKLIST. The Engineer will prepare the FAA's checklist, narrative descriptions and accompanying plans for the project.

4. OPINION OF PROBABLE CONSTRUCTION COSTS. The Engineer will prepare and submit a list of payment items and measure the quantities for each pay item. The Engineer will associate a unit price for each payment item to develop the overall project costs. Opinions are anticipated at the 30%, 60% and 100% submittals.

5. BID PROPOSAL. The Engineer will prepare the advertisement for bidders, the bidding instructions, bid form and required bidder certifications for use in the public bidding.

6. CONSTRUCTION OE/AAA. The Engineer will prepare and submit electronically the construction project's anticipated locations and estimated construction heights to the FAA.

7. DESIGN NARRATIVE. The Engineer will document in the narrative format the technical components of the project. The narrative will provide the criteria references, calculations and correspondence used to develop the project design.

8. ALP UPDATE. The Engineer will update the Airport Layout Plans (ALP) based on the proposed improvements.

9. QUALITY ASSURANCE. The Engineer will conduct an independent review of all technical material prior to submittal.

10. SUBMITTAL PREPARATION/DISTRIBUTION: The Engineer will distribute the design plans and specification lists as follows:

1. 30% & 60%: Owner and NHDOT as PDF.
2. 100% (As Advertised/Bid Set): NHDOT PDF and Owner (1/1)

ARTICLE C – BIDDING SUPPORT

The Engineer shall provide all materials and assistance to the Owner during the open public bidding process for the project, reviewing submitted proposals for the bid, identifying the successful bidders, and preparing and distributing executed contract documents to the applicable parties.

The specific items of work shall include:

1. PREPARE LEGAL NOTICE. Prepare and provide a sample legal notice for the Owner's use in the advertisement of the Project.

2. DOCUMENT DISTRIBUTION. The Engineer will distribute electronic bid documents at no cost directly to the bidding community. The Engineer's efforts for this task include coordination with bidders, distributing documents, and maintaining a plan holders list.

3. PREBID MEETING. Schedule and conduct one (1) pre-bid conference at the Airport.

4. PREPARE AND DISTRIBUTE ADDENDA. If necessary, prepare, and distribute any addenda issued for the purpose of clarification, deletion, addition, or correction to the bid plans or specifications. Two (2) addenda with preparation of sketches have been assumed.

5. ATTEND BID OPENING AND REVIEW BID PROPOSALS. The Engineer will attend the public bid opening. The Engineer shall perform a review of all bid proposals received for the project.

6. BID TABULATION. The Engineer will prepare the bid tabulation for the project.

7. RECOMMENDATION OF AWARD. After reviewing the bid proposals, the Engineer shall identify the apparent low bidder and issue a recommendation/rejection of award of the construction contract to the Owner and provide copies of award letters to the NHDOT.

8. CONFORMED CONSTRUCTION DOCUMENTS. After award of the construction contract, the Engineer shall prepare, print, and distribute sets of conformed construction

plans and specifications incorporating all addenda items and clarifications issued during the bidding period for use during the construction of the project. The distribution of plans/specs is anticipated to be as follows: NHDOT (1/1), Owner (2/2), Contractor (3/3), Engineer (1/1).

ARTICLE D – PROJECT ADMINISTRATION

1. **SCOPING MEETING.** The Engineer will attend a scoping meeting with NHDOT and the Owner. The Engineer will prepare minutes of the meeting.
2. **DEVELOP SCOPE OF WORK.** The Engineer will develop a detailed scope of work and associated fee estimate for the project.
3. **NHDOT GRANT APPLICATIONS.** The Engineer will prepare the Federal Grant Application for the design only project and distribute to the Owner for signatures. A second application is included for the construction portion of the project. The second application will occur after opening of the construction bids.
4. **PREPARE REIMBURSEMENT REQUESTS.** The Engineer will prepare the necessary grant reimbursement paperwork for the project. The Engineer anticipates five (5) reimbursements.
5. **PROJECT MANAGEMENT & REPORTING.** This task includes project team coordination, internal staff coordination, and progress reports. This subtask includes:
 - Regular contact with the Airport, the Owner and NHDOT to discuss project details, status, schedule, future work activities, and any project management issues.
 - Regular assessments of internal staff assignments and progress.
 - Team coordination meetings
6. **MEETINGS.** The Engineer anticipates the following meetings during the project:
 - Kickoff (virtual meeting)
 - Natural Resource Agency (in person meeting)
 - NHDES Wetlands Bureau (virtual meeting)
 - Rochester Conservation Commission (in person meeting)
 - Rochester Planning Board – Preapplication (in person meeting)
 - Rochester Planning Board – Hearing (in person meeting)
 - 30%, 60% and 100% design review (3 virtual meetings)
7. **PROJECT CLOSEOUT.** The Engineer will prepare the project close out documentation to close out the grant related to this scope of work.

ARTICLE E – CONSTRUCTION ADMINISTRATION – Not used

ARTICLE F - RESIDENT ENGINEERING – Not used

ASSUMPTIONS

- No coordination meetings with the "Jackson" property
- No gates
- No planning board variance applications or waivers for the fence

- No wildlife studies
- No NHDES AoT permit
- FAA airspace analysis allows fence to follow the property line
- Fence follows the property line (with approximate 10-foot offset) as shown on the Airport Exhibit A
- Application fees (NHDES & City of Rochester) are to be paid by the PDA and included for reimbursement in the grant application

PROPOSED PROJECT SCHEDULE

- NTP: Sep 2023
- Data Collection: Oct-Nov 2023
- Preliminary Design: Dec 2023
- Permitting: Jan 2024-Jun 2024
- Final Design: Jul-Aug 2024
- Bidding: Sep 2024
- Construction: Spring 2025

FEE ESTIMATE
for
INSTALL PERIMETER/WILDLIFE FENCING APPROX. 5,600 FEET -
PHASE 1 (DESIGN, PERMITTING & BIDDING)
NHDOT SBG # 15-TBD-2023
at
SKYHAVEN AIRPORT

SUMMARY		
ARTICLE A	Data Collection	\$87,939
ARTICLE B	Design Documents	\$44,576
ARTICLE C	Bidding Support	\$11,790
ARTICLE D	Project Administration	\$17,065
ARTICLE E	Construction Administration	Not included
ARTICLE F	Resident Engineering (Full Time)	Not included
	TOTAL	\$161,370

