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William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

8

DEC 03 2025



David Rodrigue, P.E.
Assistant Commissioner
Michelle L. Winters
Deputy Commissioner

Bureau of Aeronautics
October 3, 2025

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

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the Pease Development Authority (PDA) (Vendor Code 156846), for SBG 15-16-2025 to rehabilitate and mark the terminal area tie-down apron, Phase II, at the Skyhaven Airport, Rochester, NH. Federal and State participation in the amount of \$1,364,961 is effective upon Governor and Council approval through August 7, 2029. 97.4% Federal Funds, 2.6% State Funds.

Funding is available as follows:

	<u>FY 2026</u>
04-96-96-960030-9342	
FAA Projects	
034-500161 New Construction	\$1,364,961

EXPLANATION

A total of \$1,329,962 (95% of the total project cost) is proposed from FAA funds to rehabilitate and mark the terminal area tie-down apron, Phase II, at the Skyhaven Airport, Rochester, NH.

The Skyhaven Airport terminal area tie-down apron was constructed over 20 years ago and the pavement is beyond its useful life. The pavement currently has wide cracks that are a safety issue to taxiing aircraft. The existing drainage under the apron will be replaced as part of this project. This rehabilitation will bring the aircraft apron up to FAA standards. All work associated with the fuel system is not eligible under the FAA AIP program for this airport.

The benefits to the state include a safer, more stable aircraft parking surface with no pavement cracks that could hinder taxiing aircraft.

This project was placed out to bid and two bids were received. N.M. Curtis Earthworks Inc. submitted the low-qualified bid for this project.

The breakdown for this project is as follows:

Sponsor Administration	\$2,495
Engineering Fees (Permitting, bidding and construction admins)	\$99,185
Resident Engineering (Jacobs Engineering Group)	\$125,228
Construction (N.M. Curtis Earthworks, Inc.)	<u>1,340,969</u>
Total Project	\$1,567,877
-minus FAA ineligible expenses	<u>(\$167,916)</u>
Total project cost that is funded as part of FAA grant	\$1,399,961

The Department of Transportation accepts the Federal Funds in the amount \$1,329,962 (95% of this FAA eligible project) as a pass through to the PDA in accordance with RSA 422:15. The State will participate in the amount of \$34,999 (2.5% of the total FAA-eligible project cost). The PDA will participate in the amount of \$35,000 (2.5% of the total FAA-eligible project cost). The PDA will also contribute \$167,916 for items that are not eligible for FAA funds. The total cost of the airport design project, including federal, state, and local share, is \$1,567,877. A summary of the total project cost and requested action is provided below.

	PROJECT Total		REQUESTED ACTION	
	Cost	%	Cost	%
FAA	\$ 1,329,962	95%	\$ 1,329,962	97.4%
State	\$ 34,999	2.5%	\$ 34,999	2.6%
PDA- eligible costs	\$ 35,000	2.5%		
PDA- ineligible costs	\$ 167,916			
Total	\$ 1,567,877	100%	\$ 1,364,961	100%

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

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

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2021, RSA 107:1, XIV, 1 Capital Budget.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments
WC/tlsl



Jacobs No: E2X90517
 SBG No.: SBG 15-XX-2025
 Subject: Tabulation of Bid Values
 Date/Time: 4/11/2025 @ 2:00 PM
 Airport: Skyhaven Airport
 Project: Rehabilitate Terminal Apron

