



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

20



David Rodrigue, P.E.
Assistant Commissioner

Bureau of Aeronautics
August 20, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the City of Keene (Vendor Code 177417), SBG 08-29-2025, to complete the rehabilitation of Taxiway A, Taxiway A3, and Taxiway T (Construction – Phase III) at the Dillant-Hopkins Airport, Keene, NH. Federal and state participation in the amount of \$1,521,301.50 is effective upon Governor and Council approval through August 25, 2028. 94.7% Federal funds, 5.3% State funds.

Funding is available as follows: FY 2026

04-96-96-960030-6673	
FAA Projects	
034-500161 New Construction	\$ 1,521,301.50

EXPLANATION

A total of \$1,441,233 (90% of the total project cost for the Phase III portion of the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) project) is proposed to complete the rehabilitation of Taxiway A (approximately 3,500' x 35'), Taxiway A3 (approximately 440' x 35'), and Taxiway T (approximately 250' x 25') Construction – Phase III at the Dillant-Hopkins Airport, Keene, NH.

The prevailing qualified low bid for the final bidding efforts for this project was submitted by Casella Construction, Inc. The project commenced (August 2025) after Governor and Executive Council approval for a time extension for the two previously issued FAA grants (SBG 20 and SBG 23) on July 30, 2025, Item #21A. A bid tabulation is attached for reference, but please note that this grant is only funding a portion of the total cost of the bid (\$1,405,790). The grant amendment(s) for time were due to several issues with the timeliness of FAA funding availability and bidding issues, including inflation, and contractor interest in this project. This proposed project phase is the final FAA grant that will be issued to complete this project.

The original grant approvals are attached and as follows:

- SBG-08-20-2021 (G&C approval on August 4, 2021, Item #33, and amended by G&C on July 30, 2025 as Item # 21A)
- SBG-08-23-2021 (G&C approval on November 22, 2021, Item #36, and amended by G&C on July 30, 2025 as Item # 21A)

This project phase consists of the rehabilitation of parallel Taxiway A, Taxiway A3, and Taxiway T as well as some engineering construction services. Taxiways A, A3, and T were rehabilitated in 1979 and are now over 40-years old. FAA guidance expects that airport pavement should last a minimum of 20 years. The taxiway pavement conditions were rated as “fair” and in deteriorating condition by the 2017 Airport Master Plan. The pavements are

heavily oxidized and exhibit significant thermal, block, longitudinal and transverse cracking. Other components included as part of this project will include grading, pavement marking and erosion control.

This project benefits the state of the NH by making critical safety improvements to the airport infrastructure. The project breakdown is as follows:

Resident Engineering (McFarland Johnson, Inc)	\$ 195,580
Construction (Casella Construction Inc.)	\$ <u>1,405,790</u>
Total	\$ 1,601,370

The Department of Transportation accepts the Federal funds, \$1,441,233 for this project (Phase III) as a pass-through to the City of Keene in accordance with RSA 422:15. State participation in the amount of \$80,068.50 (5% of this project cost-Phase III) is also requested. The City of Keene will participate in the amount of \$80,068.50 (5% of this project cost-Phase III). The total cost of the Phase III airport development project, including state and local matching shares, is \$1,601,370.

A summary breakdown is as follows:

Phase III	PROJECT-RELATED		REQUESTED ACTION	
	Cost	%	Cost	%
FAA	\$ 1,441,233.00	90%	\$ 1,441,233.00	94.7%
State	\$ 80,068.50	5%	\$ 80,068.50	5.3%
City of Keene	\$ 80,068.50	5%		
Total	\$ 1,601,370.00	100%	\$ 1,521,301.50	100.0%

In the event that the Federal Funds are no longer available for these requested actions, 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.

The Department of Transportation has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Please note that the state funds are from the General Fund and have been previously approved in HB25-A, 2023, 113:1, XV,1, Capital Budget.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments
WC/tls



█ = Mathematical Error

Item Number	Description	Unit	Estimated Quantity	Casella Construction		Sargent Corporation		Kingsbury Company		Engineer DuBois & King Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid											
C-105-3-1	Mobilization	LS	1.00	\$ 330,600.00	\$ 330,600.00	\$ 320,000.00	\$ 320,000.00	\$ 430,000.00	\$ 430,000.00	\$250,000.00	\$250,000.00
M-001-4.1	Construction Safety and Phasing	LS	1.00	\$ 70,000.00	\$ 70,000.00	\$ 64,000.00	\$ 64,000.00	\$ 80,000.00	\$ 80,000.00	\$50,000.00	\$50,000.00
P-101-4.1	Pavement Removal	SY	27350.00	\$ 5.41	\$ 147,963.50	\$ 10.00	\$ 273,500.00	\$ 9.00	\$ 246,150.00	\$10.00	\$273,500.00
P-150-4.1	Pavement Marking Removal	SF	2800.00	\$ 4.66	\$ 13,048.00	\$ 3.50	\$ 9,800.00	\$ 5.00	\$ 14,000.00	\$3.00	\$8,400.00
P-150-4.2	Remove concrete Drainage Pipe (12"-48")	LF	97.00	\$ 42.26	\$ 4,099.22	\$ 30.00	\$ 2,910.00	\$ 52.00	\$ 5,044.00	\$21.00	\$2,037.00
P-150-4.3	Remove Edge Reflector	EA	66.00	\$ 84.26	\$ 5,561.16	\$ 30.00	\$ 1,980.00	\$ 72.00	\$ 4,752.00	\$50.00	\$3,300.00
P-150-4.4	Remove Airfield Guidance Sign	EA	7.00	\$ 915.40	\$ 6,407.80	\$ 450.00	\$ 3,150.00	\$ 2,119.00	\$ 14,833.00	\$750.00	\$5,250.00
P-152-4.1	Unclassified Excavation	CY	1600.00	\$ 31.19	\$ 49,904.00	\$ 50.00	\$ 80,000.00	\$ 39.00	\$ 62,400.00	\$25.00	\$40,000.00
P-154-5.1	Subbase Course	CY	440.00	\$ 75.70	\$ 33,308.00	\$ 100.00	\$ 44,000.00	\$ 139.00	\$ 61,160.00	\$65.00	\$28,600.00
C-102-5.1	Installation and Removal of Silt Fence	LF	8490.00	\$ 7.42	\$ 62,995.80	\$ 6.00	\$ 50,940.00	\$ 8.00	\$ 67,920.00	\$5.00	\$42,450.00
C-102-5.2	Erosion Control Matting	SY	20.00	\$ 10.03	\$ 200.60	\$ 6.00	\$ 120.00	\$ 34.00	\$ 680.00	\$8.00	\$160.00
C-102-5.3	Catch Basin Inlet Protection	EA	4.00	\$ 387.63	\$ 1,550.52	\$ 250.00	\$ 1,000.00	\$ 708.00	\$ 2,832.00	\$900.00	\$3,600.00
C-102-5.4	Temporary Seed	AC	1.00	\$ 5,572.00	\$ 5,572.00	\$ 2,800.00	\$ 2,800.00	\$ 8,600.00	\$ 8,600.00	\$7,500.00	\$7,500.00
C-102-5.5	Straw Waffle	LF	60.00	\$ 8.72	\$ 523.20	\$ 15.00	\$ 900.00	\$ 9.00	\$ 540.00	\$13.00	\$780.00
C-102-5.6	Stabilized Concrete Entrance	LS	1.00	\$ 3,740.92	\$ 3,740.92	\$ 7,500.00	\$ 7,500.00	\$ 7,350.00	\$ 7,350.00	\$6,500.00	\$6,500.00
P-209-5.1	Crushed Aggregate Base Course	CY	3200.00	\$ 75.70	\$ 242,240.00	\$ 110.00	\$ 352,000.00	\$ 130.00	\$ 416,000.00	\$75.00	\$416,250.00
P-401-8.1	Bituminous Pavement - Binder Course	TON	2230.00	\$ 186.98	\$ 416,965.40	\$ 160.00	\$ 356,800.00	\$ 265.00	\$ 590,950.00	\$275.00	\$613,250.00
P-401-8.2	Bituminous Pavement - Wearing Course	TON	2230.00	\$ 160.24	\$ 357,335.20	\$ 160.00	\$ 356,800.00	\$ 6.00	\$ 13,380.00	\$275.00	\$613,250.00
P-410-5.1	Sawcutting	LF	1185.00	\$ 11.14	\$ 13,200.90	\$ 10.00	\$ 11,850.00	\$ 13.00	\$ 15,405.00	\$3.00	\$3,555.00
P-603-5.1	Bituminous Tack Coat	GAL	845.00	\$ 12.67	\$ 10,706.15	\$ 10.00	\$ 8,450.00	\$ 11.00	\$ 9,295.00	\$10.00	\$8,450.00
P-605-5.1	Joint Sealing Filler	LF	550.00	\$ 13.37	\$ 7,353.50	\$ 34.00	\$ 18,700.00	\$ 5.00	\$ 2,750.00	\$5.00	\$2,750.00
P-620-5.1	White Paint	SF	200.00	\$ 3.62	\$ 724.00	\$ 4.50	\$ 900.00	\$ 5.00	\$ 1,000.00	\$3.00	\$600.00
P-620-5.2	Yellow Paint	SF	3700.00	\$ 3.62	\$ 13,394.00	\$ 2.50	\$ 9,250.00	\$ 5.00	\$ 18,500.00	\$4.00	\$14,800.00
P-620-5.3	Black Paint	SF	10000.00	\$ 3.62	\$ 36,200.00	\$ 1.25	\$ 12,500.00	\$ 4.00	\$ 40,000.00	\$2.00	\$20,000.00
P-620-5.4	Red Paint	SF	200.00	\$ 3.62	\$ 724.00	\$ 5.50	\$ 1,100.00	\$ 9.00	\$ 1,800.00	\$5.00	\$1,000.00
D-701-5.2	24"HDPE	LF	100.00	\$ 108.37	\$ 10,837.00	\$ 165.00	\$ 16,500.00	\$ 250.00	\$ 25,000.00	\$168.00	\$16,800.00
D-152-5.1	24" Flared End Section	EA	2.00	\$ 812.13	\$ 1,624.26	\$ 2,000.00	\$ 4,000.00	\$ 830.00	\$ 1,660.00	\$800.00	\$1,600.00
T-901-5.1	General seeding	AC	5.00	\$ 2,340.24	\$ 11,701.20	\$ 3,000.00	\$ 15,000.00	\$ 9,030.00	\$ 45,150.00	\$3,600.00	\$18,000.00
T-905-5.1	Topsoiling	CY	2700.00	\$ 97.09	\$ 262,143.00	\$ 50.00	\$ 135,000.00	\$ 95.00	\$ 256,500.00	\$55.00	\$148,500.00
T-908-5.1	Mulching	AC	5.00	\$ 2,340.24	\$ 11,701.20	\$ 1,750.00	\$ 8,750.00	\$ 8,200.00	\$ 41,000.00	\$2,250.00	\$11,250.00
L-110-5.1	4" 2-Way Concrete Encased Electrical Duct Bank	LF	412.00	\$ 88.83	\$ 36,597.96	\$ 80.00	\$ 32,960.00	\$ 70.00	\$ 28,840.00	\$110.00	\$45,320.00
L-110-5.2	4" 4-Way Concrete Encased Electrical Duct Bank	LF	135.00	\$ 127.74	\$ 17,244.90	\$ 95.00	\$ 12,825.00	\$ 115.00	\$ 15,525.00	\$165.00	\$22,275.00
L-110-5.3	Concrete Duct or Splice Marker	EA	16.00	\$ 445.76	\$ 7,132.16	\$ 325.00	\$ 5,200.00	\$ 585.00	\$ 9,360.00	\$390.00	\$6,240.00
L-115-5.1	Electrical Manhole	EA	16.00	\$ 9,333.10	\$ 149,329.60	\$ 9,500.00	\$ 152,000.00	\$ 13,800.00	\$ 220,800.00	\$8,150.00	\$130,400.00
L-125-5.6	Portable Lighted Closed Runway Marker (Owner Furnished)	EA	2.00	\$ 4,794.16	\$ 9,588.32	\$ 7,000.00	\$ 14,000.00	\$ 15,000.00	\$ 30,000.00	\$1,000.00	\$2,000.00
SUBTOTAL:				\$ 2,352,217.47	\$ 2,352,217.47	\$ 2,387,185.00	\$ 2,387,185.00	\$ 2,789,176.00	\$ 2,789,176.00	\$ 2,818,367.00	\$ 2,818,367.00
Alternate 1											
D-705-5.1	6" PVC Perforated Underdrain Pipe	LF	8200.00	\$ 58.13	\$ 476,666.00	\$ 60.00	\$ 492,000.00	\$ 59.00	\$ 483,800.00	\$30.00	\$246,000.00
D-705-5.2	6" PVC NonPerforated Underdrain Pipe	LF	2600.00	\$ 50.46	\$ 131,196.00	\$ 38.00	\$ 98,800.00	\$ 49.00	\$ 127,400.00	\$30.00	\$78,000.00
D-705-5.3	Underdrain Endwall	EA	10.00	\$ 1,651.44	\$ 16,514.40	\$ 1,800.00	\$ 18,000.00	\$ 3,000.00	\$ 30,000.00	\$1,000.00	\$10,000.00
SUBTOTAL:				\$ 624,376.40	\$ 624,376.40	\$ 608,800.00	\$ 608,800.00	\$ 641,200.00	\$ 641,200.00	\$ 334,000.00	\$ 334,000.00
Alternate 2											
L-108-5.1	Cable Trench	LF	9300.00	\$ 9.09	\$ 84,537.00	\$ 8.25	\$ 76,725.00	\$ 12.00	\$ 111,600.00	\$8.00	\$ 74,400.00
L-108-5.2	No. 8, AWG, 5kV, Type C, Strand, L-824 Cable, installed in trench, duct bank or conduit	LF	9900.00	\$ 2.93	\$ 29,007.00	\$ 2.50	\$ 24,750.00	\$ 4.00	\$ 39,600.00	\$3.00	\$ 29,700.00
L-108-5.3	No. 6 Bare Counterpoise Wire, Installed in trench, duct bank, or conduit, incl. ground rods & grates	LF	9900.00	\$ 3.15	\$ 31,185.00	\$ 2.75	\$ 27,225.00	\$ 5.00	\$ 49,500.00	\$4.00	\$ 39,600.00
L-125-5.1	Relocate Existing Edge Light	EA	8.00	\$ 1,915.38	\$ 15,323.04	\$ 1,350.00	\$ 10,800.00	\$ 572.00	\$ 4,576.00	\$1,000.00	\$ 8,000.00
L-125-5.2	New Taxiway Base Light - LED Lamp Base Mounted	EA	21.00	\$ 2,149.20	\$ 45,133.20	\$ 2,400.00	\$ 50,400.00	\$ 2,200.00	\$ 46,200.00	\$2,000.00	\$ 42,000.00
L-125-5.3	New Taxiway Edge Light - LED Lamp Stake Mounted	EA	85.00	\$ 940.68	\$ 79,957.80	\$ 1,000.00	\$ 85,000.00	\$ 1,410.00	\$ 119,850.00	\$1,750.00	\$ 148,750.00
L-125-5.4	Install New Guidance Sign	EA	11.00	\$ 7,623.51	\$ 83,858.61	\$ 8,500.00	\$ 93,500.00	\$ 9,400.00	\$ 103,400.00	\$5,000.00	\$ 55,000.00
L-125-5.5	Relocate Existing Guidance Sign	EA	1.00	\$ 9,191.80	\$ 9,191.80	\$ 6,500.00	\$ 6,500.00	\$ 3,799.00	\$ 3,799.00	\$4,000.00	\$ 4,000.00
SUBTOTAL:				\$ 378,193.45	\$ 378,193.45	\$ 374,900.00	\$ 374,900.00	\$ 478,525.00	\$ 478,525.00	\$ 401,450.00	\$ 401,450.00
Base Bid				\$ 2,352,217.47	\$ 2,352,217.47	\$ 2,387,185.00	\$ 2,387,185.00	\$ 2,789,176.00	\$ 2,789,176.00	\$ 2,818,367.00	\$ 2,818,367.00
Base Bid + Add Alt 1				\$ 2,976,593.87	\$ 2,976,593.87	\$ 2,995,985.00	\$ 2,995,985.00	\$ 3,430,376.00	\$ 3,430,376.00	\$ 3,152,367.00	\$ 3,152,367.00
Base Bid + Add Alt 2				\$ 2,730,410.92	\$ 2,730,410.92	\$ 2,762,085.00	\$ 2,762,085.00	\$ 3,267,701.00	\$ 3,267,701.00	\$ 3,219,817.00	\$ 3,219,817.00
Add Alt 1 + Add Alt 2				\$ 1,002,569.85	\$ 1,002,569.85	\$ 983,700.00	\$ 983,700.00	\$ 1,119,725.00	\$ 1,119,725.00	\$ 735,450.00	\$ 735,450.00
Base Bid + Add Alt 1 + Add Alt 2				\$ 3,354,787.32	\$ 3,354,787.32	\$ 3,370,885.00	\$ 3,370,885.00	\$ 3,908,901.00	\$ 3,908,901.00	\$ 3,553,817.00	\$ 3,553,817.00



U.S. Department of Transportation
Federal Aviation Administration



FY 2025 AIRPORT IMPROVEMENT PROGRAM (AIP)

GRANT AGREEMENT

Part I - Offer

Date of Offer July 31, 2025

Airport/Planning Area Dillant-Hopkins Airport

State Block Grant Number SBG 08-29-2025

Unique Entity Identification (UEI) Number YYAFC9KA35K1

TO: City of Keene, New Hampshire
(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 June 27, 2025, for a grant of Federal and State funds for a project at or associated with the Dillant-Hopkins Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA and State have approved a project for the Dillant-Hopkins Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A (approx. 3,500'x35'); Reconstruct Taxiway A3 (approx. 440'x35'); Reconstruct Taxiway T (approx. 250'x25') – (Construction Phase III)

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; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); Full-Year Continuing Appropriations and Extensions Act, 2025 (P.L. 119-4); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 FEDERAL AVIATION ADMINISTRATION AND STATE, FOR AND ON BEHALF OF THE UNITED STATES AND STATE, HEREBY OFFERS AND AGREES to pay ninety five (95) % of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$1,521,301.50.

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

\$0.00 for planning

\$1,521,301.50 for airport development or noise program implementation; and,

\$0.00 for land acquisition.

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

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the 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 August 25, 2028.
2. 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) except as noted in 49 U.S.C § 47142(b).

b. Budget Period:

1. 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 except as stated in 49 U.S.C § 47142(b).
2. 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 Sponsors are 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

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). The FAA or State may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA or State determines are inconsistent with the FAA's or State's basis for selecting the Project to receive a grant; or
 - (5) The FAA or State determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA or State may elect to consider only the interests of the FAA or State.
- (c) The Sponsor may request that the FAA or State terminate the agreement under this section.