ARTICLE A - DATA COLLECTION

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
A.1 Review Existing Data		2	4			6
A.2 Site Visit		8	8			16
A.3 Hire Surveyor		4				4
A.4 Hire Geotechnical Subconsultant		4				4
A.5 Hire Environmental Subconsultant	2	4	8	2		16
A.6 Hire Archaeological Subconsultant		4				4
A.7 Review Subconsultant Deliverables		8		2		10
TOTAL HOURS	2	34	20	4	0	60
RATES	\$93.00	\$60.00	\$44.00	\$44.00	\$30.00	
PAYROLL	\$186.00	\$2,040.00	\$880.00	\$176.00	\$0.00	\$3,282.00

Mileage by Task	Mileage
A.2 (Round trip - Bedford NH Office to Rochester NH)	100
Total Miles:	100

PAYROLL	\$3,282
OVERHEAD (102.74%)	\$3,372
TOTAL PAYROLL FEE	\$6,654
PAYROLL PROFIT (10%)	\$665
EXPENSES	\$63
SUBCONSULTANTS	\$80,557
TOTAL FEE:	\$87,939

Expenses	
Mileage @ \$0.625/mile	\$63
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$0
Total Expenses	\$63

Subconsultants	
Norway Plains (Survey)	\$24,500
Crederc (DBE) (Geotechnical)	\$14,630
Independent Archaeological Consulting (Archaeological)	\$3,079
GM2 Associates (Environmental)	\$38,348
Total Subconsultants:	\$80,557

ARTICLE B - DESIGN DOCUMENTS

Tasks:	Principal Engineer	Project Manager	Civil Engineer	CADD Tech	Administrative Support	TOTAL
Article B1 - Design						
B1.1 Create Base Plan		1	4	2		7
B1.2 Draft Fence Alignment		2	8			10
B1.3 Finalize Fence Alignment			8			8
B1.4 Solar Powered LED Obstruction Lighting		4	16			20
Article B2 - Permitting						
B2.1 Area of Disturbance			8	2		10
B2.2 Permit Application Reviews		8				8
B2.3 FAA OE/AAA			2			2
B2.4 Rochester Planning Board		4	16	4	8	32
Article B3 - Design Documents						
B3.1 Construction Plans						0
Title Sheet (1)				2		2
General Plan (1)		2	4	4		10
General Notes (1)		2	8	4		14
Safety and Phasing Plans (1)		2	8	4		14
Safety and Phasing Plans Notes and Details (1)		2	8	8		18
Existing Conditions Plan (1)		2	8	4		14
Demolition and Erosion & Sediment Control Plan (1)		2	8	4		14
Erosion & Sediment Control Details (1)		2	8	4		14
Fence Plan (1)		2	16	4		22
Fence Details (2)		2	8	8		18
B3.2 Specifications		8	40			48
B3.3 Construction Safety & Phasing Plan Checklist		4	16			20
B3.4 Opinion of Probable Construction Costs		8	24			32
B3.5 Bid Proposal		4	8			12
B3.6 Construction OE/AAA			2			2
B3.7 Design Narrative		2	16			18
B3.8 ALP Update		2		4		6
B3.9 Quality Assurance	16	4	4	4		28
B3.10 Submittal preparation/distribution		4			8	12
	16	73	248	62	16	415
	\$93.00	\$60.00	\$44.00	\$44.00	\$30.00	
	\$1,488.00	\$4,380.00	\$10,912.00	\$2,728.00	\$480.00	\$19,988.00

<u>Mileage by Task</u>	Mileage
	0
Total Miles:	0
 <u>Expenses</u>	
Mileage @ \$0.625/mile	\$0
Meals/Lodging:	\$0
Printing, Postage, etc.:	\$0
Total Expenses:	\$0
 <u>Subconsultants</u>	
Total Subconsultants:	\$0

PAYROLL	\$19,988
OVERHEAD (102.74%)	\$20,536
TOTAL PAYROLL FEE	\$40,524
PAYROLL PROFIT (10%)	\$4,052
EXPENSES	\$0
SUBCONSULTANTS	\$0
TOTAL FEE:	\$44,576

ARTICLE C - BIDDING SUPPORT

Tasks:	Principal Engineer	Project Manager	Civil Engineer	CADD Tech	Administrative Support	TOTAL
C.1 Prepare Legal Notice		2				2
C.2 Document Distribution		8				8
C.3 Prebid Meeting		8				8
C.4 Prepare and Distribute Addenda (2 Assumed)		8	8	8	8	32
C.5 Attend Bid Opening and Review Bid Proposals		12				12
C.6 Bid Tabulation		2	4			6
C.7 Recommendation of Award		2	2			4
C.8 Conformed Construction Documents	2	2	4	16		24
TOTAL HOURS	2	44	18	24	8	96
RATES	\$93.00	\$60.00	\$44.00	\$44.00	\$30.00	
PAYROLL	\$186.00	\$2,640.00	\$792.00	\$1,056.00	\$240.00	\$4,914.00

Mileage by Task

	Mileage
C.3 (Round trip - Bedford NH Office to Rochester NH)	100
C.5 (Round trip - Bedford NH Office to Newington NH)	110
Total Miles:	210

Expenses

Mileage @ \$0.625/mile	\$131
Meals/Lodging	\$0
Printing, Postage, etc :	\$700
Total Expenses:	\$831

PAYROLL	\$4,914
OVERHEAD (102.74%)	\$5,049
TOTAL PAYROLL FEE	\$9,963
PAYROLL PROFIT (10%)	\$996
EXPENSES	\$831
SUBCONSULTANTS	\$0
TOTAL FEE:	\$11,790

Subconsultants

ARTICLE D - PROJECT ADMINISTRATION

Tasks:	Principal Engineer	Project Manager	Project Engineer	CADD Tech	Administrative Support	TOTAL
D.1 Scoping Meeting	2	4				6
D.2 Develop Scope of Work	2	8				10
D.3 NHDOT Grant Applications		2	8		16	26
D.4 Prepare Reimbursement Requests (5 assumed)		6			10	16
D.5 Project Management, Reporting, Team Meetings (8)	2	16	16			34
D.6 Meetings (4 in-person, 5 virtual)		40				40
D.7 Project Closeout		8			4	12
TOTAL HOURS	6	84	24	0	30	144
RATES	\$93.00	\$60.00	\$44.00	\$44.00	\$30.00	
PAYROLL	\$558.00	\$5,040.00	\$1,056.00	\$0.00	\$900.00	\$7,554.00

<u>Mileage by Task</u>	Mileage
D.6 Natural Resource Agency (Round trip - Bedford NH Office to Concord NH)	50
D.6 Rochester CONCOM (Round trip - Bedford NH Office to Rochester NH)	100
D.6 Rochester Planning Brd Preapp. (Round trip - Bedford NH Office to Rochester NH)	100
D.6 Rochester Planning Brd Hearing (Round trip - Bedford NH Office to Rochester NH)	100
Total Miles:	350