Prepared by: J. Pelletier

ITEM NO.	DESCRIPTION	BID QTY	UNIT	NM Curtis Earthworks		Engineer's Estimate		Sargent	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Bid Schedule A									
G-001-1	Special Work Requirements (Includes CSPP and SPCD)	1	LS	\$89,429.00	\$ 89,429.00	\$ 100,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00
G-002-1	Record Documents	1	LS	\$7,552.00	\$ 7,552.00	\$ 20,000.00	\$ 20,000.00	\$20,500.00	\$ 20,500.00
C-100-1	Contractor Quality Control Program (COCP)	1	LS	\$12,586.00	\$ 12,586.00	\$ 70,000.00	\$ 70,000.00	\$89,000.00	\$ 89,000.00
C-102-1	Installation and Removal of Silt Fence	245	LF	\$7.00	\$ 1,715.00	\$ 6.00	\$ 1,470.00	\$4.00	\$ 980.00
C-102-2	Installation and Removal of Straw Wattles	875	LF	\$7.00	\$ 6,125.00	\$ 7.50	\$ 6,562.50	\$10.00	\$ 8,750.00
C-102-3	Installation and Removal of Inlet Protection	9	EA	\$112.00	\$ 1,008.00	\$ 200.00	\$ 1,800.00	\$250.00	\$ 2,250.00
C-102-4	Installation and Removal of Construction Exit	1	EA	\$4,734.00	\$ 4,734.00	\$ 2,500.00	\$ 2,500.00	\$8,500.00	\$ 8,500.00
C-102-5	Installation of Erosion Control Blankets	855	SY	\$4.00	\$ 3,420.00	\$ 5.00	\$ 4,275.00	\$3.00	\$ 2,565.00
C-102-6	City of Rochester Stormwater Management and Erosion Control Permit	1	LS	\$1,259.00	\$ 1,259.00	\$ 5,000.00	\$ 5,000.00	\$2,500.00	\$ 2,500.00
C-102-7	ES&C and Stormwater Management Plan and Monitoring	1	LS	\$18,961.00	\$ 18,961.00	\$ 20,000.00	\$ 20,000.00	\$30,000.00	\$ 30,000.00
C-105-1	Mobilization (5% of Base Bid)	1	LS	\$51,980.00	\$ 51,980.00	\$66,666.25	\$ 66,666.25	\$65,000.00	\$ 65,000.00
M-003-1	Aircraft Tie-Down	66	EA	\$973.00	\$ 64,218.00	\$1,000.00	\$ 66,000.00	\$1,200.00	\$ 78,200.00
M-004-1	Riprap (NHDOT Item 583.1 Riprap, Class 1)	10	CY	\$111.00	\$ 1,110.00	\$75.00	\$ 750.00	\$160.00	\$ 1,800.00
M-005-1	Geotextile (NHDOT Item 593.4.1.1 or 593.4.2.1)	20	SY	\$14.00	\$ 280.00	\$10.00	\$ 200.00	\$4.00	\$ 80.00
M-006-1	Contaminated Soil Removal and Replacement	1	ALL	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
M-007-1	Sanitary Sewer Insulation	630	SF	\$12.00	\$ 7,560.00	\$12.00	\$ 7,560.00	\$20.00	\$ 12,600.00
M-008-1	Remove and Replace Concrete Curb Stop	23	EA	\$240.00	\$ 5,520.00	\$250.00	\$ 5,750.00	\$350.00	\$ 8,050.00
P-101-1	Pavement Removal (3" Depth)	12,850	SY	\$3.00	\$ 38,550.00	\$5.00	\$ 64,250.00	\$5.00	\$ 64,250.00
P-101-2	Cold Milling (1.5" Depth)	180	SY	\$39.00	\$ 7,020.00	\$30.00	\$ 5,400.00	\$30.00	\$ 5,400.00
P-101-3	Removal of Pipe	565	LF	\$15.00	\$ 8,475.00	\$25.00	\$ 14,125.00	\$35.00	\$ 19,775.00
P-101-4	Removal of Storm Drain Structures	3	EA	\$1,476.00	\$ 4,428.00	\$1,500.00	\$ 4,500.00	\$3,000.00	\$ 9,000.00
P-101-5	Removal of Aircraft Tie-Downs	80	EA	\$245.00	\$ 19,600.00	\$200.00	\$ 16,000.00	\$300.00	\$ 24,000.00
P-152-1	Unclassified Excavation	3,245	CY	\$26.00	\$ 84,370.00	\$28.00	\$ 90,880.00	\$30.00	\$ 97,350.00
P-209-1	Crushed Aggregate Base Course	2,120	CY	\$46.00	\$ 97,520.00	\$80.00	\$ 169,600.00	\$80.00	\$ 169,600.00
P-403-1	Asphalt Mixture Pavement Surface Course	2,330	TON	\$195.00	\$ 454,350.00	\$200.00	\$ 466,000.00	\$170.00	\$ 396,100.00
P-603-1	Ermulsified Asphalt Tack Coat	1,175	GAL	\$7.50	\$ 8,812.50	\$6.00	\$ 7,050.00	\$6.50	\$ 7,637.50
P-605-1	Joint Sealants for Pavements	3,010	LF	\$12.00	\$ 36,120.00	\$15.00	\$ 45,150.00	\$12.00	\$ 36,120.00
P-620-1	Taxiway Marking Removal	915	SF	\$5.00	\$ 4,575.00	\$5.00	\$ 4,575.00	\$4.50	\$ 4,117.50
P-620-2	Permanent Taxiway and Apron Marking with Reflective Media	1,295	SF	\$3.00	\$ 3,885.00	\$4.00	\$ 5,180.00	\$6.50	\$ 8,417.50
P-620-3	Temporary Taxiway and Apron Marking (No Reflective Media)	1,285	SF	\$2.00	\$ 2,570.00	\$4.00	\$ 5,140.00	\$4.50	\$ 5,782.50
P-620-4	Permanent Taxiway and Apron Marking (Black Paint)	690	SF	\$5.00	\$ 3,450.00	\$3.00	\$ 2,070.00	\$4.50	\$ 3,105.00
D-701-1	12-Inch Reinforced Concrete Pipe (Class IV)	465	LF	\$126.00	\$ 58,590.00	\$100.00	\$ 46,500.00	\$127.00	\$ 59,055.00
D-701-2	15-Inch Reinforced Concrete Pipe (Class IV)	115	LF	\$152.00	\$ 17,480.00	\$115.00	\$ 13,225.00	\$140.00	\$ 16,100.00
D-751-1	48-Inch Diameter Catch Basin	3	EA	\$11,678.00	\$ 35,034.00	\$7,500.00	\$ 22,500.00	\$15,000.00	\$ 45,000.00
T-901-1	Seeding	2,035	SY	\$1.50	\$ 3,052.50	\$1.50	\$ 3,052.50	\$1.20	\$ 2,442.00
T-905-1	Topsoil (4" Depth)	2,035	SY	\$10.00	\$ 20,350.00	\$8.00	\$ 16,280.00	\$8.00	\$ 16,280.00
Bid Schedule B - Install New Concrete Fueling Pad									
G-001-2	Contractor's Safety Plan Compliance Document (Bid Schedule B Only)	1	FLS	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00
G-001-3	Low Profile Barricades (Bid Schedule B Only)	95	EA	\$398.00	\$ 37,810.00	\$200.00	\$ 19,000.00	\$100.00	\$ 9,500.00
C-105-2	Mobilization (5% of Bid Schedule B)	1	LS	\$6,590.00	\$ 6,590.00	\$10,215.00	\$ 10,215.00	\$11,000.00	\$ 11,000.00
P-501-1	Cement Concrete Pavement	220	CY	\$377.00	\$ 82,940.00	\$800.00	\$ 176,000.00	\$915.00	\$ 201,300.00
P-604-1	Compression Joint Seals for Concrete Pavements	340	LF	\$16.00	\$ 5,440.00	\$20.00	\$ 6,800.00	\$55.00	\$ 18,700.00
				Bid Schedule A Summary		\$ 1,399,991.25		\$ 1,441,107.00	
				Bid Schedule B Summary		\$ 214,515.00		\$ 243,000.00	
				Total Bid:		\$ 1,340,969.00		\$ 1,614,506.25	