3. Ineligible or Unallowable Costs. In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA or State has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA or State, to allowable costs for Sponsor direct salaries and wages.

5. Determining the Final Federal Share of Costs. The United States' and State's share 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, 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 September 2, 2025, or such subsequent date as may be prescribed in writing by the State.

9. Improper Use of Federal Funds and Mandatory Disclosure.

- a. 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 for any project upon which Federal and State funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" and "State funds" mean 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 share, 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.
- b. The Sponsor, a recipient, and a subrecipient under this Federal and State grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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 Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the State, the State will make each federal 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 FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The 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. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, 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 and State 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 goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 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:
 - 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, or other superseding legislation if applicable, and State share for the fiscal year appropriation with which the increase is funded. The FAA and State are not responsible for the same Federal and State shares provided herein for any amount increased over the initial grant amount. The FAA and State may adjust the Federal and State shares as applicable through an informal letter of amendment.

19. **Audits for Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at

<http://harvester.census.gov/facweb/>. The Sponsor shall provide one copy of the completed audit to the State. Sponsors that expend less than \$1,000,000 in Federal awards 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 Federal and State 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 System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the 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 with their contractors and sub-contractors.
- c. Immediately disclose in writing to the State whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor 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 government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. 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 funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*
 - a. 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.
2. *Provisions applicable to a recipient that is a private entity.*

- a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
- i. Severe forms of trafficking in persons during the period of time that the grant or cooperative agreement is in effect;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal or state department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA or State may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
- i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. *Provisions applicable to a recipient other than a private entity.*
- a. The FAA or State may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
- i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or

- b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA, State, and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's and State's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA and State under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient 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 the recipient 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 requirements.
- b. "Private Entity" means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" 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 March 24, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or

safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

- 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 [P.L. 115-232 § 889(f)] 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 its 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. Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 28. FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

30. Federal Law and Public Policy Requirements. The Sponsor shall ensure that Federal and State funding is expended in full accordance with the United States Constitution, Federal law, State law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal laws, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

31. National Airspace System Requirements

- a. The Sponsor shall cooperate with FAA and State activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA and State in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA or State from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA or State determines that the Sponsor has violated subsection (a), the FAA or State may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT or State; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA or State may elect to consider the interests of only the FAA or State.
- d. The Sponsor acknowledges that amounts that the FAA or State requires the Sponsor to refund to the FAA or State due to a remedy under this condition constitute a debt to the Federal or State Government that the FAA or State may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

32. Signage Costs for Construction Projects. The Sponsor agrees that it will require the prime contractor of a Federally- or State-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA or State, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

- 33. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. Insurances.** The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:
- A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire; and
 - C. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.
- 39. 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

- 40. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of

its DBE Program (reflecting compliance with 49 CFR Part 26 including any amendments thereto), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

41. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal or State financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA and State as may be required.

42. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

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

43. Actions Required Prior to Construction. The Sponsor shall not proceed with any construction activities under this grant until (1) all required environmental permits have been issued and copies of same provided to the State and (2) FAA has approved the Construction Safety and Phasing Plan.

44. Use of Escrowed Federal Share. The Federal share of this grant utilizes escrowed funds established by the Sponsor from a prior sale of airport property previously acquired with Federal, State, and Sponsor funds. A letter dated June 21, 2021, from the FAA to the Sponsor requires that these escrowed funds

be applied towards the Federal share of AIP-eligible projects at the Sponsor's airport in compliance with Assurances – Airport Sponsors #31(b). The amount of escrowed funds applied to the Federal share this grant is \$188,476.88. The amount of escrowed funds applied to the State share of this grant is \$0.00. The Sponsor is required to submit project payment requests to the State on forms acceptable to the State for both the Federal and State shares. The State will review and approve eligible project expenses, authorize the Sponsor to withdraw the approved Federal payment amount from the escrowed funds, and make the State's share of the requested payment.

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 United States 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 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: 8/21/25

By: 

Assistant Attorney General

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

Dated: _____

Attest: _____

By: _____

Secretary of State

(Title)

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 14th day of August, 2025.

City of Keene

(Name of Sponsor)

Elizabeth Feland
(Signature of Sponsor's Authorized Official)

By:

Elizabeth Feland
(Typed Name of Sponsor's Authorized Official)

Title:

City manager
(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

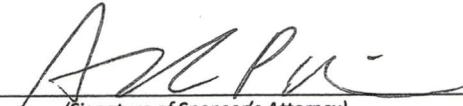
I, Amanda Palmeira, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

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 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); Full-Year Continuing Appropriations and Extensions Act, 2025 (P.L. 119-4); 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 Keene, NH (location) this 14th day of August, 2025.

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.

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

*2. Type of Application

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

06/16/2025

4. Applicant Identifier:

EEN

5a. Federal Entity Identifier:

SBG-08-XX-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Keene

*b. Employer/Taxpayer Identification Number (EIN/TIN):

02-6000441

*c. UEI:

YYAFC9KA35K1

d. Address:

*Street 1: 3 Washington Street

Street 2:

*City: Keene

County/Parish: Cheshire

*State: Province: NH

*Country: USA

*Zip / Postal Code 03431-3124

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: David

Middle Name:

*Last Name: Hickling

Suffix:

Title: Airport Director

Organizational Affiliation:

Keene Dillant-Hopkins Airport

*Telephone Number: (603) 357-9835

Fax Number:

*Email: DHickling@keenenh.gov

Application for Federal Assistance SF-424

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

C: City or Township 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:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

Title:

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

Town of Swanzey, Cheshire County, New Hampshire

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

Reconstruct Taxiway 'A' (3,500' X 35'); Reconstruct Taxiway 'A3' (440' X 35'); Reconstruct Taxiway 'T' (250' X 25')

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: NH-02

*b. Program/Project: NH-02

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

17. Proposed Project:

*a. Start Date: 06/01/2025

*b. End Date: 09/30/2026

18. Estimated Funding (\$):

		SBG 08-20-2021	SBG 08-23-2021	SBG 08-29-2025
*a. Federal	3,552,229.00	\$1,611,110	\$549,324	\$1,441,233
*b. Applicant	104,788.00	1	0	80,068.50
*c. State	104,788.00	0	0	80,068.50
*d. Local	0.00			
*e. Other	0.00			
*f. Program Income	0.00			
*g. TOTAL	3,761,805.00 ✓	\$1,611,111.00	\$549,324.00	\$1,601,370.00

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

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

***20. Is the Applicant Delinquent On Any Federal Debt?**

- Yes No

If "Yes", explain:

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

** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: David
 Middle Name: _____
 *Last Name: Hickling
 Suffix: _____

*Title: Airport Director

*Telephone Number: (603) 357-9835

Fax Number: _____

* Email: DHickling@keenenh.gov

*Signature of Authorized Representative: 

*Date Signed: 6/27/2025

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

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 Project is compatible with the Airport Master Plan. The Sponsor has encouraged developers to develop areas adjacent to the Airport for uses that are compatible with 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 obligations to the United States or any agency of the United States Government.

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:

No circumstances exist that may preclude the successful completion of the project or meeting grant assurances.

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 the City of Keene's Master Plan.

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

The Sponsor has given fair consideration to applicable community interests associated with the project.

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 Sponsor has undertaken reasonable consultation with affected Airport users.

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.

The Project did not require a Public Hearing.

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 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.

The Project will not affect Air and Water Quality Standards.

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:

The Sponsor affirms that no exclusive rights exist at the Airport owned and controlled by the Sponsor.

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 maintains property interest as depicted within the property table on the Exhibit A Property Map dated 03/24/022 and filed with SBG-08-~~XX-2024~~.

29-2025, J

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 will occur 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 will occur 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:	

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	1,200	0	1,200
2. Preliminary expense	0	0	0
3. Land, structures, right-of-way	0	0	0
4. Architectural engineering basic fees	110,225	0	110,225
5. Other Architectural engineering fees	0	0	0
6. Project inspection fees	295,580	0	295,580
7. Land development	0	0	0
8. Relocation Expenses	0	0	0
9. Relocation payments to Individuals and Businesses	0	0	0
10. Demolition and removal	0	0	0
11. Construction and project improvement	3,354,800	0	3,354,800
12. Equipment	0	0	0
13. Miscellaneous	0	0	0
14. Subtotal (Lines 1 through 13)	3,761,805	0	3,761,805
15. Estimated Income (if applicable)	0	0	0
16. Net Project Amount (Line 14 minus 15)	3,761,805	0	3,761,805
17. Less: Ineligible Exclusions (Section C, line 23 g.)	0	0	0
18. Subtotal (Lines 16 through 17)	3,761,805	0	3,761,805
19. Federal Share requested of Line 18	3,552,229	0	3,552,229
20. Grantee share	104,788	0	104,788
21. Other shares	104,788	0	104,788
22. TOTAL PROJECT (Lines 19, 20 & 21)	3,761,805	0	3,761,805

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	0
b.	0
c.	0
d.	0
e.	0
f.	0
g. Total	0

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	0
b. Mortgages	0
c. Appropriations (by Applicant)	104,788
d. Bonds	0
e. Tax Levies	0
f. Non-Cash	0
g. Other (Explain):	0
h. TOTAL - Grantee share	104,788
25. Other Shares	Amount
a. State	104,788
b. Other	0
c. TOTAL - Other Shares	104,788
26. TOTAL NON-FEDERAL FINANCING	209,576

SECTION E – REMARKS
(Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit A Property Map dated 03/24/2022 and attached to the Grant Application SBG 08-XX-2024 reflects, to the best of my knowledge, the current information as of this date. 29-2025</p> <p>The above-mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reconstruct Taxiway 'A' (3,500' X 35'); Reconstruct Taxiway 'A3' (440' X 35'); R

AIRPORT: Keene Dillant-Hopkins Airport

1. Objective:

See Attached Part IV - Supplemental Program Narrative

2. Benefits Anticipated:

See Attached Part IV - Supplemental Program Narrative

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

See Attached Part IV - Supplemental Program Narrative

4. Geographic Location:

See Attached Part IV - Supplemental Program Narrative

5. If Applicable, Provide Additional Information:

See Attached Part IV - Supplemental Program Narrative

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

See Attached Part IV - Supplemental Program Narrative

Part IV
Program Narrative

Project: Reconstruct Taxiway A (~3,500'x35'); Reconstruct Taxiway A3 (~440'x35'); Reconstruct Taxiway T (~250'x25'); and Reconstruct East Side Access Road (~128'x 15')

Airport: Keene Dillant-Hopkins Airport (KEEN) – Swanzey, NH

Date: June 24, 2025

1. Objective:

1. Reconstruct approximately 3,321' of the 35' wide Taxiway A from the hold line for RW 14-32 to the intersection of TW A2. The existing paved shoulders will be removed, and the taxiway will be reconstructed with 6" of P-209 gravel and 4" of P-401 bituminous pavement. A 6" underdrain will be installed, and in addition, new taxiway edge lights will be installed. The final paved surface will include new pavement markings, and the taxiway shoulders will be loamed and seeded.

On Taxiway A, from the hold line for RW 14-32 to RW 14-32 (179'), adjust the pavement width for fillet intersection geometry revisions, install underdrains, new lighting, and new markings.

2. Reconstruct approximately 440' of the 35' wide Taxiway A3 from the intersection of TW A to the hold line for RW 2-20. The existing paved shoulders will be removed, and the taxiway will be reconstructed with 6" of P-209 gravel and 4" of P-401 bituminous pavement. A 6" underdrain will be installed, and in addition, new taxiway edge lights will be installed. The final paved surface will include new pavement markings, and the taxiway shoulders will be loamed and seeded.
3. Reconstruct approximately 250' of the 25' wide Taxiway T from the intersection of TW A to the existing Hangar Apron. The existing paved shoulders will be removed, and the taxiway will be reconstructed with 6" of P-209 gravel and 4" of P-401 bituminous pavement. New taxiway edge lights will be installed. The final paved surface will include new pavement markings, and the taxiway shoulders will be loamed and seeded.

Supplemental funding will be applied to the reconstruction of Taxiway T required to meet the FAA grading criteria. This distance is approximately 118' from Taxiway A edge (STA 401+17) to grading tie-in point (STA 402+35). Reference the Taxiway T profile on project drawing C1.5 for the stations. The remaining length of Taxiway T's reconstruction will be funded by non-supplemental funding sources.

4. Reconstruct approximately 128' of the 15' wide east access road. The road will be reconstructed with P152 fill as required, 6" of P-209 gravel, and 3" of P-401 bituminous pavement. The final paved surface will include new pavement markings, and the edges will be loamed and seeded.

Supplemental funding will be applied to the reconstruction of the access road within the Taxiway A safety area to meet the FAA safety area criteria. This distance is approximately 43' from Taxiway A to the edge of the access drive fillet turn onto the taxiway. Reference the Access Road fillet limits on project drawing C3.4. The remaining length of Access Road reconstruction will be funded by non-supplemental funding sources.

2. Benefits Anticipated:

The portions of taxiways to be reconstructed are beyond their useful life. These taxiways are utilized by turbine and piston-engine aircraft, and the deterioration of the pavements creates a foreign object debris (FOD) hazard, which can damage aircraft engines.

Also, the existing taxiway reflectors will be replaced with light emitting diode (LED) lights, improving low visibility operations.

3. Approach:

The airport is bidding the project through the City of Keene procurement office. Following grant agreement approval through the NHG&C as well as FAA and NHDOT approvals, a contract will be awarded. The construction will commence in the fall of 2025. Construction will likely stop in the winter of 2026 due to winter conditions. The project will restart in the spring of 2026 and be completed in the summer of 2026. Dubois and King will provide the engineer of record services related to the approval of submittals and replies to engineer-specific design and construction. McFarland Johnson will provide Project Administration to include grant management, Construction Administration, Resident Project Representative, and Material Testing services.

4. Geographic Location:

This project is located at the Keene Dillant-Hopkins Airport in the town of Swanzey, Cheshire County, New Hampshire.

5. Additional Information:

EXHIBIT A CERTIFICATION

The updated Exhibit "A" is incorporated into this Grant Application and made a part thereof.

PROJECT DESCRIPTION:

The reconstruction of a portion of Taxiway A, Taxiway A3, Taxiway T, and Access Road.

COST BREAKDOWN

See the attached Project Cost Summary.

PROJECT SCHEDULE:

Bidding	June 2025
Grant Application Submitted	June 2025
Governor & Council Approval	July 2025
Project Start	September 2025
Substantial Completion Construction	June 2026
Project Closeout	September 2026

ENVIRONMENTAL STATUS:

This project is Categorically Excluded from NEPA review in accordance with FAA Order 5050.4B and FAA Order 1050.1F, paragraph 5-6.1.e.

The project will not result in significant erosion, and BMPs and erosion controls will be implemented to minimize any erosion.

STATEMENT ON DISADVANTAGED BUSINESS:

The City of Keene, NH, Dillant-Hopkins Airport has filed a Disadvantaged Business Enterprise (DBE) plan, requesting the use of a mix of Race-Neutral procedures for a total of 3.3% in the implementation of the DBE plan for the Airport for FFY 2024 through FFY 2026.

The DBE plan is on file at Keene-Dillant-Hopkins Airport, 80 Airport Road, Keene, NH.

COORDINATION WITH NHDOT:

This project has been coordinated with NHDOT throughout the project scoping and bidding process. NHDOT will receive this grant application.

COORDINATION WITH USF&W, SHPO, AND CZM

This project has been coordinated with the US Fish and Wildlife (USF&W) for potential impacts to federally listed threatened and endangered species by using the department's Information for Planning and Consultation website. The only federally listed species listed for the airport on the website is the Northern Long Eared Bat. The project does not impact the bat's habitat.

Site work will only be conducted on previously disturbed land. Per Section 106, the activity does not have the potential to cause effect to historic properties, if such historic properties were present. No further consultation is required.

The Airport is not in a Coastal Zone.