PAYROLL	\$7,554
OVERHEAD (102.74%)	\$7,761
TOTAL PAYROLL FEE	\$15,315
PAYROLL PROFIT (10%)	\$1,531
EXPENSES	\$219
SUBCONSULTANTS	\$0
TOTAL FEE:	\$17,065

Independent Archaeological Consulting, LLC
 34 Dover Point Road, Suite 300
 Dover, New Hampshire 03820

Phase IA Archaeological Sensitivity Assessment
 Skyhaven Airport
 Rochester, New Hampshire

March 15, 2023

Objective: Evaluate sensitivity of approximately 12.7-acre (3.3-mi) fence installation project area		# Hours	Hourly Rate	Total Cost
Project Management	Principal Investigator	1	\$105.00	\$ 105.00
Pre-Fieldwork Preparation*	GIS Specialist	1	\$62.00	\$ 62.00
Background Research	Principal Investigator	4	\$105.00	\$ 420.00
Site Inspection/DigSafe**	Principal Investigator	8	\$105.00	\$ 840.00
Site Inspection/DigSafe**	Project Archaeologist	8	\$75.00	\$ 600.00
Analysis & Assessment	Principal Investigator	2	\$105.00	\$ 210.00
Labwork	Archaeological Technician	2	\$62.00	\$ 124.00
Report Preparation	Principal Investigator	4	\$105.00	\$ 420.00
Report Preparation	Archaeological Technician	4	\$62.00	\$ 248.00
Miscellaneous	Supplies, postage, photocopies			\$ 50.00
Total for Phase IA Archaeological Sensitivity Assessment				\$ 3,079.00

*Pre-fieldwork prep includes: generating or formatting shapefiles for use with field GPS unit

**Crew will flag for DigSafe as necessary if Phase IB testing is recommended and likely to proceed

The Phase IA scope consists of an online site file review of New Hampshire Division of Historical Resources online database as well as review of secondary historic sources, maps, and photographs of the project area. We also conduct a site inspection to look for landforms suitable for Pre-Contact habitation or hunting/gathering sites and Post-Contact features (e.g., cellarholes) Our final report offers an assessment of whether archaeological resources are known or expected to be present within the project area, and whether a Phase IB intensive archaeological investigation is recommended.



CREDERE ASSOCIATES, LLC

776 Main Street
Westbrook, Maine 04092
Phone: 207-828-1272
Fax: 207-887-1051

March 15, 2023
P-23-37a

Mr. John Pelletier, PE
Project Manager/Aviation
Jacobs
2 Executive Park Drive, Suite 205
Bedford, New Hampshire 03110
Via E-mail: John.Pelletier@Jacobs.com

**SUBJECT: Proposal for Soils Investigation & Geotechnical Input
Skyhaven Airport – Perimeter Fence
Rochester, New Hampshire**

Dear Mr. Pelletier:

Credere Associates, LLC (Credere) is pleased to submit this proposal to provide soil investigation services to support the project referenced above. Our project understanding is based on your email dated March 12, 2023, and our conversation on March 15, 2023. The following sections provide a review of the proposed scope of work and Credere's associated costs to complete the work. Credere is an SBA certified 8(a) disadvantaged woman-owned small business.

Proposed Scope of Work

Assumptions

It is assumed that Jacobs will mark the boring locations in the field. Access to the Site will be coordinated with Jacobs and the Airport Manager (Phone: 603-834-3299, Andrew Pomeroy). According to Jacobs, the proposed exploration area (the northern property boundary) has delineated wetlands throughout, and borings have been spaced to avoid the wetlands to the extent possible. No permit is required to drill in the wetland or near wetland areas. Additionally, shallow bedrock may be encountered. No infiltration tests will be required. No survey will be required. No badging is necessary. No special safety barricades will be required. Credere and the driller will use the appropriate personnel protective equipment (PPE, i.e., high visibility vest, hard hats, hearing protection). The use of flashing lights on vehicles and safety cones to mark the work area will not be necessary but can be used if requested. All Credere employees and subcontractors are OSHA trained.

Field Activities

Prior to the start of the field activities, Credere will coordinate with DigSafe, as well as other local non-member utilities to pre-mark the locations of non-private underground utilities. In addition, Credere will contract with a private utility locator to clear boring locations of airport-owned underground utilities.

CredeRe shall subcontract with a driller (Northern Test Boring, Gorham Maine) to complete the subsurface exploration program provided by Jacobs, which consists of ten (10) soil borings. The proposed boring locations are attached as the "Boring Request Location Sketch".

The test borings will be advanced using standard hollow-stem auger techniques (ASTM D-1452) to a minimum of 6 feet. Standard Penetration Tests (ASTM D-1586) shall be conducted, and split spoon samples will be collected continuously throughout drilling. If shallow bedrock is encountered (i.e., less than 5 feet below the ground surface), the borehole will be advanced using a core barrel 5 feet into the bedrock.

All explorations will be overseen and logged by CredeRe personnel. The soils encountered will be classified based on the modified Burmister and Unified Soil Classification Systems. Depth to groundwater will be recorded when it is observed.

All test borings will be backfilled with auger cuttings and/or silica sand to grade.

Laboratory Testing

At this time, no other laboratory testing has been requested.

Geotechnical Letter Report

Upon completion of the field activities and receipt of any laboratory testing results, CredeRe will prepare a brief letter report summarizing our findings including borings logs. This letter report will be provided in an electronic (PDF) format. If required, the report will be stamped by a New Hampshire Professional Engineer.

Schedule

We understand that Jacobs anticipates this field work to be authorized in the late summer/early fall of 2023. Please note that at this time drilling contractors require 6 to 8 weeks lead time prior to the commencement of field work. We anticipate two to three field days to complete the borings with a final report will be issued approximately 2 weeks after the completion of the field work. This schedule can be adjusted if required.

Cost Proposal

The project will be billed on a not-to-exceed lump sum basis in accordance with our attached General Provisions. A cost breakdown is provided below:

Initial Site Visit:	
DigSafe and private utility clearance (DigSmart)	\$2,200
Field Activities (anticipated 1 day on-site)	
CredeRe Oversight	\$2,500
Drilling Subcontractor	\$6,600
Letter Report	\$2,000
	Total Estimated Budget: \$13,300
	Contingency 10%: \$1,330
	Not to Exceed Cost: \$14,630



Additional tasks completed outside this proposed scope of work will be billed on a time and materials basis (see attached Standard Rates). We will notify you if a requested task falls outside of the original scope of work prior to completing the task.

Authorization to Proceed

A signature line is presented below for you to authorize and provide notice to proceed with the scope of work as described above, and to provide acceptance of the attached General Provisions.