U.S. Department
of Transportation
Federal Aviation
Administration



FY 2025 AIRPORT IMPROVEMENT PROGRAM (AIP)

GRANT AGREEMENT

Part I - Offer

Date of Offer September 11, 2025

Airport/Planning Area Skyhaven Airport

State Block Grant Number SBG 15-16-2025

Unique Entity Identification (UEI) Number CU4KHENK4JP5

TO: Pease Development Authority
(herein called the "Sponsor")

FROM: **The State of New Hampshire** (acting through the New Hampshire Department of Transportation, herein called the "State")

WHEREAS, the Sponsor has submitted to the State a Project Application April 22, 2025, for a grant of Federal and State funds for a project at or associated with the Skyhaven Airport, which is included as part of this Grant Agreement; and

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

Reconstruct and Mark Terminal Apron (approx. 12,222± SY) – Phase II (construction)
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 97.5 % 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 \$1,364,961.00.

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

\$0.00 for planning

\$1,364,961.00 for airport development or noise program implementation; and,

\$0.00 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

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 7, 2029**.
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 October 13, 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 **April 8, 2016**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
24. **Employee Protection from Reprisal.** 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. **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

39. **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 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 as may be required.
40. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
 - a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the 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 FAA.
 - 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 participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

41. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
42. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
43. **Residential Through-the-Fence Access Plan.** The Sponsor agrees that it will implement the Residential Through-the-Fence Access Plan, accepted by the FAA on July 16, 2015. It is further agreed that any changes required to the Residential Through-the-Fence Access Plan that result from this grant project will be incorporated into the Residential Through-the-Fence Access Plan, which the Sponsor will update and submit to the FAA and State prior to grant closeout.

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

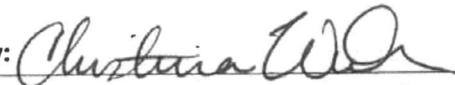
I declare under penalty of perjury that the foregoing is true and correct.¹

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION


(Signature)
Michelle L. Winters
(Typed Name)
Deputy Commissioner
(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: 10/27/25

By: 
Assistant Attorney General

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

Dated: _____
By: _____
Secretary of State

Attest: _____

(Title)

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

Part II - Acceptance

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

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

Executed this 18th day of September, 2025.

Pease Development Authority
(Name of Sponsor)


(Signature of Sponsor's Authorized Official)

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

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

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (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); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at Portsmouth, NH (location) this 19th day of September.

By: [Signature]
(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.

STATE OF NEW HAMPSHIRE

: ss.

COUNTY OF ROCKINGHAM

On this 18 day of September, 2025, before me, Raeline A. O'Neil, the undersigned officer in and for said County and State, personally appeared **Paul E. Brean**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the **Executive Director** of the **Pease Development Authority** and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Raeline A. O'Neil

Notary Public / Justice of the Peace

Printed Name:

My commission expires:

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

RECEIVED

SEP 19 2025

NH AERONAUTICS

CERTIFICATION OF AUTHORITY

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

I do further certify that Paul E. Brean, is the Executive Director of the Pease Development Authority and is duly authorized by the laws of the State of New Hampshire, the Pease Development Authority by-laws, and a vote of the Pease Development Authority Board of Directors on May 20, 2025, to:

1. Accept from FAA, through the State Block Grant Program, up to \$1,329,963.00 in federal funding and up to \$34,999.00 in matching funds from NHDOT;
2. Spend up to \$202,915.00 of PDA funds;
3. Contingent upon the receipt of grant funds, award a contract to N.M. Curtis Earthworks, Inc. in the amount of \$1,340,969.00 for the rehabilitation of the Skyhaven terminal area tiedown apron;
4. Contingent upon the receipt of grant funds, amend the on-call contract with Jacobs Engineering to add the balance of the construction phase services, for an amount of \$204,674.00;
5. Allocate a project contingency of \$150,000; and
6. Execute any and all documents necessary to receive funds and complete the Skyhaven Terminal Apron Rehabilitation project.

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

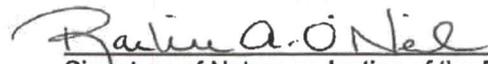
IN WITNESS WHEREOF, I have hereunto set my hand on this 6th day of October, 2025.



Anthony I. Blenkinsop
Deputy Director / General Counsel

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Rockingham upon this date October 6, 2025 appeared before me Raeline A. O'Neil, the above signed Anthony I. Blenkinsop, personally appeared and acknowledged himself to be the Deputy Director / General Counsel of the Pease Development Authority, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Pease Development Authority. In witness whereof, I hereunto set my hand and official seal.