6. Sponsor's Representative:

The Sponsor's representative for this project is:

Mr. David Hickling
Airport Director
Keene Dillant-Hopkins Airport
80 Airport Road
Keene, NH 03431
Phone: (603) 357-9835
Email: DHickling@keenenh.gov

PROJECT COST SUMMARY

CONSTRUCTION ADMINISTRATION AND RESIDENT ENGINEERING SERVICES FOR RECONSTRUCT TAXIWAY A (3500' x 35'),
 RECONSTRUCT TAXIWAY A3 (440' x 35') AND RECONSTRUCT TAXIWAY T (250' x 25')

Keene Dillant-Hopkins Airport
 June 23, 2025

Line 1. Administrative Expenses

TASK	DESCRIPTION	ELIGIBLE COST	INELIGIBLE COST	TOTAL COST	COMMENTS
	Administrative Costs (not covered under previous grant)	\$ 1,200.00		\$ 1,200.00	Independent Fee Estimate
Line 1 Total:		\$ 1,200.00	\$ -	\$ 1,200.00	

Line 4. Architectural Engineering Basic Fees

TASK	DESCRIPTION	ELIGIBLE COST	INELIGIBLE COST	TOTAL COST	COMMENTS
1.0	Administration / Project Management	\$ 44,120.00		\$ 44,120.00	McFarland Johnson
2.0	Article B - Study Preparation	\$ 46,615.00		\$ 46,615.00	Dubois & King
2.0	Article D - Bid Phase	\$ 19,490.00		\$ 19,490.00	Dubois & King
					D&K Subtotal \$66,105.00
Line 4 Total:		\$ 110,225.00	\$ -	\$ 110,225.00	

Line 6. Project Inspection Fees

Task	DESCRIPTION	ELIGIBLE COST	INELIGIBLE COST	TOTAL COST	COMMENTS
3.0	Construction Administration	\$ 87,130.00		\$ 87,130.00	McFarland Johnson
	Article F - Construction Engineering Services	\$ 15,000.00		\$ 15,000.00	Dubois & King
4.0	Resident Engineering	\$ 193,450.00		\$ 193,450.00	McFarland Johnson
Line 6 Total:		\$ 295,580.00	\$ -	\$ 295,580.00	

Line 11. Construction and Project Improvement

Task	DESCRIPTION	ELIGIBLE COST	INELIGIBLE COST	TOTAL COST	COMMENTS
	Base Bid	\$ 2,352,228.57		\$ 2,352,228.57	Casella Construction, Inc.
	Add Alternative 1 Install Underdrain System	\$ 624,376.40		\$ 624,376.40	Casella Construction, Inc.
	Add Alternative 2 - Install Taxiway Edge Lighting	\$ 378,195.45		\$ 378,195.45	Casella Construction, Inc.
Line 11 Total:		\$ 3,354,800.42	\$ -	\$ 3,354,800.42	

		ELIGIBLE COST	INELIGIBLE COST	TOTAL COST	
Line 14. Total	Total Project Cost	\$ 3,761,805.42		\$ 3,761,805.42	
Line 17. Less: Ineligible Exclusions	Ineligible in this Grant	\$ -	\$ -	\$ -	
Line 18. Total Project Amount	FAA Eligible	\$ 3,761,805.42	\$ -	\$ 3,761,805.42	
Line 19. Discretionary Funds + CARES		\$ 1,611,110.00		\$ 1,611,110.00	
Line 20. FAA AIP 38+41+45+50+Escrow		\$ 1,941,119.11		\$ 1,941,119.11	
Line 21. Federal Share Requested	FAA Share	\$ 3,552,229.11		\$ 3,552,229.11	
Line 22. Grantee Share	Local Share (5% of FAA Eligible)	\$ 104,788.16	\$ -	\$ 104,788.16	
Line 23. Other Shares	State Share (5% of FAA Eligible)	\$ 104,788.15		\$ 104,788.15	

NOT FOR CONSTRUCTION

03/24/2022 PROPERTY LINE REVISION - LOTS 111 & 112
 PROPERTY RELEASE - SERIALS TO BE DETERMINED. P.L. 111 & 112
 DATE

DILLANT-HOPKINS AIRPORT

KEENE, NEW HAMPSHIRE

SHEET TITLE
 'EXHIBIT A'
 AIRPORT PROPERTY
 INVENTORY MAP

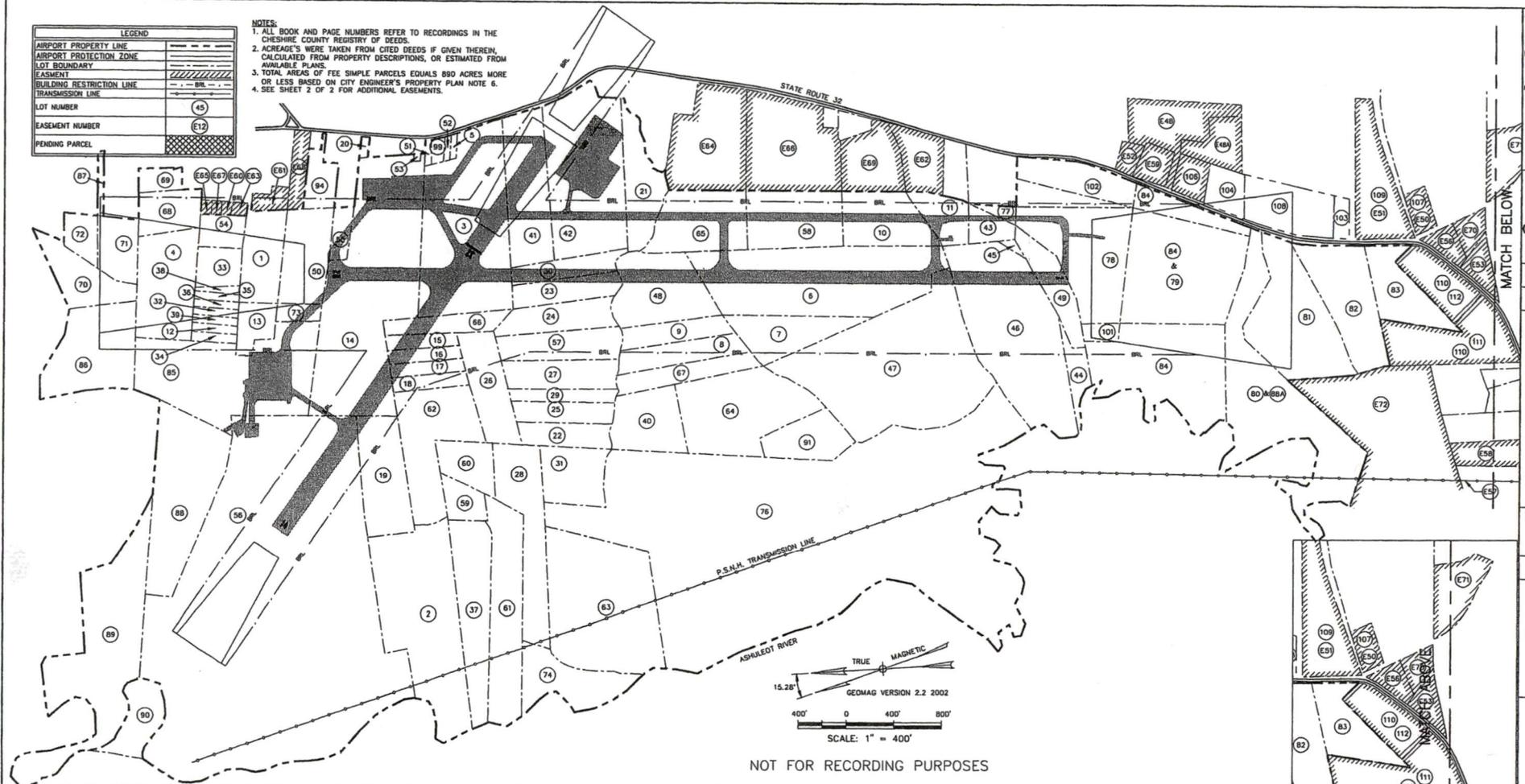
DRAWN BY: JLU DATE: OCT 2022
 CHECKED BY: MCG DBK PROJECT: 118000X
 PRINT BY: RLK DBK/REVISED:

SHEET NUMBER
1
 SHEET 1 OF 1

LEGEND

AIRPORT PROPERTY LINE	---
AIRPORT PROTECTION ZONE	---
LOT BOUNDARY	---
EASEMENT	---
BUILDING RESTRICTION LINE	---
TRANSMISSION LINE	---
LOT NUMBER	(45)
EASEMENT NUMBER	(E12)
PENDING PARCEL	---

NOTES:
 1. ALL BOOK AND PAGE NUMBERS REFER TO RECORDINGS IN THE CHESTER COUNTY REGISTRY OF DEEDS.
 2. ACRES ARE TAKEN FROM CITED DEEDS IF GIVEN THEREIN, CALCULATED FROM PROPERTY DESCRIPTIONS, OR ESTIMATED FROM AVAILABLE PLANS.
 3. TOTAL AREAS OF FEE SIMPLE PARCELS EQUALS 890 ACRES MORE OR LESS BASED ON CITY ENGINEER'S PROPERTY PLAN NOTE 6.
 4. SEE SHEET 2 OF 2 FOR ADDITIONAL EASEMENTS.



NOT FOR RECORDING PURPOSES

LAND ACQUISITIONS										LAND ACQUISITIONS										LAND ACQUISITIONS										LAND ACQUISITIONS									
Lot No.	Acquiree	Acq. Date	Acq. Type	Acres	Book	Page	Remarks	Lot No.	Acquiree	Acq. Date	Acq. Type	Acres	Book	Page	Remarks	Lot No.	Acquiree	Acq. Date	Acq. Type	Acres	Book	Page	Remarks	Lot No.	Acquiree	Acq. Date	Acq. Type	Acres	Book	Page	Remarks								
1	State of New Hampshire	1950	Conveyance	1.00	100	100		1	State of New Hampshire	1950	Conveyance	1.00	100	100		1	State of New Hampshire	1950	Conveyance	1.00	100	100		1	State of New Hampshire	1950	Conveyance	1.00	100	100									
2	State of New Hampshire	1950	Conveyance	1.00	100	100		2	State of New Hampshire	1950	Conveyance	1.00	100	100		2	State of New Hampshire	1950	Conveyance	1.00	100	100		2	State of New Hampshire	1950	Conveyance	1.00	100	100		2	State of New Hampshire	1950	Conveyance	1.00	100	100	
3	State of New Hampshire	1950	Conveyance	1.00	100	100		3	State of New Hampshire	1950	Conveyance	1.00	100	100		3	State of New Hampshire	1950	Conveyance	1.00	100	100		3	State of New Hampshire	1950	Conveyance	1.00	100	100		3	State of New Hampshire	1950	Conveyance	1.00	100	100	
4	State of New Hampshire	1950	Conveyance	1.00	100	100		4	State of New Hampshire	1950	Conveyance	1.00	100	100		4	State of New Hampshire	1950	Conveyance	1.00	100	100		4	State of New Hampshire	1950	Conveyance	1.00	100	100		4	State of New Hampshire	1950	Conveyance	1.00	100	100	
5	State of New Hampshire	1950	Conveyance	1.00	100	100		5	State of New Hampshire	1950	Conveyance	1.00	100	100		5	State of New Hampshire	1950	Conveyance	1.00	100	100		5	State of New Hampshire	1950	Conveyance	1.00	100	100		5	State of New Hampshire	1950	Conveyance	1.00	100	100	
6	State of New Hampshire	1950	Conveyance	1.00	100	100		6	State of New Hampshire	1950	Conveyance	1.00	100	100		6	State of New Hampshire	1950	Conveyance	1.00	100	100		6	State of New Hampshire	1950	Conveyance	1.00	100	100		6	State of New Hampshire	1950	Conveyance	1.00	100	100	
7	State of New Hampshire	1950	Conveyance	1.00	100	100		7	State of New Hampshire	1950	Conveyance	1.00	100	100		7	State of New Hampshire	1950	Conveyance	1.00	100	100		7	State of New Hampshire	1950	Conveyance	1.00	100	100		7	State of New Hampshire	1950	Conveyance	1.00	100	100	
8	State of New Hampshire	1950	Conveyance	1.00	100	100		8	State of New Hampshire	1950	Conveyance	1.00	100	100		8	State of New Hampshire	1950	Conveyance	1.00	100	100		8	State of New Hampshire	1950	Conveyance	1.00	100	100		8	State of New Hampshire	1950	Conveyance	1.00	100	100	
9	State of New Hampshire	1950	Conveyance	1.00	100	100		9	State of New Hampshire	1950	Conveyance	1.00	100	100		9	State of New Hampshire	1950	Conveyance	1.00	100	100		9	State of New Hampshire	1950	Conveyance	1.00	100	100		9	State of New Hampshire	1950	Conveyance	1.00	100	100	
10	State of New Hampshire	1950	Conveyance	1.00	100	100		10	State of New Hampshire	1950	Conveyance	1.00	100	100		10	State of New Hampshire	1950	Conveyance	1.00	100	100		10	State of New Hampshire	1950	Conveyance	1.00	100	100		10	State of New Hampshire	1950	Conveyance	1.00	100	100	
11	State of New Hampshire	1950	Conveyance	1.00	100	100		11	State of New Hampshire	1950	Conveyance	1.00	100	100		11	State of New Hampshire	1950	Conveyance	1.00	100	100		11	State of New Hampshire	1950	Conveyance	1.00	100	100		11	State of New Hampshire	1950	Conveyance	1.00	100	100	
12	State of New Hampshire	1950	Conveyance	1.00	100	100		12	State of New Hampshire	1950	Conveyance	1.00	100	100		12	State of New Hampshire	1950	Conveyance	1.00	100	100		12	State of New Hampshire	1950	Conveyance	1.00	100	100		12	State of New Hampshire	1950	Conveyance	1.00	100	100	
13	State of New Hampshire	1950	Conveyance	1.00	100	100		13	State of New Hampshire	1950	Conveyance	1.00	100	100		13	State of New Hampshire	1950	Conveyance	1.00	100	100		13	State of New Hampshire	1950	Conveyance	1.00	100	100		13	State of New Hampshire	1950	Conveyance	1.00	100	100	
14	State of New Hampshire	1950	Conveyance	1.00	100	100		14	State of New Hampshire	1950	Conveyance	1.00	100	100		14	State of New Hampshire	1950	Conveyance	1.00	100	100		14	State of New Hampshire	1950	Conveyance	1.00	100	100		14	State of New Hampshire	1950	Conveyance	1.00	100	100	
15	State of New Hampshire	1950	Conveyance	1.00	100	100		15	State of New Hampshire	1950	Conveyance	1.00	100	100		15	State of New Hampshire	1950	Conveyance	1.00	100	100		15	State of New Hampshire	1950	Conveyance	1.00	100	100		15	State of New Hampshire	1950	Conveyance	1.00	100	100	
16	State of New Hampshire	1950	Conveyance	1.00	100	100		16	State of New Hampshire	1950	Conveyance	1.00	100	100		16	State of New Hampshire	1950	Conveyance	1.00	100	100		16	State of New Hampshire	1950	Conveyance	1.00	100	100		16	State of New Hampshire	1950	Conveyance	1.00	100	100	
17	State of New Hampshire	1950	Conveyance	1.00	100	100		17	State of New Hampshire	1950	Conveyance	1.00	100	100		17	State of New Hampshire	1950	Conveyance	1.00	100	100		17	State of New Hampshire	1950	Conveyance	1.00	100	100		17	State of New Hampshire	1950	Conveyance	1.00	100	100	
18	State of New Hampshire	1950	Conveyance	1.00	100	100		18	State of New Hampshire	1950	Conveyance	1.00	100	100		18	State of New Hampshire	1950	Conveyance	1.00	100	100		18	State of New Hampshire	1950	Conveyance	1.00	100	100		18	State of New Hampshire	1950	Conveyance	1.00	100	100	
19	State of New Hampshire	1950	Conveyance	1.00	100	100		19	State of New Hampshire	1950	Conveyance	1.00	100	100		19	State of New Hampshire	1950	Conveyance	1.00	100	100		19	State of New Hampshire	1950	Conveyance	1.00	100	100		19	State of New Hampshire	1950	Conveyance	1.00	100	100	
20	State of New Hampshire	1950	Conveyance	1.00	100	100		20	State of New Hampshire	1950	Conveyance	1.00	100	100		20	State of New Hampshire	1950	Conveyance	1.00	100	100		20	State of New Hampshire	1950	Conveyance	1.00	100	100		20	State of New Hampshire	1950	Conveyance	1.00	100	100	
21	State of New Hampshire	1950	Conveyance	1.00	100	100		21	State of New Hampshire	1950	Conveyance	1.00	100	100		21	State of New Hampshire	1950	Conveyance	1.00	100	100		21	State of New Hampshire	1950	Conveyance	1.00	100	100		21	State of New Hampshire	1950	Conveyance	1.00	100	100	
22	State of New Hampshire	1950	Conveyance	1.00	100	100		22	State of New Hampshire	1950	Conveyance	1.00	100	100		22	State of New Hampshire	1950	Conveyance	1.00	100	100		22	State of New Hampshire	1950	Conveyance	1.00	100	100		22	State of New Hampshire	1950	Conveyance	1.00	100	100	
23	State of New Hampshire	1950	Conveyance	1.00	100	100		23	State of New Hampshire	1950	Conveyance	1.00	100	100		23	State of New Hampshire	1950	Conveyance	1.00	100	100		23	State of New Hampshire	1950	Conveyance	1.00	100	100		23	State of New Hampshire	1950	Conveyance	1.00	100	100	
24	State of New Hampshire	1950	Conveyance	1.00	100	100		24	State of New Hampshire	1950	Conveyance	1.00	100	100		24	State of New Hampshire	1950	Conveyance	1.00	100	100		24	State of New Hampshire	1950	Conveyance	1.00	100	100		24	State of New Hampshire	1950	Conveyance	1.00	100	100	
25	State of New Hampshire	1950	Conveyance	1.00	100	100		25	State of New Hampshire	1950	Conveyance	1.00	100	100		25	State of New Hampshire	1950	Conveyance	1.00	100	100		25	State of New Hampshire	1950	Conveyance	1.00	100	100		25	State of New Hampshire	1950	Conveyance	1.00	100	100	
26	State of New Hampshire	1950	Conveyance	1.00	100	100		26	State of New Hampshire	1950	Conveyance	1.00	100	100		26	State of New Hampshire	1950	Conveyance	1.00	100	100		26	State of New Hampshire	1950	Conveyance	1.00	100	100		26	State of New Hampshire	1950	Conveyance	1.00	100	100	
27	State of New Hampshire	1950	Conveyance	1.00	100	100		27	State of New Hampshire	1950	Conveyance	1.00	100	100		27	State of New Hampshire	1950	Conveyance	1.00	100	100		27	State of New Hampshire	1950	Conveyance	1.00	100	100		27	State of New Hampshire	1950	Conveyance	1.00	100	100	
28	State of New Hampshire	1950	Conveyance	1.00	100	100		28	State of New Hampshire	1950	Conveyance	1.00	100	100		28	State of New Hampshire	1950	Conveyance	1.00	100	100		28	State of New Hampshire	1950	Conveyance	1.00	100	100		28	State of New Hampshire	1950	Conveyance	1.00	100	100	
29	State of New Hampshire	1950	Conveyance	1.00	100	100		29	State of New Hampshire	1950	Conveyance	1.00	100	100		29	State of New Hampshire	1950	Conveyance	1.00	100	100		29	State of New Hampshire	1950	Conveyance	1.00	100	100		29	State of New Hampshire	1950	Conveyance	1.00	100	100	
30	State of New Hampshire	1950																																					

Purchasing & Contract Services

Phone: (603) 357-9800 |
Email: purchasing@keenenh.gov



- PROJECT SUMMARY -

USE of OUTSIDE MUNICIPAL BID CONTRACT

BID RFP RFQ QUOTATIONS SALE of SURPLUS

Project No.	Project Name			
01-25-32	Taxiway 'A' Reconstruction Project			
Date and Time Opened:		Department / Division / Staff:		
June 19, 2025 @ 2:00PM		Dillant Hopkins Airport / David Hickling		
Responsive/Nonresponsive Bidders:	Base Bid:	Add Alternate 1	Add Alternate 2	Total Bid:
Sargent Corporation	\$2,387,185.00	\$608,800.00	\$374,900.00	\$3,370,885.00
Casella Construction, Inc.	\$2,352,228.57	\$624,376.40	\$378,195.45	\$3,354,800.42
Kingsbury Company, LLC	\$3,363,441.00	\$641,200.00	\$478,575.00	\$4,483,216.00
Comments:				# Addenda:
Bids Forwarded to Airport Department for Review and Recommendation				1
Recommendation for Award:				
I certify this to be in accordance with the City of Keene purchasing procedures.		Purchasing & Contract Services Manager		Date
Division Head		Date	Department Head	Date
TO BE COMPLETED BY DEPARTMENT		Funding Certified By:		Date
Funding available in		Finance Director		
Available Amount:				
Funding Source(s)				
AWARD OF PROJECT			City Manager	Date
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved				



June 24, 2025

MJ No. 18956.03

David Hickling, Airport Manager
Dillant-Hopkins Airport
80 Airport Rd.
Keene, NH

RE: Reconstruct TW "A", Reconstruct TW "A3", and Reconstruct TW "T" (Base Bid), Install Underdrain System (Add Alt. #1), and Install Taxiway Edge Lighting (Add Alt. 2)
Dillant-Hopkins Airport
Keene Project Number 01-25-24
Bid Review Letter

Dear Mr. Hickling,

The Dillant-Hopkins Airport received three (3) bids on June 19, 2025, Bid Opening for the above referenced project. McFarland Johnson (MJ) has reviewed the bids with their supporting documentation. This letter is to advise you of MJ's findings.