We look forward to the opportunity of working with you on this project. If you should have any questions or require clarification on any element of this proposal, please do not hesitate to contact me at (207) 828-1272 x 39 or via e-mail at tpatten@crederelle.com.

Sincerely,
Creder Associates, LLC



Theresa Patten, P.E.
Owner, Geotechnical Engineer

Accepted By: _____
Jacobs

Date

Attachments:

- Figure "Boring Request Location Sketch"
- Standard Rates
- General Provisions





CREDERE ASSOCIATES, LLC

776 Main Street
Westbrook, Maine 04092
Phone: 207-828-1272
Fax: 207-887-1051

Standard Labor Rates Credere Associates, LLC 2023

<u>Personnel</u>	<u>Rate/Hour</u>
Principal-in-Charge/Program Manager/QC Manager	\$170
Senior Project Manager/Senior Technical Lead	\$150
Project Manager/Technical Lead	\$125
Engineer III/Geologist III	\$115
Assistant Project Manager/Assistant Technical Lead	\$105
Engineer II/Geologist II	\$105
Engineer I/Geologist I	\$95
Environmental Scientist/Specialist I/II/III	\$85/\$95/\$105
Chemist I/II/III	\$85/\$95/\$105
Hazardous Building Materials Specialist I/II/III	\$85/\$95/\$105
CAD-GIS Specialist I/II/III	\$85/\$95/\$105
Administrative Assistant	\$60

<u>Other Direct Costs</u>	<u>Rate</u>
Communication Fee	3% of labor costs
Milcage	Current IRS Rate (\$TBD/mile)
Copies	\$0.20 per copy
Large Plots	\$10.00 per copy
Level C Safety Field Supplies	\$125/day
Level D Safety Field Supplies	\$30/day
Decontamination Supplies	\$15/day
Photoionization Detector (PID)	\$101/day; \$243/week
Photoionization Detector (ppb Rae)	\$170/day; \$480/week
Rugged Reader/Field PC	\$60/day
Multi-gas Mcter	\$71/day
Soil Sampling Equipment	\$20/day
Groundwater Sampling Equipment	\$345/day (minimum)
Expendable Groundwater Sampling Equipment	\$30 to \$150/well
Soil Gas Sampling Equipment	\$270/day
Soil Gas Sampling Point Supplies	\$35/point
XRF	\$500/day; \$1,500/week
GPS	\$140/day; \$550/week
Metal Detector	\$25/day
Subconsultant/Subcontractor Expenses	cost +10%
Direct Expenses	cost



CREDERE ASSOCIATES, LLC



General Provisions

Fees for Consulting Services

Fees for consulting services are based on a lump sum fee as specified in the proposal. This fee includes both direct salary costs and non-salary expenses.

On-Site Services During Construction

Should CREDERE's work be provided on the job site during project construction, remedial action or other site activities, it is understood that, in accordance with generally accepted construction practices, the construction contractor will be solely and completely responsible for working conditions on the job site, including health and safety of all persons and property during the performance of the work, and compliance with OSHA, NIOSH, USEPA, and other applicable regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the construction contractor's performance conducted by CREDERE personnel is not intended to include review of the adequacy of the construction contractor's health or safety measures in, on, or near the construction site.

It is further understood that field services provided by CREDERE personnel will not relieve the contractor of his responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications.

Disclosure of Hazards

CREDERE will take reasonable precautions for the health and safety of our employees while at the site with consideration for the available information regarding existing hazards. You will furnish to CREDERE, at the time of your authorization to proceed, all information concerning oil, hazardous, toxic, radioactive or asbestos material in, on, or near the site presenting a potential danger to human health or the environment. v

CREDERE has neither created nor contributed to the creation or existence of any actual or potentially hazardous, radioactive, toxic or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site. Except to the extent that CREDERE expressly and in writing agrees to be legally responsible for presence, storage, treatment, disposal, or arrangement for disposal (collectively, "Disposal") of any substance or site (which substance and site shall be expressly identified), you agree to release and waive and to hold harmless and indemnify CREDERE for all claims, costs, response costs, removal costs, liabilities, attorneys fees, and damages, including natural resource damages and consequential damages against CREDERE, its officers, directors and employees, its subconsultants and their officers, directors and employees arising from or in any way connected with the Disposal of such substances. Except to the extent that CREDERE expressly and in

writing agrees otherwise, in the event that CREDERE executes shipping papers or manifests for transportation of such substances, CREDERE does so only as your agent or representative and not for purposes of arranging for disposal or as a generator of such substances.

Right of Entry

Unless otherwise agreed, you will furnish right-of-entry on the land for CREDERE to make planned investigations. CREDERE will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from CREDERE operations. If CREDERE is required to restore the land to its former condition, this will be accomplished and the cost will be added to CREDERE's fee.

Damage to Latent Underground Structures

Reasonable care will be exercised in locating underground structures in the vicinity of proposed investigations and construction. This will include contact with the local agency coordinating subsurface utility information and a review of plans provided by you or your representatives for the site to be investigated. CREDERE shall be entitled to rely upon any plan provided. If the location of underground structures are not known or cannot be confirmed, then there will be a degree of risk to you associated with conducting the explorations. In the absence of confirmed underground structure locations, you agree to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work.

Samples

All samples of soil, water, waste, or other materials collected from the site will be disposed of 30 days after completion of laboratory testing unless you make other arrangements at the time you accept our proposals or unless applicable law requires their retention. CREDERE will either (1) dispose of such samples by contract with a qualified waste disposal contractor; or (2) will ship such samples to a location selected by you for final disposal. You agree to pay all costs associated with the storage, transport, and disposal of samples and to indemnify CREDERE for any liability arising therefrom. In the event any samples must be stored by CREDERE for a period in excess of 30 days after completion of laboratory testing, you agree to pay an additional fee for storage as determined by CREDERE.

Invoices

Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Payments not received within 30 days will be assessed a late fee at 1.5% of the total amount outstanding per month. In the event CREDERE engages counsel to enforce overdue payments, you will reimburse CREDERE for all reasonable attorneys' fees and court costs.



Ownership of Documents

The OWNER acknowledges CREDERE reports and documents as instruments of professional service. The reports and documents prepared under this PROJECT shall become the joint property of the OWNER and CREDERE upon completion of the work and payment in full of all moneys due to CREDERE. Both during the term of this Agreement and after its termination, CREDERE may not distribute or publish such Documents without the prior written approval of the OWNER. CREDERE may use the Documents and the information contained in them for use on other projects and its business generally.