Signature of Notary or Justice of the Peace-

Raeline A. O'Neil

Justice of the Peace / Notary Public
Name of Notary or Justice of the Peace
State of New Hampshire
My Commission Expires 9/21/2027

Date of Expiration of Commission

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
*3. Date Received: 4. Applicant Identifier:	
5a. Federal Entity Identifier: *5b. Federal Award Identifier:	
State Use Only:	
6. Date Received by State: 7. State Application Identifier:	
8. APPLICANT INFORMATION:	
*a. Legal Name: Pease Development Authority	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 02-0440365 *c. UEI: CU4KHENK4JP5	
d. Address:	
*Street 1: 55 International Drive	
Street 2:	
*City: Portsmouth	
County/Parish: Rockingham	
*State: NH	
*Province:	
*Country: USA: United States	
*Zip / Postal Code: 03801-2882	
e. Organizational Unit:	
Department Name: Airport Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr. *First Name: Michael	
Middle Name:	
*Last Name: Mates	
Suffix:	
Title: Director of Engineering	
Organizational Affiliation: Pease Development Authority	
*Telephone Number: 603.766.9292 Fax Number:	
*Email: m.mates@peasedev.org	

Application for Federal Assistance SF-424

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

A. State Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

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:

N/A

Title:

N/A

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

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

Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron – Construction Phase

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 1st NH

*b. Program/Project: 1st NH

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

17. Proposed Project:

*a. Start Date: 01/01/2025

*b. End Date: 08/28/2026

18. Estimated Funding (\$):

*a. Federal	\$ 1,329,963 ²
*b. Applicant	\$ 202,915 ⁶
*c. State	\$ 34,999 ✓
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	\$ 1,567,877 ✓

al

***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: Paul
Middle Name: _____
*Last Name: Brean
Suffix: _____

*Title: Executive Director

*Telephone Number: 603.433.6088

Fax Number: _____

* Email: p.brean@peasedev.gov

*Signature of Authorized Representative: *

[Handwritten Signature]

*Date Signed: 4/22/2025

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 checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input 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 proposed project will not have an impact on compatible land use adjacent to or in the vicinity of the airport.

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

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

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

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

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

The project is consistent with state and local development plans.

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

The Sponsor has given fair consideration to local interest.

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

The project has been briefed at the Airport Advisory meetings.

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

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

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

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

PART II – SECTION C (Continued)

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

There is no grant of an exclusive right for the conduct of any aeronautical activity owned or 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 owns, without adverse interest, all land shown on the Exhibit "A" Property Map dated April 8, 2016, and attached to the Grant Application for SBG 15-07-2016, reflects the current information as of this date.

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

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

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

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

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

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

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. Bid Schedule B - Concrete Fueling Pad	\$ 135,280
b. Item M-006-1 Contaminated Soil Removal and Replacement	20,000
c. Prorated Portion of Project Inspection Fees (10.09%)	12,636
d.	
e.	
f.	
g. Total	\$ 167,916

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	202,915
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 202,915
25. Other Shares	Amount
a. State	34,999
b. Other	
c. TOTAL - Other Shares	\$ 34,999
26. TOTAL NON-FEDERAL FINANCING	\$ 237,914

SECTION E – REMARKS
 (Attach sheets if additional space is required)

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

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

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron – Construction Phase
AIRPORT: Skyhaven Airport
1. Objective: See attached Part IV Program Narrative Statement.
2. Benefits Anticipated: See attached Part IV Program Narrative Statement.
3. Approach: (See approved Scope of Work in Final Application) See attached Part IV Program Narrative Statement.
4. Geographic Location: Rochester NH - Strafford County
5. If Applicable, Provide Additional Information: See attached Part IV Program Narrative Statement.
6. Sponsor's Representative: (include address & telephone number) Airport: Mr. Michael Mates, P.E., Pease Development Authority, 55 International Drive, Portsmouth, NH 03801 (603) 766-9292; M.Mates@peasedev.org

Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT
Application for Federal Assistance

Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron – Construction Phase
Pease Development Authority
Portsmouth International Airport
SBG 15-TBD-2025

GENERAL PROJECT DESCRIPTION & OBJECTIVE

The objective of the project is to rehabilitate the existing terminal parking apron pavement and bring grades throughout the apron to within FAA standards. During the project, the existing drainage will be reconstructed. In addition, a concrete apron with positive limiting barrier (PLB) will be placed around the existing fuel pumps, which will remain in place. The concrete apron portion of the project is ineligible for AIP funding and will therefore be funded by the Sponsor.

PROJECT BENEFITS

The project will replace deteriorated pavement that contains numerous longitudinal and transverse cracks, eliminating FOD concern for operating aircraft. Additionally, new drainage infrastructure will improve drainage along the eastern edge of the apron. A concrete apron will be constructed around the existing fuel dispenser to comply with NHDES requirements.

PROJECT APPROACH

Jacobs Engineering will serve as the Airport's consultant for construction administration, resident engineering, and material testing. Jacobs will utilize a sub consultant for material testing. The design was completed in February 2024, the project was bid in March 2024, and again in April 2025 due to ineligible project costs being removed from the basis of award. Construction is anticipated in Spring of 2026. The construction shall be completed by the lowest responsible and responsive bidder.

GEOGRAPHIC LOCATION

Rochester, NH – Strafford County

SPONSOR'S REPRESENTATIVE

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

COST BREAKDOWNS

Refer to the attached Project Costs.

PROJECT SCHEDULE

Milestones include: Open Bids April 11, 2025. Start Construction: Spring 2026.

ENVIRONMENTAL STATUS

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

STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATUS:

The Pease Development Authority's Disadvantaged Business Enterprise (DBE) race neutral goal for Skyhaven Airport is 2.1%.

STATEMENT ON USER COORDINATION:

The project has been briefed at Airport Advisory meetings.

INTERGOVERNMENTAL REVIEW:

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

SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT:

The project rehabilitates existing pavements & drainage and constructs a concrete fueling pad. This type of project is on the approved NHDOT list of projects not requiring Section 106 review.

USF&W COORDINATION:

The project rehabilitates existing pavements & drainage and constructs a concrete fueling pad. No threatened and endangered species are anticipated to be impacted by the project.