The three (3) bid totals received are as follows from lowest to highest:

<u>Bidder</u>	<u>Base Bid Amount</u>	<u>Alt #1 Amount</u>	<u>Alt #2 Amount</u>
Casella Construction	\$2,352,217.47*	\$624,376.40	\$378,193.45
Sargent Corporation	\$2,387,185.00	\$608,800.00	\$374,900.00
Kingsbury Company	\$2,789,176.00*	\$641,200.00	\$478,525.00

<u>Bidder</u>	<u>Base Bid + Alt. #1 Amount</u>	<u>Base Bid + Alt #2 Amount</u>	<u>Base Bid + Alt #1 + Alt #2 Amount</u>
Casella Construction	\$2,976,593.87	\$2,730,410.92	\$3,354,787.32
Sargent Corporation	\$2,995,985.00	\$2,762,085.00	\$3,370,885.00
Kingsbury Company	\$3,430,376.00	\$3,267,701.00	\$3,908,901.00

*Indicates adjustment for minor math errors

The bid review included a comparison of each bidder's unit prices, line-item total costs and totals for the base bid and both alternates. Minor mathematical errors were found in two (2) of the bids received. A mathematical error was found in the bid from Casella for P-620-5.2 Yellow Paint, which is corrected in the total bid amounts listed here. Additionally, a series of mathematical errors were found in the bid from Kingsbury. The mathematical errors do not impact the bid

results. For a detailed comparison of the bids with Alternates and construction costs, refer to the attached Bid Summary.

All three (3) bidders submitted their bids in sealed envelopes on time and on the prescribed proposal forms. Each bidder acknowledged receipt of the one (1) addenda and the quantity change made in a Question & Answer forum and was signed by an appropriate corporate officer with a company corporate seal.

Casella Construction, Inc. (Casella) is the apparent low bidder. Casella included a signed and sealed Bid Bond in the amount of five percent (5%) of their bid amount using the provided bid surety form and surety's bond affidavit and was countersigned by the Attorney-in-Fact. The surety company was checked and is listed in the Department of Treasury's List of Certified Companies (Department Circular 570), updated July 1, 2024, for issuance of bonds in New Hampshire. MJ reviewed the System for Award Management database to confirm that Casella was not listed for debarment or other delinquencies in the federal database. Casella is currently listed as in Good Standing on the New Hampshire Secretary of State website.

Casella committed to a 1.7% Disadvantage Business Enterprise (DBE) utilization which does not meet the Airport's overall DBE participation of 3.3%. Although the bid documents did not specifically state, it is presumed that it is a Race Neutral Goal per the Dillant-Hopkins Airport Disadvantage Business Enterprise (DBE) Program. Casella provided a letter stating they reached out to various contractors, suppliers, and vendors per the NHDOT DBE database and included those that submitted competitive bids to them. Casella in the letter acknowledge they fall short of the goal and state upon request, additional information regarding their good faith effort can be provided. MJ reached out to Casella on June 24, 2025 requesting this additional information, including List of Potential Subcontractors and Suppliers.

Casella submitted in their bid a signed Buy American form. However, Casella did not check a box to indicate that they can comply with the 100% Buy American Preferences (BAP) of 49 USC § 50101(a)). This can be clarified easily and may be waived as an informality of the bid.

The following forms have also been provided and executed satisfactory by Casella:

- Proposal Forms
- Proposal Surety as specified in the Instructions to Bidders
- Surety's Bond Affidavit/Attorney-in-Fact Certification
- Affirmative Action Certification for Equal Employment Opportunity
- Proposed Disadvantaged Business Enterprise (DBE) and Small Business Utilization
- Subcontractor/Supplier – DBE/Small Business Letter of Intent
- Certificate of Buy American Compliance for Manufactured Products
- Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

Sargent Corporation (Sargent) is the apparent second low bidder. Sargent's price for Base Bid plus Add Alt. #1 plus Add Alt. #2 is approximately \$16,097.68 higher (0.48%) than the apparent low bidder's cost.

Sargent included a signed and sealed Bid Bond in the amount of five percent (5%) of their bid amount using the provided bid surety form and surety's bond affidavit and was countersigned by the Attorney-in-Fact. The surety company was checked and is listed in the Department of Treasury's List of Certified Companies (Department Circular 570), updated July 1, 2024, for issuance of bonds in New Hampshire. MJ reviewed the System for Award Management database to confirm that Sargent was not listed for debarment or other delinquencies in both the federal and State data bases.

Sargent committed to a 0% Disadvantage Business Enterprise (DBE) utilization which does not meet the Airport's overall DBE participation is 3.3%. Sargent provided a list of contractors and vendors they reached out to. This list meets Good Faith Effort requirements.

Sargent submitted in their bid a signed Buy American form and indicated that they will comply with the 100% Buy American Preferences (BAP) of 49 USC § 50101(a)). Therefore, a BAA Waiver will not be required for Sargent.

The following forms have also been provided and executed satisfactory by Sargent:

- Proposal Forms
- Proposal Surety as specified in the Instructions to Bidders
- Surety's Bond Affidavit/Attorney-in-Fact Certification
- List of Potential Subcontractors and Suppliers
- Affirmative Action Certification for Equal Employment Opportunity
- Proposed Disadvantaged Business Enterprise (DBE) and Small Business Utilization
- Subcontractor/Supplier – DBE/Small Business Letter of Intent
- Certificate of Buy American Compliance for Manufactured Products
- Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
- State of NH Prequalification Letter
- Sargent Qualifications and Project History

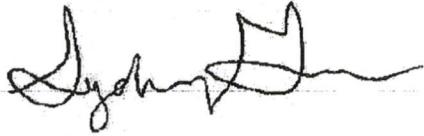
If you choose to award the project to the low bidder (Casella), MJ recommends the following:

1. Concur the validity of Casella's bid with the City of Keene procurement official.
2. Verify that sufficient funding is available for the award of the Base Bid Plus Add. Alt. No. 1 Plus Add. Alt. No. 2 in the amount of \$3,354,787.32.
3. Obtain concurrence with NHDOT for the award of the Contract to Casella for the Base Bid

- Plus Add. Alt. No. 1 Plus Add Alt No. 2.
4. Seek funding assistance from NHDOT.
 5. Upon receipt of NHDOT funding assistance, award the project to Casella by December 16, 2025 (180 days after bid opening).
 6. Execute a Contract between City of Keene and Casella contingent upon the delivery of acceptable Insurance Certificates and Performance and Payment Bonds.

If you have any questions on the above, or if we can be of further assistance, please do not hesitate to call or email.

Sincerely,
McFarland-Johnson, Inc.



Sydney Graveson, P.E.
Senior Engineer

Attachments: Bid Summary

Cc: Matthew O'Brien, MJ
Sean Tiney, FAA
Carol Niewola, NHDOT
File



█ = Mathematical Error

BID OPENING: 6/19/2025

Item Number	Description	Unit	Estimated Quantity	Casella Construction		Sargent Corporation		Kingsbury Company	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid									
C-105-3.1	Mobilization	LS	1.00	\$ 330,600.00	\$ 330,600.00	\$ 320,000.00	\$ 320,000.00	\$ 430,000.00	\$ 430,000.00
M-001-4.1	Construction Safety and Phasing	LS	1.00	\$ 70,000.00	\$ 70,000.00	\$ 64,000.00	\$ 64,000.00	\$ 80,000.00	\$ 80,000.00
P-101-4.1	Pavement Removal	SY	27350.00	\$ 5.41	\$ 147,963.50	\$ 10.00	\$ 273,500.00	\$ 9.00	\$ 246,150.00
P-150-4.1	Pavement Marking Removal	SF	2800.00	\$ 4.66	\$ 13,048.00	\$ 3.50	\$ 9,800.00	\$ 5.00	\$ 14,000.00
P-150-4.2	Remove concrete Drainage Pipe (12"-48")	LF	97.00	\$ 42.26	\$ 4,099.22	\$ 30.00	\$ 2,910.00	\$ 52.00	\$ 5,044.00
P-150-4.3	Remove Edge Reflector	EA	66.00	\$ 84.26	\$ 5,561.16	\$ 30.00	\$ 1,980.00	\$ 72.00	\$ 4,752.00
P-150-4.4	Remove Airfield Guidance Sign	EA	7.00	\$ 915.40	\$ 6,407.80	\$ 450.00	\$ 3,150.00	\$ 2,119.00	\$ 14,833.00
P-152-4.1	Unclassified Excavation	CY	1600.00	\$ 31.19	\$ 49,904.00	\$ 50.00	\$ 80,000.00	\$ 39.00	\$ 62,400.00
P-154-5.1	Subbase Course	CY	440.00	\$ 75.70	\$ 33,308.00	\$ 100.00	\$ 44,000.00	\$ 139.00	\$ 61,160.00
C-102-5.1	Installation and Removal of Silt Fence	LF	8490.00	\$ 7.42	\$ 62,995.80	\$ 6.00	\$ 50,940.00	\$ 8.00	\$ 67,920.00
C-102-5.2	Erosion Control Matting	SY	20.00	\$ 10.03	\$ 200.60	\$ 6.00	\$ 120.00	\$ 34.00	\$ 680.00
C-102-5.3	Catch Basin Inlet Protection	EA	4.00	\$ 387.63	\$ 1,550.52	\$ 250.00	\$ 1,000.00	\$ 708.00	\$ 2,832.00
C-102-5.4	Temporary Seed	AC	1.00	\$ 5,572.00	\$ 5,572.00	\$ 2,800.00	\$ 2,800.00	\$ 8,600.00	\$ 8,600.00
C-102-5.5	Straw Waffle	LF	60.00	\$ 8.72	\$ 523.20	\$ 15.00	\$ 900.00	\$ 9.00	\$ 540.00
C-102-5.6	Stabilized Construction Entrance	LS	1.00	\$ 3,740.92	\$ 3,740.92	\$ 7,500.00	\$ 7,500.00	\$ 7,350.00	\$ 7,350.00
P-209-5.1	Crushed Aggregate Base Course	CY	3200.00	\$ 75.70	\$ 242,240.00	\$ 110.00	\$ 352,000.00	\$ 130.00	\$ 416,000.00
P-401-8.1	Bituminous Pavement - Binder Course	TON	2230.00	\$ 186.98	\$ 416,965.40	\$ 160.00	\$ 356,800.00	\$ 265.00	\$ 590,950.00
P-401-8.2	Bituminous Pavement - Wearing Course	TON	2230.00	\$ 160.24	\$ 357,335.20	\$ 160.00	\$ 356,800.00	\$ 6.00	\$ 13,380.00
P-410-5.1	Sawcutting	LF	1185.00	\$ 11.14	\$ 13,200.90	\$ 10.00	\$ 11,850.00	\$ 13.00	\$ 15,405.00
P-603-5.1	Bituminous Tack Coat	GAL	845.00	\$ 12.67	\$ 10,706.15	\$ 10.00	\$ 8,450.00	\$ 11.00	\$ 9,295.00
P-605-5.1	Joint Sealing Filler	LF	550.00	\$ 13.37	\$ 7,353.50	\$ 34.00	\$ 18,700.00	\$ 5.00	\$ 2,750.00
P-620-5.1	White Paint	SF	200.00	\$ 3.62	\$ 724.00	\$ 4.50	\$ 900.00	\$ 5.00	\$ 1,000.00
P-620-5.2	Yellow Paint	SF	3700.00	\$ 3.62	\$ 13,396.00	\$ 2.50	\$ 9,250.00	\$ 5.00	\$ 18,500.00
P-620-5.3	Black Paint	SF	10000.00	\$ 3.62	\$ 36,200.00	\$ 1.25	\$ 12,500.00	\$ 4.00	\$ 40,000.00
P-620-5.4	Red Paint	SF	200.00	\$ 3.62	\$ 724.00	\$ 5.50	\$ 1,100.00	\$ 9.00	\$ 1,800.00
D-701-5.2	24"HDPE	LF	100.00	\$ 108.37	\$ 10,837.00	\$ 165.00	\$ 16,500.00	\$ 250.00	\$ 25,000.00
D-152-5.1	24" Flared End Section	EA	2.00	\$ 812.13	\$ 1,624.26	\$ 2,000.00	\$ 4,000.00	\$ 830.00	\$ 1,660.00
T-901-5.1	General seeding	AC	5.00	\$ 2,340.24	\$ 11,701.20	\$ 3,000.00	\$ 15,000.00	\$ 9,030.00	\$ 45,150.00
T-905-5.1	Topsolling	CY	2700.00	\$ 97.09	\$ 262,143.00	\$ 50.00	\$ 135,000.00	\$ 95.00	\$ 256,500.00
T-908-5.1	Mulching	AC	5.00	\$ 2,340.24	\$ 11,701.20	\$ 1,750.00	\$ 8,750.00	\$ 8,200.00	\$ 41,000.00
L-110-5.1	4" 2-Way Concrete Encased Electrical Duct Bank	LF	412.00	\$ 88.83	\$ 36,597.96	\$ 80.00	\$ 32,960.00	\$ 70.00	\$ 28,840.00
L-110-5.2	4" 4-Way Concrete Encased Electrical Duct Bank	LF	135.00	\$ 127.74	\$ 17,244.90	\$ 95.00	\$ 12,825.00	\$ 115.00	\$ 15,525.00
L-110-5.3	Concrete Duct or Splice Marker	EA	16.00	\$ 445.76	\$ 7,132.16	\$ 325.00	\$ 5,200.00	\$ 585.00	\$ 9,360.00
L-115-5.1	Electrical Manhole	EA	16.00	\$ 9,333.10	\$ 149,329.60	\$ 9,500.00	\$ 152,000.00	\$ 13,800.00	\$ 220,800.00
L-125-5.6	Portable Lighted Closed Runway Marker (Owner Furnished)	EA	2.00	\$ 4,794.16	\$ 9,588.32	\$ 7,000.00	\$ 14,000.00	\$ 15,000.00	\$ 30,000.00
				SUBTOTAL:	\$ 2,352,217.47	\$ 2,387,185.00	\$ 2,387,185.00	\$ 2,789,176.00	\$ 2,789,176.00
Alternate 1									
D-705-5.1	6" PVC Perforated Underdrain Pipe	LF	8200.00	\$ 58.13	\$ 476,666.00	\$ 60.00	\$ 492,000.00	\$ 59.00	\$ 483,800.00
D-705-5.2	6" PVC NonPerforated Underdrain Pipe	LF	2600.00	\$ 50.46	\$ 131,196.00	\$ 38.00	\$ 98,800.00	\$ 49.00	\$ 127,400.00
D-705-5.3	Underdrain Endwall	EA	10.00	\$ 1,651.44	\$ 16,514.40	\$ 1,800.00	\$ 18,000.00	\$ 3,000.00	\$ 30,000.00
				SUBTOTAL:	\$ 624,376.40	\$ 608,800.00	\$ 608,800.00	\$ 641,200.00	\$ 641,200.00
Alternate 2									
L-108-5.1	Cable Trench	LF	9300.00	\$ 9.09	\$ 84,537.00	\$ 8.25	\$ 76,725.00	\$ 12.00	\$ 111,600.00
L-108-5.2	No. 8, AWG, 5kv, Type C, Strand, L-824 Cable, installed in trench, duct bank or conduit	LF	9900.00	\$ 2.93	\$ 29,007.00	\$ 2.50	\$ 24,750.00	\$ 4.00	\$ 39,600.00
L-108-5.3	No. 6 Bare Counterpoise Wire, installed in trench, duct bank, or conduit, incl. ground rods & grates	LF	9900.00	\$ 3.15	\$ 31,185.00	\$ 2.75	\$ 27,225.00	\$ 5.00	\$ 49,500.00
L-125-5.1	Relocate Existing Edge Light	EA	8.00	\$ 1,915.38	\$ 15,323.04	\$ 1,350.00	\$ 10,800.00	\$ 572.00	\$ 4,576.00
L-125-5.2	New Taxiway Base Light - LED Lamp Base Mounted	EA	21.00	\$ 2,149.20	\$ 45,133.20	\$ 2,400.00	\$ 50,400.00	\$ 2,200.00	\$ 46,200.00
L-125-5.3	New Taxiway Edge Light - LED Lamp Stake Mounted	EA	85.00	\$ 940.68	\$ 79,957.80	\$ 1,000.00	\$ 85,000.00	\$ 1,410.00	\$ 119,850.00
L-125-5.4	Install New Guidance Sign	EA	11.00	\$ 7,623.51	\$ 83,858.61	\$ 8,500.00	\$ 93,500.00	\$ 9,400.00	\$ 103,400.00
L-125-5.5	Relocate Existing Guidance Sign	EA	1.00	\$ 9,191.80	\$ 9,191.80	\$ 6,500.00	\$ 6,500.00	\$ 3,799.00	\$ 3,799.00
				SUBTOTAL:	\$ 378,193.45	\$ 374,900.00	\$ 374,900.00	\$ 478,525.00	\$ 478,525.00
				Base Bid	\$ 2,352,217.47	\$ 2,387,185.00	\$ 2,387,185.00	\$ 2,789,176.00	\$ 2,789,176.00
				Base Bid + Add Alt 1	\$ 2,976,593.87	\$ 2,995,985.00	\$ 2,995,985.00	\$ 3,430,376.00	\$ 3,430,376.00
				Base Bid + Add Alt 2	\$ 2,730,410.92	\$ 2,762,085.00	\$ 2,762,085.00	\$ 3,267,701.00	\$ 3,267,701.00
				Add Alt 1 + Add Alt 2	\$ 1,002,569.85	\$ 983,700.00	\$ 983,700.00	\$ 1,119,725.00	\$ 1,119,725.00
				Base Bid + Add Alt 1 + Add Alt 2	\$ 3,354,787.32	\$ 3,370,885.00	\$ 3,370,885.00	\$ 3,908,901.00	\$ 3,908,901.00



CROSSCHECK IFE, LLC
401 Newcastle Road
Syracuse, New York 13219

May 12, 2025

Mr. David Hickling, Airport Director
Keene Dillant-Hopkins Airport
80 Airport Road
Keene, NH 03431
Via Email: dhickling@keenenh.gov

RE: Independent Fee Estimate (IFE) for
Task Order TBD: Construction Administration and
Resident Engineering Services for
Reconstruct Taxiways A, A3 & T
Keene Dillant-Hopkins Airport (EEN)

Dear Mr. Hickling:

This is a Letter Agreement ("Agreement") by and between Crosscheck IFE, LLC ("Crosscheck") and the Keene Dillant-Hopkins Airport (EEN), City of Keene, New Hampshire and its related entities and affiliates (individually and collectively, the "Client"). Crosscheck and Client are referred to herein individually as a "Party" or collectively as "Parties".