Reuse of documents by the OWNER for other than their intended use on this project without written authorization by the CREDERE will be at the OWNER's risk. OWNER shall indemnify and hold the CREDERE harmless from any claims, losses or damages, including attorneys fees, arising from the Owner's use of documents without the consent and active participation of CREDERE.

CREDERE will retain all pertinent records relating to the services performed for a period of six years following submission of CREDERE report, during which period of the records will be made available to you at all reasonable times.

Confidentiality

CREDERE will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. We will not disclose such information without your consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order or governmental directive; and/or (4) protection of CREDERE against claims or liabilities arising from the performance of services under this Agreement. Our obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

Notwithstanding such confidentiality, CREDERE may comply with any federal, state, county and local laws, regulations, ordinances and applicable codes regarding the reporting to the appropriate public agencies of findings with respect to potential dangers to public health, safety, or the environment. CREDERE shall have no liability or responsibility to you or to any other person or entity for reporting or disclosures made in accordance with such statutory or other lawful requirements, and you shall defend, indemnify and hold us harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorneys' fees, incurred by us and related to our reporting or disclosing such information under a good-faith belief or upon advice of counsel that such reporting or disclosure is required by law.

Insurance

The ENGINEER shall provide the OWNER with certificates of insurance satisfactory to the OWNER.

The ENGINEER shall carry insurance furnishing benefits in accordance with Maine law or such other worker's compensation requirement as may pertain. The ENGINEER shall carry insurance coverage for employer's liability, general liability, including broad form coverage, and automobile liability, in the amounts listed on the certificate of insurance. The ENGINEER shall also carry insurance coverage for valuable papers for the restoration of plans, field notes, drawings, computations, specifications or other Documents in the event of loss or destruction of such materials in the custody of the ENGINEER, in an amount sufficient to cover the cost of restoration.

Professional Liability Insurance Coverage. The ENGINEER shall carry professional liability insurance.

Standard of Care

In accepting this Agreement for consulting services, you acknowledge the inherent risk associated with asbestos, oil, hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions as well as with construction. You acknowledge that CREDERE services often require decisions which are not based upon exact science but rather upon judgmental considerations. In performing our professional services, CREDERE will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. CREDERE makes no express or implied warranty beyond our commitments to conform to this standard.

Any action against CREDERE on account of any alleged error or omission in our report or other activities must be brought within six years of the rendition of such report or the completion of our services.

Limitation of Liability

You hereby agree to and do limit the liability of CREDERE or any person or entity for which it is responsible, to the amount paid to CREDERE under this agreement, or to the amount of \$50,000, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted, including fraud and misrepresentation.

In addition, you hereby agree to and do limit all claims of loss, damage or expense of any type arising out the scope of this agreement, including claims for attorneys fees, to claims against CREDERE ASSOCIATES, LLC, a limited liability company, and you hereby waive all claims against any officer, member or employee of CREDERE.



Precedence

These conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

Severability

If any of these conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform these conditions to replace any such invalid or unenforceable provisions with a valid and enforceable provisions that comes as close as possible to the intention of the stricken provision.

Survival

These conditions shall survive the completion of CREDERE's work on this project and the termination of CREDERE's work for any cause.

Governing Law

The validity and interpretation of this agreement shall be governed by the law in the State of New Hampshire.



February 16, 2023

Mr. John Pelletier
Project Manager
Jacobs
Two Executive Park Drive
Bedford, NH 03110

Subject: Proposal for Wetlands Delineation & Permitting
Wildlife Perimeter Fence
Skyhaven Airport

Dear Mr. Pelletier:

197 LOUDON RD
SUITE 310
CONCORD NH 03301
603.856.7854

Headquarters
115 GLASTONBURY BLVD
GLASTONBURY CT 06033
860.659.1416

10 CABOT RD
SUITE 101B
MEDFORD, MA 02155
617.776.3350

6 CHESTNUT ST
SUITE 110
AMESBURY MA 01913
978.388.2157

200 MAIN ST
PAWTUCKET RI 02860
401.726.4084

12802 TAMPA OAKS BLVD
SUITE 110
TAMPA, FL 33637
813.459.1173

GM2 Associates Inc. (GM2) is pleased to submit this proposal to provide wetlands delineation and permitting services for a proposed wildlife perimeter fence at Skyhaven Airport in Rochester, NH.

Scope of Services

Task 1 – Wetland Delineation

GM2 will field delineate wetlands and surface waters within the area shown on the attached map. Wetlands within approximately 40 feet from the property line will be delineated. The wetland delineation will be conducted by a NH Certified Wetland Scientist (CWS) in accordance with the US Army Corps of Engineers (ACOE) 1987 Methodology and the ACOE Northcentral and Northeast Region Supplement (2012). Ordinary high water (OHW) and top of bank (TOB) will also be delineated as necessary. Individually labeled flags will be placed in the field to designate the wetland boundaries. The wetland flags will be located using a handheld Trimble GPS unit. The GPS data will be downloaded and provided electronically to Jacobs.

Federal wetland classifications will be assigned in accordance with "Classification of Wetlands and Deepwater Habitats of the United States" (Federal Geographic Data Committee, 2013). U.S. Army Corps of Engineers (USACE) wetland delineation data forms will be completed for each wetland community delineated and representative photographs of the study area will be taken. Wetland functions will be assessed in accordance with the ACOE New England District Highway Methodology Workbook Supplement (1999) and NHDES Wetlands Functional Assessment worksheets will be completed.

A brief summary memo will be prepared to document the wetland delineation. Attachments to the memo will include a wetland delineation map, representative photographs, wetland delineation field data forms, and functional assessment worksheets. The memo will be provided to Jacobs within 21 days of completing the field work.

Task 2 – Additional Wetland Delineation

Since the proposed location of the fence may be adjusted, this task includes a separate site visit to delineate additional areas if needed. This task includes an

additional day in the field to flag wetland boundaries. Wetland flags will be located with GPS. The GPS data will be downloaded and provided electronically to Jacobs.

Additional wetland delineation data forms and functional assessments will be completed as necessary. The summary memo and attachments described in Task 1 will be revised to include the additional wetland information.

Task 3 – Wetland Permitting

GM2 will prepare permitting documents for filing with the NHDES Wetlands Bureau, in accordance with the Wetlands Rules, effective December 15, 2019. A Major Impact permit is assumed. GM2 will assemble the list of abutting property owners and mail the required notifications.

GM2 will coordinate with NHDES and USACE to determine mitigation requirements. It is assumed that wetland mitigation will be covered by the Airport's existing mitigation agreement with NHDES. If additional mitigation is required, GM2 will identify potential opportunities, including payment to the Aquatic Resource Mitigation (ARM) Fund.