EXHIBIT "A" STATEMENT:

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

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

PROJECT COSTS
Application for Federal Assistance

REHABILITATE AND MARK TERMINAL AREA TIEDOWN APRON – CONSTRUCTION PHASE
The Pease Development Authority
Skyhaven Airport
Rochester, NH
SBG 15-TBD-2025

Project Cost

The project costs are summarized below:

Administration Expense

Advertising.....	\$	2,495	
Subtotal.....	\$	2,495	✓

Preliminary Expense

NA.....	\$	-	
Subtotal	\$	-	

Architectural Engineering Fees

Jacobs Engineering Group (Permitting, Bidding, CA Services.).....	\$	99,185	
Subtotal	\$	99,185	✓

Project Inspection Fees

Jacobs Engineering Group (RE Services.).....	\$	125,228	
Subtotal	\$	125,228	✓

Construction and Project Improvement

Construction	\$	1,340,969	
Subtotal	\$	1,340,969	✓

Force Account

NA.....	\$	-	
Subtotal	\$	-	

Total	\$	1,567,877	✓
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Non-Eligible (Bid Schedule B, M-006-1 Contaminated Soil Removal and Replacement, 10.09% of Project Inspection Fees).....	\$	167,916	✓
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Total Eligible.....	\$	1,399,961	✓
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The project funding shall be broken out as described below:

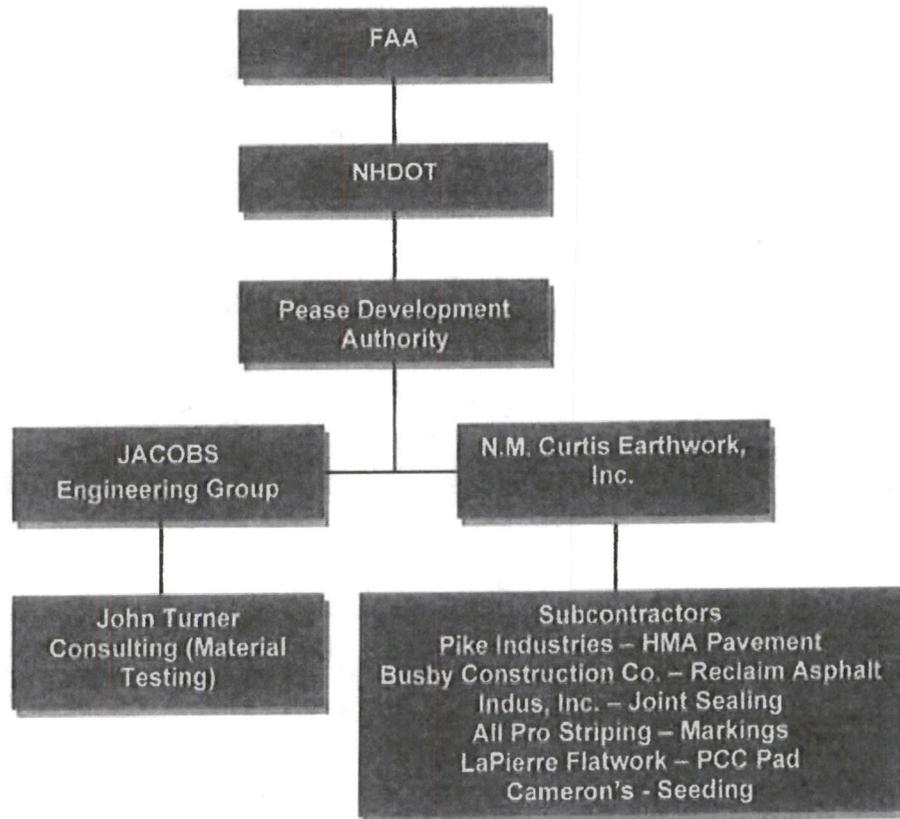
Federal Share (95% of Eligible).....	\$	1,329,962.95	✓
State Share (2.5% of Eligible).....	\$	34,999.02	✓
Local Share (2.5% Eligible + Ineligible).....	\$	202,915.03	✓
TOTAL.....	\$	1,567,877.00	✓

ORGANIZATIONAL CHART

Skyhaven Airport

Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron

**Grant #SBG-15-TBD-2025
Project Organizational Chart**



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: SBG 15-TBD-2025

Description of Work: Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron – Construction Phase

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: Pease Development Authority
 Address: 55 International Drive, Portsmouth, NH 03801

Location 2 (if applicable)

Name of Location: Skyhaven Airport
 Address: 238 Rochester Hill Rd, Rochester, NH 03867

Location 3 (if applicable)

Name of Location: Jacobs Engineering Group Inc
 Address: 2 Executive Park Drive, Suite 205, Bedford, NH 03110

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

Sponsor's Certification

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

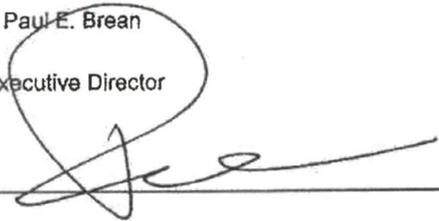
Executed on this 22 day of April, 2025.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul E. Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____



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

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

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: SBG 15-TBD-2025

Description of Work: Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron – Construction Phase

Application

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

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

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

Executed on this 22 day of April, 2025.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul E. Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION <input style="width: 90%;" type="text" value="Pease Development Authority"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 50px;" type="text" value="Mr."/>	* First Name: <input style="width: 150px;" type="text" value="Paul"/>
Middle Name: <input style="width: 150px;" type="text" value="E."/>	
* Last Name: <input style="width: 150px;" type="text" value="Breen"/>	Suffix: <input style="width: 50px;" type="text"/>
* Title: <input style="width: 150px;" type="text" value="Executive Director"/>	
* SIGNATURE:	* DATE: <input style="width: 80px;" type="text" value="04/22/2025"/>