Objectives: Client has requested Crosscheck to provide Independent Fee Estimate (IFE) services ("Services"). Initially, Client is requesting certain Services to be performed for the Construction Administration and Resident Engineering Services for the Reconstruct Taxiways A (3,500' x 35'), Taxiway A3 (440' x 35') and Taxiway T (250' x 35') Project, as provided to Crosscheck via email on Monday, May 12th, 2025. The IFE will be completed and delivered by Monday, May 19th to the Client and will further be completed in accordance with Federal Aviation Administration (FAA) Advisory Circular 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Agreement: This Agreement will cover Services conducted as of May 13th, 2025 and will continue through July 13th, 2025 (the "Term"), unless terminated earlier in accordance with the terms of this Agreement.

Scope of Work: Crosscheck will provide services for the specific project identified in "Objectives", above, to be performed under the terms of this Letter Agreement.

Rates/Fees: Crosscheck will perform this IFE for the lump sum fee of \$2,500.00. Any out-of-scope services will require a separate new Exhibit to the Letter Agreement and will be provided at the rate indicated on the new Exhibit.

Payment Terms: Payment for services will be required within 30 calendar days from delivery of the final IFE to the Client. Invoices will be sent via email to Mr. David Hickling at Keene Dillant-Hopkins Airport, at dhickling@keenenh.gov, will reference any required purchase orders provided by the City of Keene, NH or Airport and will also be sent to any related accounts payable department designated by the Client. Any invoiced amount not paid within the stated terms shall be liable for a late payment charge of 1.5% per month until paid in full. Client shall also bear costs of any associated collection fees. Crosscheck may suspend performance of Services under this Agreement until any outstanding invoice or expense reimbursement payments that are overdue and not paid are satisfactorily settled.

Email: jdolan@crosscheckife.com

Phone: 315-243-7428

Mr. David Hickling, Director – IFE Services; Reconstruct Taxiways CA Co Svcs.

Independent Contractor: For the purposes of this Agreement, Crosscheck is an independent contractor. Nothing contained in this Agreement shall be construed to place Crosscheck and Client in the relationship of partners, principal and agent, employer/employee or joint venturers.

Client Furnished Information: Crosscheck requests that the Client furnish Crosscheck with any additional information relating to your requirements not currently identified, including any special or extraordinary conditions for the project or special services you may require. In addition, Crosscheck asks that the Client make available all pertinent drawings, information, reports or other data necessary for Crosscheck's completion of this IFE, which Crosscheck may rely upon to perform the services hereunder.

Nature of Services: Crosscheck is relying upon the accuracy and completeness of the information which Client discloses to Crosscheck. Crosscheck assumes the accuracy of all such information and data therein and assumes no responsibility for any Services performed based on inaccurate information provided by Client.

Warranty: Each party represents, warrants and/or covenants to the other that it is, and at all times during the term of this Agreement shall remain, a legal entity, duly organized, validly existing and in compliance and good standing under the laws of its jurisdiction of organization. Each party further represents to the other that execution and delivery of this Agreement has been duly authorized by all requisite entity action and that this Agreement is and shall remain a valid and binding obligation of Client or Crosscheck, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors.

Crosscheck further represents, warrants and/or covenants to Client that (a) Crosscheck is under no contractual or other obligation or restriction which is inconsistent with Crosscheck's obligations under this Agreement, and (b) the performance of Services does not and will not breach any agreement which obligates Crosscheck to keep in confidence any confidential or proprietary information or intellectual property of any third party or to refrain from competing, directly or indirectly, with the business of any third party and Crosscheck shall not disclose to Client any such confidential or proprietary information.

Client acknowledges and agrees that Crosscheck's Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client, which shall take full responsibility for such decisions.

Except as expressly stated in this Warranty, Crosscheck makes no other warranties with respect to its performance hereunder. Client warrants that it has obtained or will obtain all necessary approvals (governmental, regulatory, or otherwise) for Crosscheck to provide Services.

Force Majeure: Each party shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is due to circumstances reasonably beyond either's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences. Crosscheck and Client agree to use all reasonable efforts to correct the condition as quickly as possible and to give the other prompt written notice when it is again fully able to fulfil its obligations.

Limitation of Liability: Crosscheck and Client each agree that any liability and recovery from the other, including the other's Indemnitees, for breach of this Agreement shall not include damages based on the loss of anticipated sales or profits or any special, indirect, or consequential damages of the other, nor shall punitive damages be available in any action or proceeding between Crosscheck and Client. Client further agrees that the cumulative liability of Crosscheck and its Indemnitees for claims of any nature, sort or description, under any theory of law, whether in contract or in tort, related to performance of Services under this Agreement, shall not exceed an

amount equal to the aggregate payments made by Client made by Client with respect to Services rendered under the specific Exhibit to which the claim relates.

Limit on Time Within Which to Assert Certain Claims: With respect to any and all Claims that Client may from time to time have against Crosscheck for a breach by Crosscheck, arising under or related to this Agreement or any Exhibit, the Client waives and agrees not to assert any such Claim against Crosscheck if such Claim(s) arise(s) from events not complained of in writing by notice pursuant to the section below entitled **Notices**, setting forth with specificity the relevant facts with respect to such Claim, within one year of the occurrence that gave rise to the Claim.

Termination: This Agreement will remain in effect for the Term of the Agreement provided that, Crosscheck or Client may terminate this Agreement at any time for any reason upon thirty (30) days written notice. Should Client or a successor to Client terminate Crosscheck's services prior to completion of the Services, Client agrees to pay Crosscheck for all compensation and expenses due to Crosscheck for work completed by Crosscheck prior to such termination.

Contacts: **James Dolan** will be the primary contact for Crosscheck and **Mr. David Hickling** will be the primary contact for Client to communicate timelines and projected related requirements, and for all other matters.

Notices: Any notices required or permitted under this Agreement shall be in writing, and shall be deemed to have been duly given or made when personally delivered, or if mailed, by a reputable courier service, postage prepaid with acknowledgement of receipt required, addressed to the other Party at its address listed as follows or at such other address as a Party may designate in writing for the receipt of such notice:

If to Client:

Kenne Dillant-Hopkins Airport
80 Airport Road
Keene, NH 03431
Attention: Mr. David Hickling, Director

If to Crosscheck:

Crosscheck IFE, LLC
401 Newcastle Road
Syracuse, NY 13219
Attention: Mr. James Dolan

Successors and Assigns. This Agreement inures to the benefit of and is binding upon the Parties and any of their past, present or future affiliates or related entities, their respective successors in interest by way of merger, acquisition, or otherwise, and their permitted assigns.

Governing Law: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. Any action, suit or other legal proceeding which either Party may commence to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in the state or federal courts located in the County of Onondaga, State of New York, and the Parties hereby consent to the jurisdiction of such court with respect to any such action, suit or proceeding.

May 12, 2025

Mr. David Hickling, Director – IFE Services; Reconstruct Taxiways CA Co Svcs.

AGREED TO AND ACCEPTED:

Keene Dillant-Hopkins Airport:

Crosscheck IFE, LLC



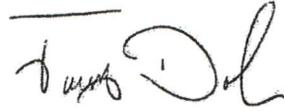
(Signature of Authorizing Official)

David Hickling, Airport Director

(Typed Name & Title)

5/13/2025

(Date)



(Signature)

James Dolan, President

(Typed Name & Title)

05/12/2025

(Date)

**KEENE DILLANT-HOPKINS (EEN) AIRPORT
KEENE, NEW HAMPSHIRE**

**TASK ORDER No. TBD
CONSTRUCTION ADMINISTRATION AND RESIDENT ENGINEERING SERVICES
FOR
RECONSTRUCT TAXIWAY A (3500' x 35'), RECONSTRUCT TAXIWAY A3 (440' x 35')
AND RECONSTRUCT TAXIWAY T (250' x 25')**

PROJECT DESCRIPTION AND SCOPE OF WORK

PROJECT DESCRIPTION

This project consists primarily of Construction Administration and Resident Engineering Services for the Reconstruct Taxiway A (3500' x 35'), Taxiway A3 (440' x 35'), and Taxiway T (250' x 25') project for Keene Dillant-Hopkins Airport (EEN) (SPONSOR).

McFarland Johnson (CONSULTANT) will provide Project Administration, Construction Administration, and Resident Engineering services during the construction of the northern section of Taxiway A, Taxiway A3, and Taxiway T reconstruction project. The project's original Design Engineer of Record is Dubois & King (DESIGNER). The project will be bid and procured by the DESIGNER and SPONSOR to select and award the project to the lowest responsive and responsible bidder.

The DESIGNER's stamped and sealed Conformed Set of Contract Documents and Plans, as modified by Addenda during the Bidding process, will be used as the basis for the construction of the project. Any liability and resulting costs from any errors and omissions, conflicts with existing conditions, or other design related issues arising during the construction process that are the result of the Conformed Set of Contract Documents and Bid Plans are not the responsibility of the CONSULTANT.

The project scope of work generally consists of the following items:

- Project Management / Administration, including Grant Administration; coordination with the SPONSOR and the New Hampshire Department of Transportation, Aeronautic Division (NHDOT); project documentation and processing; and coordination with subconsultants.
- Construction Administration, which consists of anticipated office work and assistance with the Resident Project Representative (RPR), FAA, SPONSOR and NHDOT. Construction Administration work will occur before, during, and after construction.
- Resident Engineering services include providing an RPR for on-site construction oversight, construction start-up, material quality assurance testing per the contract specifications, and limited post-construction work.

DETAILED SCOPE OF WORK

The CONSULTANT shall provide the following professional services for the above-described project as shown on the attached Fee Summary and Fee Detail:

TASK 1 – PROJECT MANAGEMENT/ADMINISTRATION

The following items of work shall be undertaken on behalf of the SPONSOR under the category of Project Management/Administration:

- A. Develop Scope and Fee: Prepare scope of services, fee estimate, and blank Independent Fee Estimate (IFE) spreadsheet and submit to SPONSOR for review.
- B. Scope and Fee Negotiations: Submit the Draft Task Order for review and revise scope and fee based on inputs and adjustments from SPONSOR and NHDOT. SPONSOR to draft a record of negotiations.
- C. Develop Task Order: Submit the final Task Order, along with revised scope and fee, based on input and adjustments from SPONSOR and NHDOT. Coordinate execution with SPONSOR.
- D. Subconsultant Coordination: Develop Request for Proposal, including scope, graphics, and estimate for material testing services. Develop contract agreements with chosen subconsultant. Miscellaneous coordination with subconsultant throughout the project including scheduling and reviewing of subconsultant invoices.
- E. NHDOT & SPONSOR Project Coordination: Provide monthly Federal Aviation Administration progress reports (FAA Form 5370) and overall project coordination with SPONSOR and NHDOT.
- F. Project Designer Coordination: Perform coordination with the DESIGNER for material submittal reviews, safety and phasing plan document reviews, Contractor Quality Control Plan reviews, Requests for Information reviews, clarifications on design conflicts (the DESIGNER will perform and provide plan modification sketches - refer to CONSTRUCTION ADMINISTRATION subtask G) to be in conformance with the original design intent. In addition, provide coordination and applicable input with the DESIGNER for Record Drawings and other miscellaneous items.
- G. NHDOT Grant Administration: Assist the SPONSOR with Grant Application, up to five (5) Grant Reimbursement Requests with the necessary reports and documentation, NHDOT Grant Closeout package, and provide miscellaneous grant assistance to the SPONSOR.
- H. Miscellaneous Assistance: The CONSULTANT will provide project-related administration assistance as requested by SPONSOR.

TASK 2 – CONSTRUCTION ADMINISTRATION

The following items of work shall be undertaken on behalf of SPONSOR under the category of Construction Administration:

- A. Conformed Documents: Distribute the Conformed Documents, *as prepared by the DESIGNER*, to SPONSOR, NHDOT, and Contractor. CONSULTANT assumes the Conformed Documents consists of the bidding documents, as modified by Addenda during the Bidding process. *Any modifications to the original sealed Conformed Set of Contract Documents and Plans during construction will be prepared by the DESIGNER, submitted to the CONSULTANT for issuance to the Contractor as Change Directives. The DESIGNER is the only authority that can change the Conformed Documents.*
- B. Pre-Construction Conference: Schedule, prepare for, and conduct a Pre-Construction Conference. Prepare meeting notes for distribution.
- C. Runway Shutdown Coordination: Perform coordination by the Construction Safety and Phasing Plan (CSPP), with the SPONSOR, Contractor, and FAA Tech Ops; prepare backup documentation required by the SPONSOR for the issuance of Notice to Air Missions (NOTAMS) for the closures

for Runway 02-20 and Runway 14-32 assuming daily closures with the reopening of the Runway at the end of each construction day by the SPONSOR as described in the CSPP.

- D. Safety Plan Compliance Document (SPCD) Review: *Performed by the DESIGNER with copies to SPONSOR and CONSULTANT.* CONSULTANT will distribute the Contractor's document(s) to the DESIGNER, receive the DESIGNER's review and distribute to the Contractor.
- E. Material Submittal (Shop Drawings), Safety Document & QC Program Review: *Performed by the DESIGNER with copies to SPONSOR and CONSULTANT.* CONSULTANT will distribute the Contractor's document(s) to the DESIGNER, receive the DESIGNER's review and distribute to the Contractor.
- F. Review SWPPP Reports: Review Storm Water Pollution Prevention Plan (SWPPP) monitoring and compliance reports prepared by the Contractor.
- G. Field Sketches: *Performed by the DESIGNER to prepare supplementary sketches and technical interpretations to resolve actual field or unknown conditions encountered with copies to the SPONSOR and CONSULTANT.* CONSULTANT will communicate with the DESIGNER, receive the DESIGNER's field sketches and distribute to the Contractor. Refer to the Section G Assumptions for assumed quantity.
- H. Respond to Requests for Information (RFI's): *Performed by the DESIGNER to prepare RFI responses with copies to the SPONSOR and CONSULTANT.* CONSULTANT will distribute the Contractor's document(s) to the DESIGNER, receive the DESIGNER's review and distribute to the Contractor. Refer to the Section G Assumptions for assumed quantity.
- I. Change Orders: Review and process Construction Change Orders. Refer to the Section G Assumptions for assumed quantity.
- J. Support and Assistance to RPR: Provide office assistance and support to the Resident Project Representative (RPR) during construction to answer questions on plans and site conditions and assist with minor field adjustments or implementing DESIGNER supplemental sketch modifications.
- K. Review Material Testing Reports: Review material testing reports including the review of the Quality Assurance subcontractor's material testing results with Bituminous Asphalt Percent Within Limits (PWL) calculations and the Contractor's eligibility for partial payment. Refer to the Section G Assumptions for assumed quantity.
- L. On-Site Weekly Meetings and Field Visits: Attend on-site field visits for construction job meetings at the Airport on a weekly basis throughout the course of construction. Refer to the Section G Assumptions for assumed quantity.
- M. DBE Compliance Monitoring: Track payment requests and subcontracts as it relates to the published Disadvantage Business Enterprise (DBE) Project Goal for the Contractor. Review the Contractor's DBE Expenditure Reports for compliance with the DBE Notice of Intent submitted at the time of bidding and report to the SPONSOR's DBE Liaison Officer any shortfalls and offer recommendations to resolve or justification to approve the shortfalls. Refer to the Section G Assumptions for assumed quantity.
- N. Payment Requisition Review: Review the RPR's reviewed Contractor prepared Payment Requisitions and submit the Contractor's payment requests to SPONSOR. Refer to the Section G Assumptions for assumed quantity.
- O. Certified Payroll Review: Review the Contractor's and subcontractor's certified payrolls and coordinate with the Contractor for disputes in wage rates and/or fringe benefits and keep a list of

reviewed Contractor's certified payrolls in a log format. Refer to the Section G Assumptions for assumed quantity.

- P. Preliminary Punchlist Review: Prepare the project preliminary punch list with the RPR and coordinate the punch list completion with the Contractor and the RPR.
- Q. Final Inspection with Memo and Punch List Review: Coordinate and attend the Final Inspection with SPONSOR, Contractor, and NHDOT and prepare a Final Inspection punch list and memorandum.
- R. Record Drawings: Coordinate the preparation and distribution of the Record Drawings. *The Record Drawings will be prepared by the DESIGNER based on information obtained from the Contractor's Red-Line Drawings, Contractor's Survey Data, CONSULTANT's and Contractor's notes on the construction and reported unforeseen conditions.* CONSULTANT will distribute the Contractor's document(s) to the DESIGNER, receive the DESIGNER's Record Drawings and distribute to the OWNER and NHDOT.
- S. Assistance with Contractor's Project Closeout Coordination: Coordinate with the Contractor to receive required documentation for the closeout of the project per the Contract Documents.
- T. Project Closeout Documentation: Coordinate and provide project closeout documentation required by the NHDOT and SPONSOR from the project records.
- U. ALP Update for Project Related Changes: CONSULTANT will prepare a "pen-and-ink" change to the Airport Layout Plan (ALP) "Existing Facilities Plan" and "Ultimate Airport Layout Plan" that depicts the project's final construction conditions and distribute the updated ALP to the SPONSOR and NHDOT. Plans will be issued in PDF format.
- V. Assist the SPONSOR with extending the expired NHDES Alteration of Terrain (AoT) permit. This task includes conducting up to one (1) meeting with two (2) CONSULTANT staff to meet with the NHDES, SPONSOR and DESIGNER. Assistance will include supporting the SPONSOR by providing written justification in memorandum format for the SPONSOR to send to NHDES to request an extension to the expired AoT permit.

TASK 3 – RESIDENT ENGINEERING

Provide one (1) full-time, on-site engineering staff, the RPR, to monitor construction for general conformity with the Conformed Set of Contract Documents to the extent of the customary practice of professional engineers for this work. If required, a second RPR subconsultant will be used during paving days.

The construction period will be ninety (90) calendar days. In addition, it is assumed that the RPR will require five (5) days prior to the start of construction for project start-up, for project orientation and Contractor coordination, and five (5) days after the construction for follow-up to monitor punch list work, record keeping, and coordinate project closeout documentation.

The RPR's responsibilities include, but are not limited to, the following:

- Act as the SPONSOR's representative on the construction site and assist with project coordination.
- Record daily information about on-site personnel and subcontractors.
- Record daily construction progress in an engineer's logbook and provide Daily Reports.
- Assist with the Construction Administrator in the preparation of monthly FAA construction progress reports (Project Management / Administration, subtask E).