GM2 will submit a draft permit application package to Jacobs and the Airport for review and will revise the package in response to comments prior to submitting a final package. If a Request for More Information (RFMI) is received from NHDES, GM2 will prepare a response.

It is assumed that Wetland Impact Plans and Erosion Control Plans will be prepared by Jacobs. A Wetland Scientist from GM2 will stamp the Wetland Impact Plans.

GM2 will coordinate with USACE and submit the required information with the NHDES Wetlands Permit application. It is assumed that the project will qualify for coverage under a General Permit and an Individual Permit application will not be required.

Task 4 – Rochester Conditional Use Permit

A Conditional Use Permit will be prepared and filed with the Rochester Conservation Commission and Planning Board, in accordance with Rochester's Conservation Overlay District.

Task 5 – Documented CatEx

It is assumed that the project is Categorically Excluded under FAA Order 1050.1F Section 5-6.4(f) and will not involve extraordinary circumstances that would require the preparation of a NEPA Environmental Assessment. GM2 will prepare a Documented CatEx for submittal to NHDOT Bureau of Aeronautics. This will include completing a Documented CatEx form, preparing supporting documentation, and completing the following reviews:

- Cultural Resources – GM2 will prepare a Request for Project Review (RPR) for submittal to the NH Division of Historical Resources. Archaeological and historic resource surveys, if required, would be completed by others. Assuming the project has no effect on cultural resources, GM2 will prepare a Section 106 Memorandum of No Effect and submit it to NHDOT Bureau of Aeronautics.
- Threatened and Endangered Species – GM2 will request information on rare, threatened, and endangered species from the NH Natural Heritage Bureau and the US Fish and Wildlife Service (USFWS) and will follow-up with these agencies as necessary. It is assumed that the online determination keys in USFWS's Information for Planning and Consultation (IPaC) website will be used for NLEB consultation. A bat acoustic survey is assumed to not be required. GM2 will prepare and submit the required information for consultation with the NH Fish and Game Department for state-listed species if needed.

Task 6 – Meetings and Coordination

GM2 will prepare for and attend up to two (2) meetings with NHDES and up to two (2) meetings with the Rochester Conservation Commission. Preparation for and attendance at one public hearing is also included, if determined to be necessary.

GM2 will also coordinate with Pease Development Authority and Jacobs as needed during the project.

Although fence installation isn't listed under the NHDES Alteration of Terrain General Permit by Rule project categories, prior correspondence with the NHDES AoT Bureau has determined that a waiver can be requested to allow the project to be conducted under a General Permit by Rule since it will have limited effect on stormwater runoff. GM2 will prepare a waiver request for submittal to NHDES.

Assumptions:

- Archaeological and historic resource surveys are not included.
- Plans for the permit applications will be prepared by Jacobs.
- Permit application and mitigation fees will be paid by Pease Development Authority.
- GM2 will coordinate with the Airport Manager if access to the active aircraft area is needed for any site visits.

Proposed Lump Sum Fee:

Task 1 – Wetland Delineation	\$6,550
Task 2 – Additional Wetland Delineation	\$3,878
Task 3 – Wetland Permitting	\$11,000
Task 4 - Rochester Conditional Use Permit	\$1,920
Task 5 – Documented CatEx	\$9,150
Task 6 – Meetings and Coordination	\$5,850
Total	\$38,348

Fees are provided as lump sums and invoices will be submitted monthly based on percentage complete.

Please contact me at jriordan@gm2inc.com or 603-724-4950 if you have any questions or comments.

Sincerely,



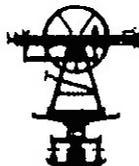
Jennifer Riordan
Senior Environmental Scientist
GM2 Associates, Inc.



NORWAY PLAINS ASSOCIATES, INC.

LAND SURVEYORS • SEPTIC SYSTEM DESIGNERS • CIVIL ENGINEERS

P.O. Box 249
2 Continental Blvd.
Rochester, NH 03866-0249
603-335-3948
www.norwayplains.com



P.O. Box 268
31 Mooney Street
Alton, NH 03809-0268
603-875-3948

February 22, 2023

Jacobs Engineering Group, Inc.
Attn: John Pelletier, P.E.
Two Executive Park Drive
Bedford, NH 03110

Via Email: john.pelletier@jacobs.com

**RE: Wildlife Perimeter Fence Survey.- Tax Map 243, Lot 18
Skyhaven Airport, Rochester, Strafford County, New Hampshire**

Dear Mr. Pelletier:

Thank you for the opportunity to provide you with a proposal for the above referenced project. The scope of work outlined in detail below is per the RFP provided by your company. Those items include:

- Survey work shall be tied to the New Hampshire State Plane Coordinate System (1983) and NAVD 1988 utilizing the Airport Control Network. Airport control points believed to still be intact are shown on the attached sketch.
- All survey data shall be expressed in international feet.
- Establish temporary recoverable control points (iron pins, PK nails, drill holes or other) within the project work area indicated on the provided sketch to assist with construction layout. (Minimum of 3 ea.)
- Level of detail of surveyed information shall include:
 - The property line and adjacent land ten feet on each side
 - The extent of the current wildlife fence
 - All grade breaks, swale lines, flow lines, low points, top and bottom of slopes
 - All edges of pavement, pavement joints, and pavement markings
 - Pavement Core/Soil Boring Locations
 - All markers, signs, fence lines, gates, and foundations
 - All catch basins, manholes, handholes, underdrain clean-out covers, utility structures, street boxes, valves, hydrants and shutoffs
 - For storm drainage and sewer structures include pipe size, invert elevations, and flow direction. Include lines that may cross the work area
 - For electrical manholes/handholes include rim/sump elevations and elevations of the upper most conduits in the structure
 - All utilities (gas, electric, water, sewer, aviation fuel, storm drainage) both above grade and below

- Survey elevation data shall be to the nearest 0.02 ft. for all points on the paved surfaces and to the nearest 0.1 ft. for all points in turf.
- Data shall include surveyed points taken on a grid and any other interval required to show the required level of detail outlined above. Maximum grid shall be 40' intervals.
- Survey information shall be provided to Jacobs in an AutoCAD 2018/Civil 3D 2018 on CD's or via electronic transfer. This information shall include all pertinent surface files and a drawing file (fully contoured at 0.5 foot intervals) containing all of the survey data, including the surveyed point information.
- List of definitions for all point descriptions, control points, and a copy of the survey field notes to be provided as part of the final deliverables.

The cost of our services is based on actual time charges, but we submit this proposal as a cost not to exceed \$22,000.

Survey Option

Locate wetland flags / Add locations to survey plan. \$2,500.