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: SBG 15-TBD-2025

Description of Work: Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron – Construction Phase

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

Executed on this 22 day of April, 2025.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul E. Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: 

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: SBG 15-TBD-2025

Description of Work: Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron – Construction Phase

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 22 day of April, 2025.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul E. Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: 

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Pease Development Authority

Airport: Skyhaven Airport

Project Number: SBG 15-TBD-2025

Description of Work: Rehabilitate (110,000 SF±) and Mark Terminal Area Tiedown Apron – Construction Phase

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):
- Only one qualified person/firm submits a responsive bid;
 - Award is to be made to other than the lowest responsible bidder; and
 - 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:
- Access to Records (§ 200.336)
 - Buy American Preferences (Title 49 U.S.C. § 50101)
 - Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - Occupational Safety and Health Act requirements (20 CFR part 1920)
 - Seismic Safety – building construction (49 CFR part 41)
 - State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - U.S. Trade Restriction (49 CFR part 30)
 - 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:
- Davis-Bacon and Related Acts (29 CFR part 5)
 - 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:
- Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 22 day of April, 2025.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Authorized Official: Paul E. Brean

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

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



FAA Title VI Pre-Grant Award Checklist

Submission information

Submission date (Pick a date): 04/22/2025

Name of airport sponsor: Pease Development Authority (KDAW)

Submitter's name: Andrew B. Pomeroy

Title: Director, Aviation Planning and Compliance

Phone number: 603-766-9231

Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has *both* a Title VI* Plan and a Community Participation Plan, *both* of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on DOT Order 1000.12C, Ch. II, Secs. 3 and 4
[<https://www.transportation.gov/mission/us-department-transportation-title-vi-program>].

Criterion	Notes	Response	Comments
<p>1.1 The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.</p>	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.</p>
<p>1.2 The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.</p>	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.</p>

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
2.1 The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data. <u>EJScreen</u> [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sponsor has EJScreen Community Report on file and can monitor for changes.
2.2 The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.

Criterion	Notes	Response	Comments
<p>2.3 The sponsor has, on file, demographic information for their staff.</p>	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.</p>
<p>2.4 The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).</p>	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.</p>

Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
<p>3.1 The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.</p>	<p>Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).</p> <p>See Title VI of the Civil Rights Act of 1964 [www.justice.gov/crt/fcs/TitleVI];</p> <p>49 CFR part 21 [www.ecfr.gov]</p> <p>DOT Order on Environmental Justice [www.transportation.gov/transportation-policy/environmental-justice]</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	<p>As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.</p>
<p>3.2 The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.</p>	<p>Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	<p>As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.</p>

Criterion	Notes	Response	Comments
<p>3.3 The sponsor has performed a "Four-Factor" LEP analysis for the sponsor's programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A "Yes" response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See <u>DOT's LEP Guidance</u> [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.</p>
<p>3.4 If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is <i>not</i> an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at <u>Airport Civil Rights Program – National Airport Policy and Compliance</u> [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Criterion	Notes	Response	Comments
<p>3.5 The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and (2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please <i>skip</i> this question if the sponsor has an FAA-approved community participation plan.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3.6 Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>N/A Sponsor has not had Title VI Related Lawsuits, Investigations or Complaints.</p>

Criterion	Notes	Response	Comments
<p>3.7 Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>As Sponsor of a non-primary GA Airport, sponsor is currently developing its Title VI Program.</p> <p>The Sponsor has not had any Title VI oversight audits or reviews to date.</p>
<p>3.8 Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>N/A</p>

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 Pease Development Authority, 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 April 22, 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, IJJA 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

Appendix A – Project Cost Backup

- **Architectural Engineering Fees**
- **Construction – Bid Tabulation**

SCOPE OF WORK – ATTACHMENT 8
for
REHABILITATE AND MARK TERMINAL AREA TIEDOWN APRON
(PERMITTING, BIDDING, & CONSTRUCTION PHASE SERVICES)
at
SKYHAVEN AIRPORT (DAW)

I. GENERAL

The scope of the project is as follows:

- Provide local, City of Rochester, permitting services to include the City of Rochester Non-Residential Site Plan and City of Rochester Erosion Control Permit.
- Provide limited design phase and project estimating services for the Rehabilitate and Mark Terminal Tiedown Apron Project.
- Provide bidding services for the Rehabilitate and Mark Terminal Tiedown Apron Project.
- Provide project and construction administration service for the Rehabilitate and Mark Terminal Tiedown Apron Project.
- Provide resident engineering and material testing services for the Rehabilitate and Mark Terminal Tiedown Apron Project.

For this proposed project, Pease Development Authority is referred to as the Owner. Jacobs Engineering Group Inc., hereinafter referred to as the "Engineer", agrees to perform the following scope of services associated with the above referenced Project:

II. ARTICLE B1 – DESIGN

- a. The Engineer provided design services under a previous project (SBG 15-09-2020). The Engineer shall provide the following engineering services prior to the construction period to update plans, specifications, and engineer's estimate with latest FAA contract provisions, general contract provisions, wage rates, anticipated construction dates, and up-to-date construction pricing.

The specific items of work shall include:

- 1) The Engineer will update the unit prices on the previously prepared list of payment items to update the overall project cost for anticipated Spring 2026 construction. This opinion will be provided to the Owner prior to bid issuance.
- 2) The Engineer will update anticipated phasing and start dates noted throughout the previously completed construction plans.
- 3) The Engineer will update anticipated phasing and start dates listed in the previously completed front-end specifications. In addition, the Engineer will update all required FAA items in the front-end specifications to their current versions.
- 4) Submit Safety & Phasing Plans to OEAAA.