- Assist SPONSOR with the implementation of the CSPP and SPCD.
- Prepare agendas, conduct weekly job progress meetings, and develop meeting notes for distribution to stakeholders.
- Coordinate with SPONSOR and DESIGNER.
- Coordinate with SPONSOR Airport Operations and Maintenance.
- Observe the work for general compliance with the specification and plan requirements to the extent of the customary practice of professional engineers for this work.
- Track the Contractor's construction progress against the Contractor's approved schedule and provide notification to the SPONSOR and Contractor for any delays.
- Assist the Contractor in clarification of the design through coordination with DESIGNER.
- Review the weekly Contractor prepared erosion and sedimentation control reports.
- Review and recommend approval or denial of the Contractor's monthly payment requisitions, based on SPONSOR billing instructions to verify that required forms are completed and submitted with each monthly payment requisition.
- Maintain records of measurement (quantities) for payment items.
- Field coordination with a Material Testing subconsultant for the scheduling of acceptance testing.
- Maintain a set of "Red-Line Record Drawings" indicating notes about revisions made and unforeseen conditions encountered.
- Perform Davis-Bacon Labor Rates employee interviews.
- Perform DBE Commercially Useful Function review for each DBE Contractor and Subcontractor.

DELIVERABLES

In conjunction with the performance of the foregoing services outlined above, the CONSULTANT shall provide the following submittals/deliverables to SPONSOR:

Pre-Task Order

- 1) Draft and final CONSULTANT task order.
- 2) Detailed IFE, draft, and final CONSULTANT fee spreadsheet.

Pre-Construction

- 1) Revisions to Bidding Contract Documents and Plans, as modified by Addenda during the Bidding process, in the form of Contractor Change Directives and Conformed Documents (*prepared & provided by DESIGNER to the CONSULTANT and Contractor*)
- 2) Conformed Set of Contract Documents and Plans in PDF format to the SPONSOR, CONSULTANT and Contractor (*prepared & provided by DESIGNER*)
- 3) Preparation, submission and approval of the CSPP with the FAA (*prepared & coordinated by DESIGNER*)
- 4) Conformed Contract Documents and Plans (up to two (2) full scale and eight (8) half scale hard copies) by CONSULTANT. *Documents to be prepared by DESIGNER for Contractor, SPONSOR, NHDOT and CONSULTANT use.*
- 5) Pre-Construction Conference Agenda, Sign-in Sheet, and meeting minutes.

Construction

- 1) Copies of the reviewed Contractor's SPCD. (*reviewed & provided by DESIGNER*)
- 2) Copies of the Contractor's reviewed and approved schedule
- 3) Copies of the reviewed material submittals. (*reviewed & provided by DESIGNER*)
- 4) Weekly copies of the construction meeting agenda and minutes
- 5) Copies of Supplemental Sketches and Responses to the Contractor's RFI. (*prepared & provided by DESIGNER*)
- 6) Copies Change Orders
- 7) Requests for Information responses. (*prepared & provided by DESIGNER*)
- 8) Quality Assurance Testing reports
- 9) Contractor's Payment Requests, including monthly documentation of DBE reporting forms, certified payrolls, and lien waivers.
- 10) Monthly tracking and review of the Contractor's DBE compliance
- 11) Davis-Bacon Wage interview form(s).
- 12) DBE Commercially Useful Function Review form(s)
- 13) Preliminary and final inspection punch lists
- 14) Final inspection memorandum
- 15) NHDOT reimbursement requests

Post-Construction

- 1) Project Closeout Report. Documentation to include, but not be limited to, NHDOT required documents for Project Closeout including:
 - CONSULTANT and DESIGNER's Task Orders
 - Copies of Pre-Construction Meeting Notes
 - Contractor Schedules
 - Copies of Final Reviewed Weekly Progress Meeting Notes
 - Copies of Supplemental Sketches (*prepared & provided by DESIGNER*)
 - Copies of RPR's Written Reports (Daily Notes & Monthly FAA Reports)
 - Copy of Final Contractor Pay Request & Quantity Over/Under Justification memorandum
 - Copies of approved Change Orders
 - Reviewed copies of the Certified Payrolls and a log file of the review
 - Copies of Employee Davis-Bacon Interview Forms
 - Final Inspection Memorandum
 - Project Closeout Written Report
 - Select Representative Project Photos
 - Copy of any Contractor's warranties
 - Summary of Quality Assurance Testing reports
- 2) Record Drawings (*prepared & provided by DESIGNER*)
- 3) Pen & ink ALP updates

All deliverables will be provided in electronic format in applicable Microsoft application, AutoCAD, and PDF format. Conformed Plan submission will also include two (2) full scale copies and eight (8) half-scale hard copies to the CONSULTANT for distribution to SPONSOR, NHDOT and Contractor. Project Closeout Record Plans will include two (2) full-scale hard

copies and four (4) half-scale copies to the CONSULTANT.

Section B. – Schedule

CONSULTANT shall perform the SERVICES and deliver the related documents on a schedule that is dependent on the award of the FAA / NHDOT grants and the Contractors schedule.

Section C. – Compensation

In return for the performance by CONSULTANT of the obligations set forth in this Task Order, SPONSOR shall pay to CONSULTANT according to the following terms:

The CONSULTANT’s labor will be on an ACTUAL COST-PLUS FIXED FEE basis.

Subconsultant for Quality Assurance material testing and Supplemental RPR services will be paid on an ACTUAL COST-PLUS FIXED FEE basis with supporting documentation.

Reasonable out-of-pocket expenses for telephone calls, transportation and subsistence, reproduction of reports, express delivery, and other services and materials will be billed at their actual cost with supporting documentation.

The Total Fee for this Agreement shall not exceed \$xxx,xxx.00 without a Contract Amendment.

Therefore, the total fee is summarized by:

CONSULTANT Labor (Actual Cost + Fixed Fee):	\$ xxx,xxx.00
Supplemental RPR (Not-to-Exceed)	\$ 7,500.00
Quality Assurance Material Testing (Not-to-Exceed):	\$ 27,500.00
<u>Expenses (Not-To-Exceed):</u>	<u>\$ xx,xxx.00</u>
<u>TOTAL FEE (Not-To-Exceed):</u>	<u>\$xxx,xxx.00</u>

The DESIGNER’s fee will be paid directly by the SPONSOR.

Section D. – Subconsultants

CONSULTANT subconsultants are as follows:

- a. Quality Assurance Material Testing – John Turner Consulting
- b. Supplemental RPR Services – Orion Engineers & Associates (DBE)

Section E. – SPONSOR’s Responsibilities

SPONSOR shall perform and/or provide the following without unnecessary delay. Unless otherwise provided in this Task Order, SPONSOR shall bear all costs incident to compliance with the following:

- a. Perform all bidding and award responsibilities and documentation with the DESIGNER.

- b. Provide copies of all executed Task Orders for project closeout.
- c. Obtain digital copies (i.e. AutoCAD and Word) of the Conformed Set of Contract Documents and Plans for the CONSULTANT's use during construction from the DESIGNER.
- d. Provide guidance on existing electrical circuitry and other existing site knowledge to the Resident Project Representative.
- e. Provide escorts for CONSULTANT and/or subconsultants, as required.
- f. Close and open airport facilities including runways, taxiways, and aprons.
- g. Coordinate with tenants and perform the notifications on the FAA website for the Notice to Air Missions (NOTAMS) for all construction activities, including Runway and Taxiway closures.

Section F. – Project Organization

The following key staff will be dedicated to this project unless approved by SPONSOR:

Company President.....	Chad Nixon
Principal-in-Charge.....	Brian Smith, PE
Client Manager	Stephen Bourque
Project Manager.....	TBD
Resident Project Representative	TBD

Section G. – Other Provisions

The parties agree to the following additional provisions with respect to this specific Task Order:

ASSUMPTIONS:

1. It is assumed that the construction period will be ninety (90) calendar days (13 weeks), based on project specifications and anticipated production rates. In addition, it is assumed that the Resident Project Representative will require an overtime rate for work in addition to the standard 40 hours/week.
2. As part of the CSPP prepared by the DESIGNER, it is assumed that any Strategic Runway Closure that may be necessary will be performed by the SPONSOR with assistance from the CONSULTANT for any runway shutdowns. However, it is further assumed and anticipated that the CSPP will only involve daytime closures with the use of Notice to Air Missions (NOTAMS) based on the runways being open at the end of each working day.
3. Although the project was designed and bid by the DESIGNER it is assumed the CONSULTANT will perform many tasks for the construction administration and all of the resident project representation for the SPONSOR. Therefore, the original design intent concepts to be used will be as described in the plan set and project specifications or other Contract Documents or based on be further interpretation by the DESIGNER. If field modifications are required based on minor differing site conditions (e.g. minor differing soil conditions or similar, etc.) than those shown and used for the original design and plans, the CONSULTANT will contact and

coordinate with the DESIGNER to provide interpretations of the design for the differing condition work assuming they will perform to the extent which is the usual and customary practice of professional engineers for the type of work in this location for a field change resolution. However, if there are design errors and omissions or other constructability issues not within the control of the CONSULTANT, the liability and any associated costs for the resolution of the design conflicts will not be borne by the CONSULTANT, but by the DESIGNER.

4. Assumes the DESIGNER will perform reviews individual material submittal items, CSPP and SPCD reviews, Contractor Quality Control Plan reviews, Request for Information (RFI) Reviews, Design concept interpretations and coordination, supplemental clarification sketches and Change Orders review and coordination. It is also assumed the DESIGNER will review and process Shop Drawings, Certificates of Compliance, and other Contractor submittals.
5. Assumes up to thirty-five (35) submittals for the project. CONSULTANT will manage the submittal process by conducting the following: preparation of project submittal logs, recording each submittal upon receipt from the Contractor, providing written justification for submittal revisions and/or rejection, recording the review status of each submittal on the submittal log, and distribution of DESIGNER reviewed submittals to the Contractor and the SPONSOR.
6. Assumes CONSULTANT will manage multiple construction related to documents to include the following: up to four (4) field sketches prepared by the DESIGNER; up to three (3) RFIs answered by the DESIGNER; up to two (2) Change Order preparations and processing by CONSULTANT; up to thirty-five (35) material test reports by CONSULTANT; up to four (4) DBE paperwork compliance reviews by CONSULTANT; up to four (4) payment request reviews by CONSULTANT; and up to one hundred (100) Contractor and Subcontractor Certified Payroll reviews by CONSULTANT.
7. Assumes up to five (5) NHDOT AIP Grant reimbursement requests, up to four (4) monthly grant progress reports, and the Project Closeout package.
8. Assumes up to fourteen (14) weekly (including one (1) pre-work coordination meeting) and two (2) unforeseen site condition field visits for the project duration.
9. Assumes the Contractor will perform the As-Built Survey and provide "red line" plans to the DESIGNER for the preparation of the Record Drawings by the DESIGNER. However, the CONSULTANT will provide any notes or additional "red line" plan information to the DESIGNER for the preparation of the Record Drawings.
10. Assumes no special environmental monitoring will be required by the CONSULTANT during the project.
11. Assumes no construction permit fees are required to be paid by the CONSULTANT for this project.

FEE SUMMARY

9-May-2025

**McFarland-Johnson, Inc.
Keene Dillant-Hopkins (EEN) Airport
Taxiway Alpha Reconstruction
Construction Administration and Resident Engineering Services
Task Order #TBD**

Task and Description	Hours	Fee
Task 1 - Project Management / Administration	213	\$ 44,120.00
Task 2 - Construction Administration	471	\$ 87,130.00
Task 3 - Resident Engineering	828	\$ 193,450.00
Totals	1,512	\$ 324,700.00

Subconsultants \$ 35,000.00
MJ Expenses \$ 33,576.83
MJ \$ 256,123.17

FEE DETAIL

9-May-2025

McFarland-Johnson, Inc.
 Keene Dillant-Hopkins (EEN) Airport
 Taxiway Alpha Reconstruction
 Construction Administration and Resident Engineering Services
 Task Order #TBD

Task 1 - Project Management / Administration

	Project Role: Labor Category: Hourly Rate	Division Manager	Client Manager	Project Manager	Engineer		Engineer	Engineer	Engineer	Grant Support	Administrative Support	Hours
		Sr. Project Manager	Project Eng/Analyst	Sr. Project Manager	Project Engineer	Project Engineer	Sr. Engineer	Asst. Engineer	Junior Engineer	Sr. Technician	Jr. Technician	
		\$90.00	\$46.50	\$87.50	\$66.00	\$57.22	\$45.00	\$42.50	\$36.00	\$36.30	\$25.00	
A	Develop Scope and Fee	2		4	8						2	16
B	Scope and Fee Negotiations	2		2								4
C	Develop Task Order	1		2	2						2	7
D	Subconsultant Coordination			4		2		4				10
E	FAA, NHDOT & SPONSOR Project Coordination	2	2	12								16
F	Project Designer Coordination	2	2	24		60						88
G	Grant Administration	2		4		2				36	2	46
H	Micellaneous Assistance	2		16		8						26
TOTAL Hours		13	4	68	10	72	0	4	0	36	6	213
		\$ 1,170.00	\$ 186.00	\$ 5,950.00	\$ 660.00	\$ 4,119.84	\$ -	\$ 170.00	\$ -	\$ 1,306.80	\$ 150.00	

Expenses

Misc. Printing, Overnight Pkg, Conference Call	\$ 122.99
Rental Car with Fuel & Tolls (0 Days @ \$80/Day)	\$ -
Meals: (0 @ \$15/Each)	\$ -
Lodging: (0 Night @ \$125/Night)	\$ -
Total Expenses	\$ 122.99

Outside Services

None	\$ -
Total Outside Services:	\$ -

TOTAL HOURS	213
TOTAL DIRECT LABOR COST	\$ 13,712.64
OVERHEAD @ 179.00%	\$ 24,545.63
TOTAL LABOR COST	\$ 38,258.27
FEE @ 15%	\$ 5,738.74
SUBTOTAL	\$ 43,997.01
TOTAL EXPENSES	\$ 122.99
TOTAL OUTSIDE SERVICES	\$ -
TOTAL TASK	\$ 44,120.00
USE	\$ 44,120.00

McFarland-Johnson, Inc.
 Keene Dillant-Hopkins (EEN) Airport
 Taxiway Alpha Reconstruction
 Construction Administration and Resident Engineering Services
 Task Order #TBD

Task 2 - Construction Administration

	Project Role: Labor Category:	Division Manager	Project Manager	Engineer	Engineer	Engineer	Engineer	Engineer	Engineer	Grant Support	Administrative Support	Hours
		Sr. Project Manager	Sr. Project Manager	Sr. Project Engineer	Electrical Engineer	Project Engineer	Sr. Engineer	Asst. Engineer	Junior Engineer	Sr. Technician	Jr. Technician	
Hourly Rate		\$90.00	\$87.50	\$66.00	\$56.50	\$57.22	\$45.00	\$42.50	\$36.00	\$36.30	\$25.00	
A	Distribution of Conformed Documents					2					2	4
B	Pre-Construction Conference		8			4						12
C	Runway Shutdown Coordination/NOTAMs		2									6
D	Safety Plan Compliance Document (SPCD) Review	Performed by Dubois & King										
E	Shop Drawings & QC Program Review	Performed by Dubois & King										
F	Review SWPPP Report		1			4						5
G	Field Sketches (Up to 4)	Performed by Dubois & King										
H	Respond to Request for Information (RFI) (Up to 3)	Performed by Dubois & King										
I	Change Order Review & Processing (Up to 2)	2	4			8			8			22
J	Support and Assistance to RPR	2	16		8	40						66
K	Review Material Testing Reports (up to 35)		4			8						12
L	On-site weekly meetings and field visits (Up to 14)		28		16	56						100
M	DBE Compliance Monitoring (Up to 4)		2			2			8	4		16
N	Payment Requisition Review (Up to 4)		4			12				2		18
O	Certified Payroll Review (Up to 100)					8			50			58
P	Preliminary Punch List Review		4			8						12
Q	Final Inspection with Memo & Punch List Review		8			10						18
R	Record Drawing Preparation	Performed by Dubois & King										
S	Assistance with Contractors Project Closeout Coord.		4			8		4	16	4		36
T	Project Closeout Documentation	2	4			8		12	20	8	16	70
U	ALP Update for Project Related Changes		1				2		8			11
V	Assist with NHDES AoT Permit extension		1	4								5
TOTAL Hours		6	91	4	24	182	2	16	110	18	18	471
		\$ 540.00	\$ 7,962.50	\$ 264.00	\$ 1,356.00	\$ 10,414.04	\$ 90.00	\$ 680.00	\$ 3,960.00	\$ 653.40	\$ 450.00	

Expenses	
Misc. Expenses (Overnight Pkg, Incidentals, Etc.)	\$ 317.05
Conformed Plan Printing Expenses	\$ - (Designer to Perform)
NH Rental Car with Fuel & Tolls (17 Days @ \$80/Day)	\$ 1,360.00
NY Rental Car with Fuel & Tolls (2 Day @ \$150/Day)	\$ 300.00
Meals: (20 @ \$15/Each)	\$ 300.00
Per Diem Meals: (2 @ \$60/Each)	\$ 120.00
Lodging: (1 Night @ \$125/Night)	\$ 125.00
Total Expenses	\$ 2,522.05
Outside Services	
None	\$ -
Total Outside Services:	\$ -

TOTAL HOURS	471
TOTAL DIRECT LABOR COST	\$ 26,369.94
OVERHEAD @ 179.00%	\$ 47,202.19
TOTAL LABOR COST	\$ 73,572.13
FEE @ 15%	\$ 11,035.82
SUBTOTAL	\$ 84,607.95
TOTAL EXPENSES	\$ 2,522.05
TOTAL OUTSIDE SERVICES	\$ -
TOTAL TASK	\$ 87,130.00
USE	\$ 87,130.00

FEE DETAIL

9-May-2025

McFarland-Johnson, Inc.
 Keene Dillant-Hopkins (EEN) Airport
 Taxiway Alpha Reconstruction
 Construction Administration and Resident Engineering Services
 Task Order #TBD

Task 3 - Resident Engineering

	Project Role:	Division Manager	Project Manager	Engineer	Engineer Hours	Engineer OT Hours	Administrative Support	ST Hours	Prem Hours	
		Sr. Project Manager	Sr. Project Manager	Project Engineer	Resident Project Rep.	Resident Project Rep.	Jr. Technician			
	Project Duration: 90 Calendar Days (or 13 Weeks)	Hourly Rate	\$90.00	\$87.50	\$66.00	\$45.00	\$22.50	\$25.00		
A	Resident Engineer - 65 (= 13 x 5) Weekdays @ 12 hrs a day				780	260		780	260	
B	Resident Engineer - Saturday Construction 6 Days @ 8 hrs a day				0	48		0	48	
C	Resident Engineer - Pre-construction 3 days @ 8 hrs a day				24			24	0	
D	Resident Engineer - Post-Construction 3 days @ 8 hrs a day				24			24	0	
TOTAL Hours		0	0	0	828	308	0	828	308	
		\$ -	\$ -	\$ -	\$ 37,260.00	\$ 6,930.00	\$ -			

Expenses
 See attached breakdown
Total Expenses

\$ 30,931.79
\$ 30,931.79

Outside Services
 Supplemental RPR (Estimated)
 Material Testing (Estimated)
Total Outside Services:

\$ 7,500.00
\$ 27,500.00
\$ 35,000.00

TOTAL REGULAR HOURS	828
TOTAL PREMIUM HOURS	308
TOTAL DIRECT LABOR (Straight Time)	\$ 37,260.00
OVERHEAD (ST Only) @ 179.00%	\$ 66,695.40
OVERTIME PREMIUM COST	\$ 6,930.00
TOTAL LABOR COST	\$ 110,885.40
FEE @ 15%	\$ 16,632.81
SUBTOTAL	\$ 127,518.21
TOTAL EXPENSES	\$ 30,931.79
TOTAL OUTSIDE SERVICES	\$ 35,000.00
TOTAL TASK	\$ 193,450.00
USE	\$ 193,450.00

FEE SUMMARY

**McFarland-Johnson, Inc.
Keene Dillant-Hopkins (EEN) Airport
Taxiway Alpha Reconstruction
Construction Administration and Resident Engineering Services
Task Order #TBD**

**Task Order Expenses
Task 3 - Resident Engineering**

a. Travel - Vehicle Rental - Estimate

	<u># of Cars</u>	<u>Costs</u>	<u>Units</u>	<u>No.</u>	
Vehicle Rental (Monthly) From Concord, NH	1	\$ 1,800.00	Month	3.5	\$ 6,300.00
Misc R.T. Travel Expense (Toll/Etc)	1	\$ 2.00	Toll	0	\$ -
	<u>Miles (R.T.)</u>	<u>MPG</u>	<u>Cost/Gallon</u>		
Fuel for Rental Car	130	15	\$ 4.00	Gal	93
Site Miles	60	15	\$ 4.00	Gal	93
					\$ 3,224.00
					\$ 1,488.00
					\$ 11,012.00

b. Lodging, Sustenance, Etc.