Any additional work requested or required that is not included in the stated scope of services will be billed separately at our standard hourly rates. A schedule of our hourly rates is attached for your reference.

Final deliverables will be provided within 21 days after fieldwork is completed.

NPA will send progress invoices on a thirty (30) day basis. Payment is due upon receipt. **Payments made by credit card will be charged a 3.5% processing fee.** Accounts overdue thirty (30) calendar days from the date of billing will be subject to a service charge of 1.5% per month (18% per year) of the unpaid balance. Should collection procedures become necessary, you will be responsible for our attorney fees, in addition to the principal balance and service charge. In addition, we may, without liability, after giving seven (7) calendar days advance written notice to you, suspend services under this agreement until we have been paid in full all amounts due for services, expenses, and other related charges.

Any contest of an invoice by you must be made in writing indicating the reason for the contest within fifteen (15) calendar days of receipt of the invoice. You may withhold only that portion so contested and must pay the undisputed portion of the invoice when due.

Please sign and return one copy of the proposal as well as a copy of the attached Terms & Conditions bearing your initials in the space provided as evidence of your understanding of the scope of our services and acceptance of our fees, billing practices, and terms and conditions. This proposal is valid for a period of 30 days from the date of the proposal.

We look forward to working with you on this project. Please do not hesitate to contact me with any questions or comments.

Respectfully Submitted,
Norway Plains Associates, Inc.


Randolph R. Tetreault, LLS, CWS
President / Project Manager



Accepted By: _____ Date: _____
(Signature)

Printed Name: _____ Title: _____
(if applicable)

Please circle one: Owner -or- Responsible Party

NORWAY PLAINS ASSOCIATES, INC.

TERMS AND CONDITIONS:

Norway Plains Associates, Inc. shall perform the services outlined in the preceding agreement (attached) for the stated fee arrangement (attached). "CLIENT" is defined as the entity described in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Norway Plains Associates, Inc. is hereby referenced as "NPA."

Ownership of Documents:

All documents, data, and digital information, including but not limited to reports, letters, CAD files, pdf's, raw coordinate data, etc., produced by NPA under this agreement shall remain the property of NPA and may not be used by the CLIENT for any purposes other than those described in the agreement (attached) without the written consent of NPA.

Access to the Site:

Unless otherwise stated, NPA will have access to the site for activities necessary for the performance of the services described in the agreement. NPA will take reasonable precautions to minimize any damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Jobsite Safety:

In performing construction observation visits to the jobsite, NPA shall have no control over or responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the construction. These are solely the responsibility of the Contractor, who is also responsible for complying with all health and safety precautions as required by any and all regulatory agencies. Jobsite safety is the responsibility of the general contractor, who has control over the construction employees at the jobsite, and not the responsibility of NPA.

Witness Fees:

NPA's employees shall not be retained as expert witnesses except by separate, written agreement. The CLIENT agrees to pay NPA's legal expenses, administrative costs and fees pursuant to NPA's then current fee schedule for NPA to respond to a subpoena.

Billing /Payment:

NPA will send progress invoices on a thirty (30) day basis. Payment is due upon receipt. Payments made by credit card will be charged a 3.5% processing fee. Accounts overdue thirty (30) calendar days from the date of billing will be subject to a service charge of 1.5% per month (18% per year) of the unpaid balance. Should collection procedures become necessary, you will be responsible for our attorney fees, in addition to the principal balance and service charge. In addition, we may, without liability, after giving seven (7) calendar days advance written notice to you, suspend services under this agreement until we have been paid in full all amounts due for services, expenses and other related charges.

Indemnification:

NPA and CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation:

In recognition of the relative risks and benefits of the project to both the CLIENT and NPA, the CLIENT agrees, to the fullest extent permitted by law, to limit NPA's total liability to the CLIENT, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of \$25,000.00, the amount of NPA's fee (whichever is greater), or an amount agreed upon added under Special Conditions in the contract.

Termination of Services:

This agreement may be terminated upon ten (10) calendar days written notice by either party should the other fail to perform his obligations hereunder through no fault of the terminating party. In the event of termination, the CLIENT shall pay NPA for all services rendered up to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Dispute Resolution:

As a prerequisite for filing a negligence suit, the CLIENT agrees to obtain a Certificate of Merit. Any claim or dispute between the CLIENT and NPA shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified this agreement shall be governed by the laws of the State of New Hampshire no matter where the project is located.

Assignment of Contract:

NPA may assign this agreement to a successor-in-interest to NPA upon thirty (30) calendar days advance written notice to the CLIENT.



Client Initial

Date

NPA Initial

Date

RPT 2/22/2023

Please return initialed agreement with signed proposal and retainer to NPA at PO Box 249, Rochester, NH 03866. Thank you!

NORWAY PLAINS ASSOCIATES, INC.

LAND SURVEYORS • SEPTIC SYSTEM DESIGNERS • CIVIL ENGINEERS

SCHEDULE OF HOURLY RATES – 2023

ENGINEERING

PROFESSIONAL ENGINEER	\$110/HR
PROJECT MANAGER	\$100/HR
ENGINEERING TECHNICIAN	\$75/HR
PROJECT COORDINATOR	\$75/HR
DRAFTER	\$70/HR
PROJECT ADMINISTRATOR	\$45/HR

SURVEY

LICENSED LAND SURVEYOR / PRINCIPAL	\$125/HR
CERTIFIED WETLAND SCIENTIST	\$125/HR
PROJECT MANAGER	\$100/HR
LICENSED LAND SURVEYOR (LLS)	\$90/HR
LLS – RESEARCH/CALCS/DRAFTING	\$85/HR
PROJECT COORDINATOR	\$75/HR
SEPTIC DESIGNER	\$75/HR
UAS SURVEY TECHNICIAN	\$75/HR
DRAFTER	\$70/HR
SURVEY TECHNICIAN	\$55/HR
PROJECT ADMINISTRATOR	\$45/HR

FIELD CREWS

1 PERSON FIELD CREW (FIELD TECHNICIAN)	\$75/HR
1 PERSON FIELD CREW w/ROBO/GPS	\$100/HR
1 PERSON FIELD CREW w/UAS	\$150/HR
2 PERSON FIELD CREW - (2 @ \$62.50 EA)	\$125/HR
2 PERSON LAYOUT CREW – (2 @ \$75.00 EA)	\$150/HR
3 PERSON FIELD CREW - (3 @ \$50 EA)	\$150/HR

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Appendix 2 – Project Organizational Chart