III. ARTICLE B2 – PERMITTING AND ENVIRONMENTAL DOCUMENTATION

- a. The Engineer shall provide project permitting services prior to the construction period of the Project.

The specific items of work shall include:

- 1) A City of Rochester "Stormwater Management and Erosion Control Permit Application" pursuant to Chapter 50 of the General Ordinances of Rochester will be required to be prepared as the project will disturb more than 5,000 square feet. The application will be prepared pursuant to Chapter 50 of the General Ordinances of Rochester. This application will be completed the extent possible and included in the project specifications. The construction contractor shall complete the permit application and file the permit application on behalf of the Owner to the City as part of the project.
- 2) It is anticipated that the project will require the Rochester Planning Board's approval by submitting a Non-residential Site Plan application. The Engineer shall complete the application, conduct one pre-application submittal meeting with the City Planner at the City's office and attend one Planning Board meeting at the City office.
- 3) ~~A UST Construction Permit application will need to be submitted to NHDES for the relocation of the aviation fuel pumps. This permit application will be completed and submitted by Jacobs' subconsultant, Wilcox & Barton. Removed from scope of work.~~

IV. ARTICLE B3 – PAVEMENT MANAGEMENT PROGRAM (PMP) UPDATE

- a. The Engineer shall complete updates to the Airport's Pavement Management Program (PMP) based upon the findings of the most recent NHDOT Bureau of Aeronautics statewide pavement condition index (PCI). It is anticipated that this work will be performed by a Senior Civil Engineer.

The specific items of work shall include:

- 1) The Engineer shall compile the data provided by the latest NHDOT Bureau of Aeronautics PCI study and update the Airport's PCI map.
- 2) The Engineer shall make any necessary revisions and updates to the General information section of the PMP.
- 3) The Engineer shall coordinate with the Airport regarding the required pavement inspection intervals and update as necessary.
- 4) The Engineer shall make any necessary updates to the pavement inventory in the PAVER program.
- 5) The Engineer shall work with the Owner and their staff to coordinate the inspection reports. This includes gathering and compiling any reports that have been completed since the last PMP update. The inspection report template will be updated as needed as part of this task.

Scope of Work

- 6) The Engineer shall update the Economic Analysis portion of the PMP. It is anticipated that all unit prices will need to be revisited, since the last PMP update was completed in 2016.
- 7) The Engineer shall coordinate with the Owner to determine the program funding and overall programming of the maintenance and repair activities included in the PMP.
- 8) The Engineer shall update the airport diagram within the PAVER program.
- 9) The Engineer shall input the maintenance and rehabilitation history in the PAVER program.
- 10) The Engineer shall perform quality review of all documents included in this article prior to distribution.

V. ARTICLE C – BIDDING

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

The specific items of work shall include:

- 1) The Engineer shall prepare and provide a sample legal notice for the Owner's use in the advertisement of the Project.
- 2) The Engineer shall provide electronic construction documents, free of charge, or sell hard copies of the construction documents directly to the bidding community. The Engineer's efforts for this task include coordination with bidders, printing, distributing documents, collecting printing fees and maintaining a plan holders list.
- 3) The Engineer shall schedule and conduct one (1) pre-bid conference at the Airport.
- 4) The Engineer shall field and respond to inquiries regarding general and/or specific issues pertaining to the bidding process, the scope of the project, and specific technical questions about the plans or specifications.
- 5) If necessary, the Engineer shall, prepare, and distribute any addenda issued for the purpose of clarification, deletion, addition, or correction to the bid plans or specifications.
- 6) The Engineer will attend the public bid opening. The Engineer shall perform a review of all bid proposals received for the project.
- 7) The Engineer will prepare the bid tabulation and bid analysis for the project.

Scope of Work

- 8) After reviewing the bid proposals, the Engineer shall identify the apparent low bidder and issue a recommendation/rejection of award of the construction contract to the Owner and provide sample concurrence of award letters to the NHDOT.
- 9) The Engineer shall prepare and issue a conformed, issued for construction set of contract documents.

VI. ARTICLE D – PROJECT ADMINISTRATION – Refer to Article E.

VII. ARTICLE E – PROJECT AND CONSTRUCTION ADMINISTRATION

- a. The Engineer shall provide engineering services throughout the construction period of the Project.

The specific items of work shall include:

- 1) The Engineer shall prepare color graphics (phasing plans) which depict on-airport areas where construction is to be executed and areas which will be closed to air traffic for each of the projects 2 phases. The graphics will be submitted to the Owner for distribution to the airport users and to the general public, as required, in hard copy and electronic format.
- 2) The Engineer shall attend up to two (2) SAAC meetings as requested by the Owner during the construction of the project.
- 3) The Engineer shall prepare sample Notice-To-Proceed letters for the Owner to issue to the contractor.
- 4) The Engineer shall prepare and file the required FAA Form 7460 – Notice of Proposed Construction or Alterations for the construction project. This task includes preparation of the 7460 sketches.
- 5) The Engineer shall schedule a pre-construction meeting at the airport. As a part of conducting this meeting, the Engineer shall prepare/present the following (at a minimum) on behalf of the Owner to the contractor:
 - A meeting agenda describing the elements of the project and its requirements in accordance with the FAA - New England Region's established criteria and any contract or Owner specific requirements.
 - A project location plan depicting the area of the proposed work.
 - A project safety and phasing plan depicting requirements for the proposed work.
- 6) The Engineer shall prepare a Construction Management Plan outlining all applicable testing criteria and frequencies for the project. The Engineer shall print and distribute this plan for the project to the following:
 - NHDOT
 - Engineer's Material Testing Firm
 - Owner

Scope of Work

- 7) The Engineer shall schedule and conduct a pre-paving conference. As a part of conducting these conferences, the Engineer shall prepare/present the following (at a minimum) to the contractor:
- A meeting agenda outlining the requirements for the job mix formula, test sections, full and partial production, acceptance criteria, sampling and re-sampling procedures, the contractor's quality control plan, and the measurement and payment of materials being placed.
 - A Sign-in sheet recording the attending parties.