Lodging	\$ 125.00	Night	93	\$ 11,625.00
Meals and Incidental Expenses (M&IE)	\$ 68.00	Day	93	\$ 6,324.00
M&IE (First/Last Day)	\$ 51.00	Day	0	\$ -
Meals (Day Trip)	\$ 15.00	Meal	5	\$ 75.00
				\$ 18,024.00

c. Deliverables - Printing

	<u>No. of Sets</u>	<u>Drawings / Set</u>	<u>Cost / Sheet</u>	
Construction Sets	4	60	\$ 2.00	\$ 480.00
As-Built Dwgs - Half	4	60	\$ 2.00	\$ 480.00
As-Built Dwgs - Full	2	60	\$ 3.50	\$ 420.00
Miscellaneous	1			\$ 190.40
				\$ 1,570.40

d. Postage and Communications

	LS	\$ 325.39
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Total Expenses: \$ 30,931.79

Supplemental RPR (Estimated)	\$ 7,500.00
Material Testing (Estimated)	\$ 27,500.00

Total Subconsultants: \$ 35,000.00



Architectural and Engineering Services
Record of Negotiations

Date: June 9, 2025

Job Title: Reconstruct Taxiway A

Location: Keene Dillant-Hopkins Airport

1. A pre-design scoping meeting was held between McFarland Johnson (MJ), the City of Keene (Keene Dillant-Hopkins Airport), and the New Hampshire Department of Transportation (NHDOT) Bureau of Aeronautics on March 9, 2023.
2. A scope of work was developed for the City of Keene for the Engineering Services associated with project administration, construction administration and resident project representative services.
3. McFarland Johnson submitted a draft scope of work to Keene Dillant-Hopkins Airport for review on May 9, 2025.
4. Based upon the scope of work, a Cost-Plus-a-Fixed-Fee contract was determined to be appropriate in accordance with AC 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.
5. Crosscheck IFE, LLC was contracted to perform an Independent Fee Estimate for the project. Crosscheck IFE, LLC was provided with the scope of work for MJ for the Engineering Design Services on May, 2025.
6. Crosscheck IFE, LLC submitted a completed Independent Fee Estimate on May 14, 2025, indicating a fee estimate of \$315,000.
7. MJ submitted the fee proposal on May 17, 2025, of \$324,700.
8. Based upon analysis:
 - a. MJ's total project costs are 3.1% more than the project costs estimated by Crosscheck IFE, LLC.
 - b. MJ's labor costs (\$256,123.17) are 4.0% more than the direct labor costs estimated by Crosscheck IFE, LLC (\$246,389.69).
 - c. MJ's project hours (1,512) are 1.5% more than the project hours estimated by Crosscheck IFE, LLC (1,490).
9. The final fee proposal is considered reasonable by the City of Keene and appears to have all of the requisite work items for the project to succeed. A contract will be prepared for the agreement between the City and MJ once a grant agreement is approved.
10. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14E have been followed.

A handwritten signature in black ink, appearing to read "David Hickling", with a horizontal line extending to the right.

David Hickling
Airport Director



CROSSCHECK IFE, LLC
401 Newcastle Road
Syracuse, New York 13219

May 14, 2025

Mr. David Hickling, Airport Director
Keene Dillant-Hopkins Airport
80 Airport Road
Keene, NH 03431

RE: Independent Fee Estimate (IFE) for
Construction Administration and Resident Engineering Services
Reconstruct Taxiways A, A3, and T
Keene Dillant-Hopkins Airport (EEN)

Dear Mr. Hickling:

Crosscheck IFE, LLC ("Crosscheck") has completed the Independent Fee Estimate (IFE) for the Construction Administration and Resident Engineering Services, Reconstruct Taxiways A, A3, and T project at Keene Dillant-Hopkins Airport (EEN). The IFE total is \$315,000.

The prime Consultant for this project is McFarland Johnson, Inc. There are two subconsultants for this project. Their names, services and estimated fees are:

- | | | |
|--------------------------------------|--|-------------|
| • Orion Engineers & Associates (DBE) | Supplemental Resident Project Representative (RPR) | \$7,500.00 |
| • John Turner Consulting | Construction Materials Testing | \$27,500.00 |

The attached IFE spreadsheet details the estimated labor hours, direct expenses and subconsultant fees for the project, for McFarland Johnson, Inc. as prime consultant, as well as the two subconsultants.

This IFE is based upon the scope of work provided to Crosscheck IFE, LLC via email dated Monday, May 12, 2025.

The acceptable range of costs for this project is between \$283,500 and \$346,500.

Thank you for the opportunity to provide this service to the City of Keene and the Keene Dillant-Hopkins Airport. If you have any questions regarding this IFE, please do not hesitate to call me at (315) 243-7428.

Sincerely,

James Dolan
President, Crosscheck IFE

Attachments



May 5, 2025

TO: Elizabeth Ferland, City Manager *EAF*
Through: Yves Gakunde, Purchasing and Contract Services Manager *[Signature]*
FROM: David Hickling, Airport Director *[Signature]*
RE: Agreement with DuBois & King for Airport Taxiway Design

Elizabeth, as we have previously discussed, when the taxiway A project was first designed in 2019, the extension and reconstruction work were designed as a single project. At the direction of the FAA, it was divided into two separate projects. To accommodate this, Dubois & King created two separate projects, with two separate bid documents and two separate construction plans.

It was expected that once the reconstruction phase was bid and a grant was executed, we would pay them for that work and then we would be reimbursed through the associated grant. Due to delays in receiving grant offers we were not able to accept the grants with which to pay for this work.

We have reached a point where we need to pay for this work in order to get Dubois & King to perform the work required to move this project forward. This work is eligible for FAA AIP funding, and we will be able to be reimbursed once we get a grant executed for this project.

There are two project budgets associated with this project with combined available funds totaling \$70,438. This agreement for work already performed is for \$66,105. Once a grant is finalized and a contract is awarded, we will need 5% for our local share. The project is now estimated at \$3,888,906 which leaves a local match of \$194,445. We will look to use unused funds from other airport projects to come up with the local match.

Attached is the engineering agreement for the work described above. If you agree with this course of action, please sign as needed so that we can take care of these obligations.

I am available to discuss this further if needed.

Thank you.

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

**RECONSTRUCT TAXIWAY 'A' (3,500' X 35')
RECONSTRUCT TAXIWAY 'A3' (440' X 35') & RECONSTRUCT
TAXIWAY 'T' (250' X 5')**

**SBG Project No. 08-20-2020
City of Keene Contract No. 01-20-32**

at the

**DILLANT-HOPKINS AIRPORT
KEENE, NEW HAMPSHIRE**

Revised May 5, 2025

Prepared by:
DuBOIS & KING, INC.
15 Constitution Drive, Suite 1L
Bedford, NH 03110

**DILLANT-HOPKINS AIRPORT
KEENE, NH**

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Attachments

Engineering Fee Summary and Labor-hour Spreadsheets
Certificate of Insurance

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE FOLLOWING:**

**RECONSTRUCT TAXIWAY 'A' (3,500' X 35')
RECONSTRUCT TAXIWAY 'A3' (440' X 35') &
RECONSTRUCT TAXIWAY 'T' (250' X 5')**

**SBG Project No. 08-20-2020
City of Keene Contract No. 01-20-32**

AT THE

**DILLANT-HOPKINS AIRPORT
KEENE, NEW HAMPSHIRE**

May 2025

THIS AGREEMENT entered into this ____ day of ~~October 2024~~ by and between the City of Keene, acting through its Airport Commission, hereinafter referred to as the Owner, and the firm of DuBois & King, Inc., 15 Constitution Drive, Suite 1L, Bedford, NH, referred to as the Engineer, for study development and administrative services in connection with improvements to the Dillant-Hopkins Airport as hereinafter specified:

WITNESSETH THAT:

WHEREAS, the Owner proposes to perform the reconstruction of TW A (3500' x 35'), TW A3 (440' x 35') and TW T (250' x 25'). Other components of the project shall consist of grading, lighting, erosion control, storm drainage, paving, and marking;

WHEREAS, the Owner desires professional engineering services in connection with the aforesaid study to be developed in compliance with the regulations of the Federal Aviation Administration (FAA), and the New Hampshire Department of Transportation – Bureau of Aeronautics (NHDOT) hereinafter referred to as the State Bureau of Aeronautics;

WHEREAS, the Engineer was under contract for SBG 08-18-2019 which included the design of the entire taxiway. However, it was later determined that FAA funding was not available for the extension and the reconstruction, so SBG 08-20-2021 paid for the entire design as a single project and the bidding and construction of the Extension. The unpaid portion is the additional cost to separate the taxiway work into two separate bid sets (Article B) for the extension and reconstruction, and the cost to bid the second project (Article D); and;

NOW THEREFORE, the Engineer for the fees and reimbursements estimated to total \$ \$66.105 for this project and not to be exceeded unless a supplemental agreement is executed by both parties to the Agreement with approval by the participating Agencies named above, agrees to furnish professional engineering services to the Owner in accordance with the following Articles:

ARTICLE A - COLLECTION OF DATA - NOT USED

**ARTICLE B - STUDIES, DESIGN AND CONSTRUCTION DRAWINGS,
SPECIFICATIONS AND CONSTRUCTION DOCUMENTS**

The Engineer or Sub-consultant agrees to furnish and perform professional services as follows:

1. Perform final pavement design per FAA advisory circular design criteria.
2. Prepare final grading and drainage plan with erosion control and water quality measures for Taxiway A reconstruction.
3. Prepare final grading and drainage plan with erosion control and water quality measures for Taxiway T & A3 reconstruction.
4. Develop final Taxiway A reconstruction cross sections.
5. Develop final Taxiway T & A3 reconstruction cross sections.
6. Prepare final pavement marking plan.
7. Finalize marking, lighting and signage details.
8. Prepare final construction sequence of operations and phasing plan.
9. Prepare a final set of bid documents.
10. Perform a quality assurance / quality control review of the final construction documents.
11. Prepare final quantity take-off and estimate.
12. Attend final design review meeting.

ARTICLE C - PERMITTING - NOT USED

ARTICLE D - BIDDING ARRANGEMENTS

1. Prepare bid proposal forms and contract document packages ready for online plan distribution, including preparation of plan holder documentation forms.
2. Prepare advertisement for construction bids. Coordinate with owner to place ad in the newspaper, Dodge Reports & the Central Register.
3. Distribute plans during the bid process.
4. Administer return of bid documents.
5. Arrange, attend and conduct a Pre-Bid Conference.
6. Respond to RFI's and prepare Addenda.
7. Provide Owner assistance during bid process.
8. Coordinate and administer receipt of bids and conduct bid opening.
9. Analyze bid results, prepare bid abstract, verify contractor qualifications, contact references, review contractor qualifications including superintendent resume, contractor equipment list, and financial statements and prepare a recommendation of construction contract award.
10. Advise Airport on award of construction contract.
11. Prepare and review construction contracts for proper form of Contract Bonds, DBE requirements, required federal certifications and proper signatures by the contractor prior to submitting to Owner for execution.

ARTICLE E – ADMINISTRATION - NOT USED

ARTICLE F - CONSTRUCTION ENGINEERING SERVICES - NOT USED

ARTICLE G - RESIDENT ENGINEER - NOT USED

ARTICLE H - GENERAL PROVISIONS

1. Additional Services

If, during the term of this Agreement, additional services are required, other than those services specified above, the Owner may, in writing, order the Engineer to perform such services, and for such services, the Engineer shall be paid for direct payroll plus 164.36% for overhead, (or the current federal allowed overhead then in effect) plus subconsultants, plus a fixed fee, plus out-of-pocket expenses directly chargeable to the project.

Additional work, beyond the limits of this Agreement, will not be performed by the Engineer without the advance approval of the Owner and the concurrence of the Federal Aviation Administration and NHDOT – Bureau of Aeronautics in writing.

2. Termination of Agreement for Cause

If, through any cause, the Engineer shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, finished or unfinished documents, data, studies, and reports prepared by the Engineer under this Agreement shall, at the option of the Owner, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work completed on such documents.

3. Termination for Convenience of the Owner

The Owner may terminate this Agreement any time by a notice in writing from the Owner to the Engineer. If the Agreement is terminated by the Owner as provided herein, the Engineer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Engineer covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Agreement have been performed upon the effective date of such termination, the Engineer shall be reimbursed (in addition to the above payment) for the portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Engineer during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement.

4. Court Appearances

The Engineer shall be paid for professional services in a legal action or expert witness case for preparation and court appearances, a fee of \$1,000.00 per eight-hour day, \$600.00 per half day or any fraction thereof, plus any company personnel required, at the personnel costs times a factor of 3.0. The Engineer shall be reimbursed for direct non-salary expenses, including, but not limited to, automobile travel at the current Federal maximum rate (now \$0.55 per mile), commercial air travel at cost, long distance telephone, subsistence, printing, and reproduction.

The fee is not related to the findings of any Court concerning the adequacy or inadequacy of the Engineer's services but is to be paid by the Owner regardless of the decision of the Court.

5. The Engineer shall be compensated for any additional expenses incurred by attending meetings at geographical locations other than: Bedford N.H., Keene NH., or Concord NH.
6. The Owner must assist in obtaining town authority approvals, give the Engineer access to the airport, issue NOTAMS for the Engineer and supply historical file data when needed by the Engineer.
7. The Engineer shall assign an experienced Registered Professional Engineer, acceptable to the OWNER, FAA and NHDOT, to be in responsible charge of the work performed under the Agreement. The Engineer shall not replace the person in charge without permission of the OWNER. The Engineer shall assign such personnel to the work as may be necessary from time to time to complete the work required.
8. When the tentative schedule, Article F, is extended by a length of time (greater than six (6) months) sufficient to cause a change in employee wage rates and project expense rates, due to circumstances beyond the control of the Engineer, the Engineer shall be entitled to renegotiate the uncompleted lump sum fee and cost-plus-fixed fee estimated amounts contained within this Agreement in proportion to the change in employee wage rates and project expense rates.
9. The Owner may extend the date for delivery of completed plans and contract documents beyond the time specified when the work has been delayed for reasons beyond the control of the Engineer, or due to a delay in submission of material being furnished by the Owner. The Engineer may present to the Owner in writing his request for extension of the allotted time together with its justification, therefore. The Owner will evaluate such request and he may grant such extension of time as is warranted thereby after approval of the Federal Aviation Administration and the NHDOT Bureau of Aeronautics.
10. The Engineer agrees that he will, before commencing the performance of this Agreement, provide Workmen's Compensation Insurance for the benefit of persons employed under this Agreement, and shall continue such insurance in full force and effect during the term of this Agreement. In addition, the Engineer shall procure and

maintain insurance during the term of this Agreement in the amounts and for the types of coverage indicated below:

Commercial General Liability Insurance with limits to \$2,000,000 per occurrence and \$4,000,000 in aggregate.

Automobile Liability, Bodily Injury and Property Damage, with limits to \$1,000,000 combined single incident. The Engineer shall furnish proper certificates evidencing this coverage.

Umbrella liability of \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Worker's Compensation and Employer's Liability of \$500,000 per each accident; \$500,000 disease and \$500,000 policy limit.