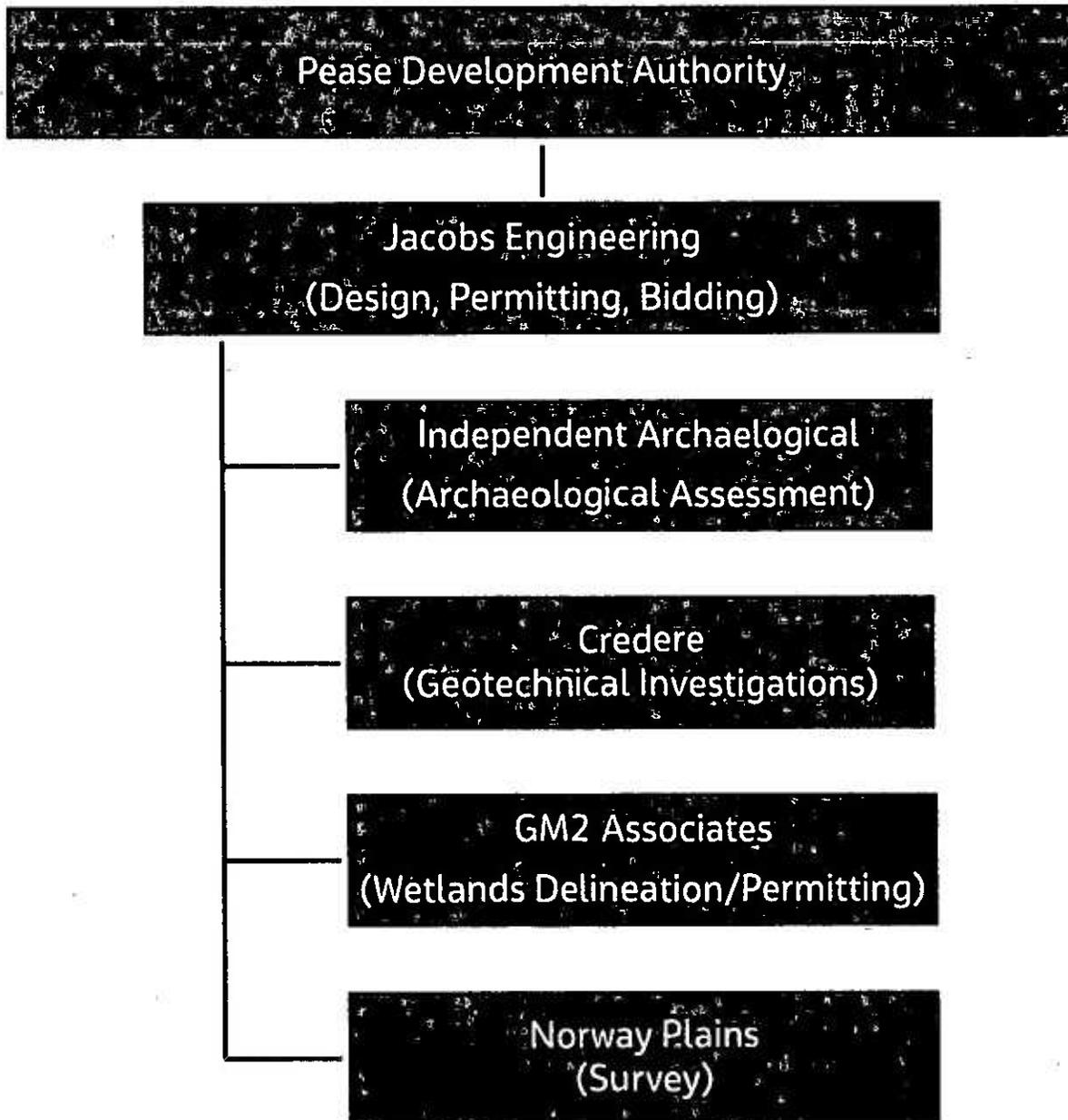
Skyhaven Airport

Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1

(Design, Permitting & Bidding)

SBG 15-XX-2023

Organizational Chart



Appendix 3 – Grant Assurances & AC Checklist



**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, 23, 25, 30, 32, 33, 34, and 37 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 Exclusive Rights and 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

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
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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 Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving 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 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- 4 Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- 5 Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots 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 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 (**[Selection Criteria: Sponsor Name]**), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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, 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 11/17/2022.

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 of 49 CFR Part 24 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.



FAA
Airports

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

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

Appendix 4 – Sponsor Certifications

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: SBG 15-XX-2023

Description of Work: Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1 (Design, Permitting & Bidding)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

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

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Skyhaven Airport

Address: 238 Rochester Hill Rd, Rochester NH

Location 2 (if applicable)

Name of Location: Jacobs Engineering Group Inc.

Address: 2 Executive Park Drive, Bedford, NH 03301

Location 3 (if applicable)

Name of Location: Pease Development Authority

Address: 55 International Drive, Portsmouth, NH 03801

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

Sponsor's Certification

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

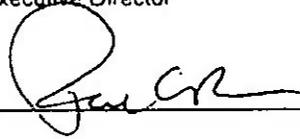
Executed on this 22 day of March, 2023

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official:



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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: SBG-15-xx-2023

Description of Work: Install Perimeter/Wildlife Fencing (Approx. 5,600 feet) - Phase 1 (Design, Permitting & Bidding)

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

Executed on this 22 day of March, 2023

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

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

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

Sponsor: Pease Development Authority
Airport: Skyhaven Airport
Project Number: SBG-15-xx-2023
Description of Work: Install Perimeter/Wildlife Fencing (Approx. 5,600 ft)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

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

Sponsor's Certification

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

Executed on this 22 day of March, 2023.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Pease Development Authority
Airport: Skyhaven Airport
Project Number: SBG-15-xx-2023
Description of Work: Install Perimeter/Wildlife Fencing (Approx. 5,600 ft)

Application

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

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

Certification Statements

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

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

Yes No N/A

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

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

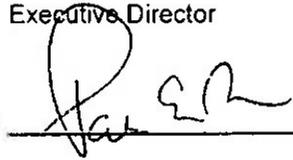
Executed on this 22 day of March, 2023.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____



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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: SBG-15-xx-2023

Description of Work: Install Perimeter/Wildlife Fencing (Approx. 5,600 ft)

Application

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

Certification Statements

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 11 day of March, 2023

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: 

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

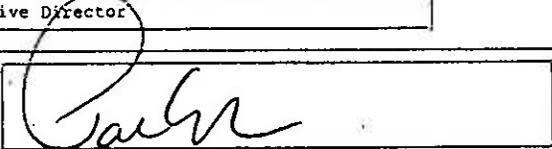
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION Peace Development Authority	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Paul Middle Name:
* Last Name: Breen	Suffix:
* Title: Executive Director	
* SIGNATURE: 	* DATE: 03/21/2023