ARTICLE I- PERFORMANCE

A tentative schedule for the execution of the above-mentioned engineering services shall be established at a pre-design conference attended by the Owner, the Engineer, Federal Aviation Administration and State Aeronautics Agency and shall become part of this contract. The Engineer shall not start work until a completed, signed and an approved agreement is received by all parties. If so ordered in writing by the Owner, the Engineer may begin the agreement work prior to receiving a completed contract. The initial project schedule is as follows:

PROJECT SCHEDULE

<u>Item</u>	<u>Completion/Submission Date</u>
Advertise for Bids	July 2, 2022
Bid Opening	August 26, 2022
Bid Analysis and Recommendation	September 8, 2022

ARTICLE J - BASIS OF PAYMENT

The Owner hereby agrees to pay the Engineer for services performed under this Agreement as follows: Articles B, D and E shall be based on a lump sum fee.

a. Article A – Collection of Data. – NOT USED

Article B – Study Preparation. The fee for Article B is a lump sum amount of \$46,615.00 arrived at as follows:

Direct Payroll	\$ 15,540.00
Overhead (164.36%)	\$ 25,542.00
Fixed Fee (10%)	\$ 4,108.00
Expenses	\$ 1,425.00
Lump Sum Fee for Article B	\$ 46,615.00

Article C – Permitting. – NOT USED

Article D – Bid Phase. The fee for Article D is a lump sum amount of \$19,490.00 arrived at as follows:

Direct Payroll	\$ 6,245.00
Overhead (164.36%)	\$ 10,264.00
Fixed Fee (10%)	\$ 1,651.00
Expenses	<u>\$ 1,330.00</u>
Lump Sum Fee for Article D	<u>\$ 19,490.00</u>

Article E – Administration. – NOT USED

Article F – Construction Engineering Services. – NOT USED

Article G – Resident Inspection. – NOT USED

- b. Payments are to be made to the Engineer monthly based on an estimated percent of completion of Articles B and D.
- c. The out-of-pocket expenses will also include, but are not limited to, travel mileage billed at the maximum allowed Federal mileage rate (now \$0.55 per mile), long distance telephone calls, faxes, and postage.
- d. The fixed fee shall not be increased except by a Supplemental Agreement amendment for additional services, which substantially increases the scope of services or time for completion.
- e. Any state sales taxes for professional services, which may be applicable to the consulting engineer's services furnished under this contract shall be paid by the Owner.
- f. In the event payment to the Engineer is delayed beyond 60 days from the date of the Engineer's invoice, the Engineer shall receive at the current prime rate of the Chase Manhattan Bank, interest on the unpaid balance from said sixtieth day, subject to state limitations on maximum interest rates.
- g. DuBois & King agrees to name the City of Keene and the New Hampshire Department of Transportation as additional insured on its Commercial General Liability insurance policy for the duration of the Dillant-Hopkins Airport project.

ARTICLE K - ASSURANCE STATEMENT OF THE ENGINEER

DuBois & King, Inc., the Engineer for the subject project, hereby assures that the services performed will be conducted in compliance with the following:

- a. Compliance with Regulation. The Engineer shall comply with the Regulation relative to

nondiscrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulation, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.

- b. Nondiscrimination. The Engineer with regard to the services performed, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts. In solicitations by competitive bidding or negotiation made by the Engineer for services to be performed under a subcontract including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports. The Engineer shall provide information and reports required by the Regulations, directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the NHDOT Bureau of Aeronautics to be pertinent to ascertain compliance with such Regulations, orders and instructions, where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the NHDOT Bureau of Aeronautics as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as are appropriate, including but not limited to:
 - 1. withholding of payments to the Engineer under the Agreement until the Engineer complies, and/or
 - 2. cancellation, termination, or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions. The Engineer shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and/or the interests of the United

States and the State.

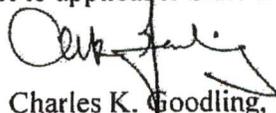
- g. Disadvantaged Business Enterprise DBE Assurance Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
- h. DBE Obligation. The Engineer agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform Agreement. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

ARTICLE L - CERTIFICATIONS OF ENGINEER

I hereby certify that I am the President and duly authorized representative of DuBois & King, Inc. whose address is 15 Constitution Drive, Suite 1L, Bedford, NH 03110, and that neither I nor the above firm I here represent has:

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this Agreement,
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- c. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Bureau of Aeronautics of the New Hampshire Department of Transportation, in connection with this Agreement involving participation State Block Grant, and is subject to applicable State and Federal laws, both criminal and civil.

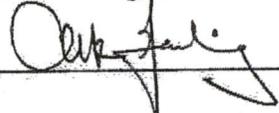

Charles K. Goodling, P.E.
President

ARTICLE M- COOPERATION

The Engineer shall cooperate with representatives and employees of the City of Keene and also the representatives of the Federal Aviation Administration, State Bureau of Aeronautics so that the project may proceed expeditiously and economically. It is understood that the Owner, the Federal Aviation Administration, and the State Bureau of Aeronautics will furnish the Engineer with any data pertaining to this work, which they may have in their possession.

ARTICLE N – PRINCIPAL PARTIES CONTRACT APPROVAL SIGNATURES

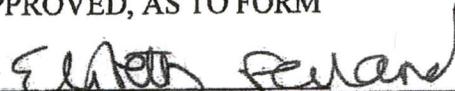
DuBois & King, Inc.

By 

Charles K. Goodling, P.E.
President

ACCEPTED 05/07/ 2025

APPROVED, AS TO FORM

By 
Elizabeth A. Ferland, City Manager



April 15, 2025

Mr. David Hickling
Airport Manager
City of Keene
3 Washington Street
Keene, NH 03431

Subject: On-Call Construction Phase Services Taxiway A Reconstruction

Dear Mr. Hickling,

DuBois & King offers you this limited on-call construction phase services contract in support of the Taxiway A reconstruction project. As we have discussed, we believe the best approach to this portion of the FAA funded project effort to be conducted under a Time and Materials contract with a not to exceed amount which is what we are presenting in this contract. A retainer would be in place. D&K would provide you with a weekly reporting of the hours worked on the project and the individuals that provided the effort. We will limit the staff to the following:

Mark Goodrich, P.E.
Jeff Adler, P.E.
Guy Rouelle, CM
Julie Dicker

Receipt of a \$15,000 retainer is required prior to the Engineer proceeding with the services provided herein. The retainer can be mailed to DuBois & King, Inc. 28 North Main Street, Randolph, VT 05060. The retainer will be applied to your final invoice.

Should you have any questions, please do not hesitate to contact me at (802) 917-5598 or at grouelle@dubois-king.com.

Sincerely,

Guy Rouelle
Director of Aviation
DuBois & King, Inc.



City of Keene
3 Washington Street
Keene, NH 03431

AGREEMENT FOR PROFESSIONAL SERVICES
With

DUBOIS & KING, INC.

RECONSTRUCT TAXIWAY 'A' (3,500' X 35')
RECONSTRUCT TAXIWAY 'A3' (440' X 35') & RECONSTRUCT
TAXIWAY 'T' (250' X 5')

THIS AGREEMENT is made this 15th day of April, 2025, by and between The City of Keene, NH, hereinafter referred to as the CLIENT, and DuBois & King, Inc., a Vermont-based corporation with its place of business at 28 North Main Street, Randolph, Vermont, 05060, hereinafter referred to as the CONSULTANT.

The CLIENT wishes to employ the CONSULTANT for the purpose of Planning associated with Airport Sponsorship Transfer.

WHEREAS the CONSULTANT is ready, willing, and able to perform the required services.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide Professional Services in direct support of the CLIENT in the completion/administration of assigned programs and tasks as set forth in the Scope of Work (Attachment A); the Consultant's Fee Schedule and Contract Terms and Conditions (Attachment B); all of which are incorporated herein and made a part of this Agreement.

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective for the period of April 15, 2025, to October 15, 2025. This agreement can be extended for a period of one year upon mutual agreement of the two parties. This agreement may also be terminated at the mutual agreement of both parties.



3. THE AGREEMENT FEE

General. The CLIENT agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for the performance of all services and expenses encompassed under this Agreement, at the cost to the CONSULTANT in accordance with the CONSULTANT'S Fee Schedule in Attachment B. Fees will be based on a time and materials basis as per the attached Fee Schedule in Attachment B.

4. PAYMENT PROCEDURES

Invoices shall be submitted to The City of Keene, 3 Washington Street, Keene, NH 03431 at an interval not to exceed once per month. The CLIENT agrees to pay the invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

DuBois & King, Inc.

By: _____
Guy Rouelle, CM

Title: Director of Aviation

City of Keene

By: _____

Title: _____



ATTACHMENT A

SCOPE OF WORK

April 14, 2025

DuBois & King Project No. 326340.P6

**RECONSTRUCT TAXIWAY 'A' (3,500' X 35')
RECONSTRUCT TAXIWAY 'A3' (440' X 35') &
RECONSTRUCT TAXIWAY 'T' (250' X 25')**

**SBG Project Nos. SBG 08-29-2025 and SBG 08-30-2025
City of Keene Contract No. Taxiway A Rehabilitation: 05J0004B
City of Keene Contract No. Taxiway A ADDALT: 05J0004C
At The**

**DILLANT-HOPKINS AIRPORT
KEENE, NEW HAMPSHIRE**

THIS AGREEMENT entered into this 15th day of April 2025 by and between the City of Keene, acting through its Airport Commission, hereinafter referred to as the Owner, and the firm of DuBois & King, Inc., 15 Constitution Drive, Suite 1L, Bedford, NH, 03110 referred to as the Engineer, for study development and administrative services in connection with improvements to the Dillant-Hopkins Airport as hereinafter specified:

WITNESSETH THAT:

WHEREAS, the Owner proposes to perform the reconstruction of TW A (3500' x 35'), TW A3 (440' x 35') and TW T (250' x 25'). Other components of the project shall consist of grading, lighting, erosion control, storm drainage, paving, and marking.

WHEREAS, the Owner desires professional engineering services in connection with the aforesaid study to be developed in compliance with the regulations of the Federal Aviation Administration



(FAA), and the New Hampshire Department of Transportation – Bureau of Aeronautics (NHDOT) hereinafter referred to as the State Bureau of Aeronautics; and;

NOW THEREFORE, the Engineer for the fees and reimbursements estimated to total \$15,000.00 for this project and not to be exceeded unless a supplemental agreement is executed by both parties to the Agreement with approval by the participating Agencies named above, agrees to furnish professional engineering services to the Owner in accordance with the following Articles:

ARTICLE A - COLLECTION OF DATA

NOT USED

ARTICLE B - STUDIES, DESIGN AND CONSTRUCTION DRAWINGS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS

NOT USED

ARTICLE C – PERMITTING

NOT USED

ARTICLE D - BIDDING ARRANGEMENTS

1. Attend a Pre-Bid Conference.
2. Assist Airport with response to FAA and DOT comments.

ARTICLE E - ADMINISTRATION

1. Prepare engineering contract, scope of services and fee schedule.

ARTICLE F - CONSTRUCTION ENGINEERING SERVICES

1. Attend a Pre-Construction Conference.
2. Review and process contractor submittals/shop drawings.



3. Resident inspector support.
4. Coordination with Owner/NHDOT.

ARTICLE G - RESIDENT ENGINEER

1. Attend a Pre-Construction Conference.

ARTICLE H - GENERAL PROVISIONS

1. D&K General Terms and Conditions Here

INITIAL PROJECT SCHEDULE

<u>Item</u>	<u>Completion/Submission Date</u>
Contract Submission	April 15, 2025
Contract Execution	May 15, 2025



ATTACHMENT B

Schedule of Fees and Contract Conditions

Fees will be based on a time and materials basis in accordance with the attached schedule of fees. The total amount to be paid to the CONSULTANT shall not exceed \$15,000 Dollars and No Cents unless amended by the mutual agreement of the CLIENT and the CONSULTANT.

Taxiway A Construction Services
April 15, 2025

SCHEDULE OF FEES AND CONTRACT CONDITIONS

Project _____ Date _____
Hourly Rate _____

\$245.00	Senior Principal
\$225.00	Principals/Director II
\$225.00	Principals/Director I
\$235.00	Senior Project Manager IV
\$215.00	Senior Project Manager III
\$205.00	Senior Project Manager II
\$185.00	Senior Project Manager I
\$180.00	MRP Sr. Design Engineer
\$165.00	Project Manager II
\$155.00	Project Manager I
\$145.00	Senior Project Engineer II
\$140.00	Senior Project Engineer I
\$135.00	Project Engineer II
\$130.00	Project Engineer I
\$125.00	Environmental Scientists/Field Naturalist
\$140.00	Construction Inspector
\$140.00	Landscape Architect
\$110.00	Landscape Designer/Planner
\$120.00	Staff Engineer II
\$105.00	Staff Engineer I
\$135.00	Senior Designer II
\$115.00	Senior Designer I
\$95.00	Designers/Technicians
\$170.00	Registered Land Surveyors
\$130.00	Survey Party Chief
\$100.00	Survey Technicians
\$140.00	One-Person Survey Crew
\$190.00	Two-Person Survey Crew
\$270.00	Three-Person Survey Crew
\$95.00	Administrative Support

Notes:

1. Expert Witness Assistance will be quoted separately.
 2. Dubois & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of Dubois & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.
 3. Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1.5) times the appropriate hourly rate as detailed above.
- REIMBURSABLE EXPENSES and OTHER DIRECT COSTS** including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 12%:

1. Transportation and subsistence expenses incurred
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. Transportation to and from jobs
4. Internal Revenue Service standard mileage reimbursement rate for business travel
5. The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost
6. Reproduction of drawings, reports, and documents and photographs for project records.
7. Direct materials.

HR061251

CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS: On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project, we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If the Consultant's Scope of Services under this Agreement does not include project observation or review of the contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION: Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of the contractor's responsibilities for performing the work in accordance with the plans and specifications.

RIGHT-OF-ENTRY: Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We 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 our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES: DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

ADDITIONAL SERVICES: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

TAXES: State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract in accordance with any such fees or taxes.

INVOICES: Invoices may be submitted periodically, and not less than monthly, and are payable within thirty (30) days. Interest of one and one-half percent (1.5%) per month will be payable on any amount not paid within thirty (30) days. Any attorneys' fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc., reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS: All reports, field data and notes, laboratory test data, calculations, estimates, and other documents that we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE: DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from

your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

RISK ALLOCATION: In recognition of the relative risks and benefits of the Project to both the Client and Dubois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Dubois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subcontractors for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Dubois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subcontractors shall not exceed \$50,000, or Dubois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit Dubois & King, Inc.'s professional liability, Dubois & King, Inc. agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

INDemnIFICATION: Dubois & King, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, "Client") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Dubois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Dubois & King, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Dubois & King, Inc., its officers, directors, employees and subcontractors (collectively, "Dubois & King, Inc.") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Dubois & King, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES: In no event shall Dubois & King, Inc. be liable to the Client or the Client to Dubois & King, Inc., for consequential or indirect damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of warranty, guarantee, product liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or Dubois & King, Inc.

STANDARD OF CARE: In performing our professional services, we 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. This warranty is in lieu of all other representations expressed or implied.

OPINION OF PROBABLE COST: In providing Opinions of Probable Construction Costs, the Client understands that Dubois & King, Inc. has no control over the cost or availability of labor, equipment or materials, or over competitive bidding or market conditions, or the contractor's methods of pricing, and, therefore, that our Opinions of Probable Construction Costs are made on the basis of our professional judgment and experience. Dubois & King, Inc. makes no warranty, expressed or implied, that the bids of the negotiated costs of the Work will not vary from the Opinions of Probable Construction Cost provided and does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client. Dubois & King, Inc. is not providing professional estimating services, and actual pay items and material quantities also may vary from the pay items and quantities included in this Opinion of Probable Construction Costs.

NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS: Neither the Client nor the Client's Contractor shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If any party discovers error(s) or omission(s), it shall immediately notify all the other parties.

DELAYS: Dubois & King, Inc. is not responsible for delays caused by factors beyond Dubois & King, Inc.'s reasonable control. When such delays beyond Dubois & King, Inc.'s reasonable control occur, the Client agrees Dubois & King, Inc.'s reasonable is not responsible for damages, but shall Dubois & King, Inc., be deemed to be in default of this Agreement.

THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Dubois & King, Inc. Dubois & King, Inc.'s services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or non-performance of services hereunder. The Client and Dubois & King, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation. The Client and Dubois & King, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subcontractors, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay Dubois & King, Inc. for all services rendered and all reimbursable costs incurred by Dubois & King, Inc. up to the date of termination, in accordance with the payment provisions of this Agreement.



The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving Dubois & King, Inc. not less than seven (7) calendar days' written notice.

Dubois & King, Inc. may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or Dubois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of Dubois & King, Inc., the Client shall pay Dubois & King, Inc. in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Dubois & King, Inc. in connection with the orderly termination of this Agreement including, but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ASSIGNMENT: Neither party to this Agreement shall transfer, subcontract, or assign any rights under or interest in this Agreement in whole or in part, without the prior written consent of the other party.

SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

EXTENT OF AGREEMENT: This Agreement comprises the final and complete agreement between the Client and Dubois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Dubois & King, Inc.

LEGAL JURISDICTION: The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Vermont in connection with all matters arising out of this contract. The parties agree that the courts of the State of Vermont shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

Articles 146

Professional Fees and Consultant's Terms and Conditions of Service

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG-08-XX-2025

Description of Work: Reconstruct Taxiway 'A' (3,500' X 35'); Reconstruct Taxiway 'A3' (440' X 35'); Reconstruct Taxiway 'T' (250' X 25')

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: Keene Dillant-Hopkins Airport

Address: 80 Airport Road, Keene, NH 03431

Location 2 (if applicable)

Name of Location: McFarland-Johnson, Inc.

Address: 53 Regional Drive, Concord, New Hampshire

Location 3 (if applicable)

Name of Location:

Address:

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 27 day of June, 2025.

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport 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: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG-08-XX-2025

Description of Work: Reconstruct Taxiway 'A' (3,500' X 35'); Reconstruct Taxiway 'A3' (440' X 35'); Reconstruct Taxiway 'T' (250' X 25')

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 27 day of June, 2027.

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport 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	
City of Keene	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	*First Name: David
Middle Name:	
*Last Name: Hickling	Suffix:
*Title: Airport Director	
* SIGNATURE:	* DATE:
	6/27/2025

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, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4,5}
- 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 49 U.S.C. 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 City of Keene, New Hampshire, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , 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, 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 for AIP projects as of June 24, 2025.

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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



**FAA
Airports**

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

Updated: 03/05/2025

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
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	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
150/5210-19B	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, Change 1	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
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
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
150/5340-18H	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

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
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
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport 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

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
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
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IJA 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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG-08-XX-2025

Description of Work: Reconstruct Taxiway 'A' (3,500' X 35'); Reconstruct Taxiway 'A3' (440' X 35'); Reconstruct Taxiway 'T' (250' X 25')

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 27 day of June, 2025.

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport 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: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG-08-XX-2025

Description of Work: Reconstruct Taxiway 'A' (3,500' X 35'); Reconstruct Taxiway 'A3' (440' X 35'); Reconstruct Taxiway 'T' (250' X 25')

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 27 day of June, 2025.

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport 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: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG-08-XX-2025

Description of Work: Reconstruct Taxiway 'A' (3,500' X 35'); Reconstruct Taxiway 'A3' (440' X 35'); Reconstruct Taxiway 'T' (250' X 25')

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 27 day of June, 2025.

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport 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.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG-08-XX-2025

Description of Work: Reconstruct Taxiway 'A' (3,500' X 35'); Reconstruct Taxiway 'A3' (440' X 35');
Reconstruct Taxiway 'T' (250' X 25')

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

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

Yes No N/A

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

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

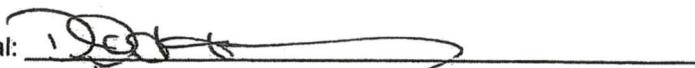
Executed on this 27 day of June, 2025.

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport 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.