It is assumed there will be two pre-paving conferences. One each for P-501 and P-403 paving.

- 8) The Engineer shall review and analyze all detailed construction, shop, and erection drawings, as well as all laboratory, shop, and mill test reports and certificates for materials and equipment submitted by the contractors for compliance with design drawings and specifications.
- 9) The Engineer shall observe the work in progress and prepare and submit the required FAA Form 5370-1 – Construction Progress and Inspection Report, on a monthly basis or as dictated by the NHDOT. A total of four (4) Form 5370-1's are assumed.
- 10) The Engineer shall prepare federal/state reimbursement request forms on a monthly basis as required for the duration of this project and coordinate the execution and submission by the Owner to the applicable funding agencies. It is assumed that separate reimbursements will be submitted for each of the two (2) grants.
- 11) The Engineer shall collect and review all project charges for the Owners use in the billing process with the NHDOT. It is assumed that separate reimbursements will be submitted for each of the two (2) grants.
- 12) The Engineer shall review and monitor the contractor's Quality Control Programs for the duration of the construction phase of the project.
- 13) The Engineer shall review and approve of periodic estimates submitted by the contractor for partial and final payments. This effort will include review of the project quantities, collection of payrolls and collection of lien waivers, if required, from the contractor.
- 14) The Engineer shall review and analyze the certified payrolls submitted by the contractor during construction for conformance with the federal wage rates and federal labor law requirements. Payrolls are assumed to be submitted with each or the contractor's applications for payment and include all subcontractors.
- 15) The Engineer shall provide general administrative support to the Resident Engineer during the construction phase of the project. Generally, this task shall consist of, but is not limited to the following:
- Consultation and advice to the Owner.
 - Prepare supplementary sketches, as required to resolve actual field conditions.
 - Review initial operation of the projects and/or of performance testing, as required.

Scope of Work

- 16) The Engineer shall coordinate and schedule Quality Assurance (QA) testing with the Engineer's sub-consultant. The Engineer shall coordinate, review, process, and distribute all QA sub-consultant testing reports, invoices, and other pertinent project related documentation.
- 17) The Engineer shall field and respond to inquiries regarding general and/or specific issues pertaining to the interpretation of the construction plans or technical specifications.
- 18) The Engineer shall attend construction coordination meetings for the project. On a bi-monthly basis for the project manager and a weekly basis for the resident engineer.
- 19) The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any change orders on the Owners behalf, if required during the construction of the project. A total of one (1) change order is assumed.
- 20) The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any supplemental agreements on the Owners behalf, as required during the construction of the project. A total of one (1) supplemental agreement is assumed.
- 21) The Engineer shall prepare and distribute any stop or start work orders during the construction phase, as required. A total of one (1) start work order and one (1) stop work order is assumed.
- 22) The Engineer shall attend pre-final inspection and final inspection meetings. Pre-final inspection meeting will develop the "punch list". Final inspection meeting shall be after all punch list items are completed.
- 23) The Engineer shall prepare and distribute a project "punch list" for any deficiencies, corrective actions required, etc. as determined at the final inspection conference.
- 24) The Engineer shall prepare an "as-built" set of drawings based upon the construction information provided by the resident engineer and the construction contractors. The Engineer shall compile and deliver all project submittals to the Owner.
- 25) The Engineer shall prepare a letter of substantial completion for the project after receiving a schedule from the contractor for the completion of the project's "punch list" items.
- 26) The Engineer shall prepare and distribute the required project close-out documentation, as required by the NHDOT, the Owner, and other applicable funding agencies.
- 27) The Engineer shall maintain all project related materials and documents on-site and readily available for a period of seven (7) years.
- 28) The Engineer shall prepare the project scope and fee.
- 29) The Engineer shall prepare at the request of the Owner's construction contractors a 3-Dimensional surface of the proposed grading for the contractor's robotic grading

Scope of Work

Instruments. The effort requires the Engineer to convert the existing model to a points model and to perform verification testing of the surface.

- 30) The Engineer shall provide edits to the draft Construction Safety and Phasing Plan submitted to the FAA and distribute the final document to the Owner's contractor.
- 31) The Engineer shall hire construction materials testing firm required by the FAA for quality assurance testing of the construction materials. The effort includes soliciting pricing from local firms, hiring and required coordination with the firm throughout the construction duration.
- 32) The Engineer shall update the Airport Layout Plans for the construction. The 2010 Master Plan update included 16 ALP drawings. The project affects 3 of these drawings including the following:
 - Title sheet
 - Existing Airport Layout Plan
 - Proposed Airport Layout Plan
- 33) The Engineer shall perform quality review of all documents included in this article prior to distribution.

VIII. ARTICLE F – RESIDENT ENGINEERING AND MATERIAL TESTING

- a. The Engineer shall provide full time resident engineering services for the project, as requested by the Owner. The resident engineer for the project shall have field experience in the type of work to be performed, be fully qualified to make interpretations, decisions, field computations, and have knowledge of testing requirements and procedures. The resident engineer provided by the Engineer shall be approved by the Owner. It is anticipated that construction will take place in the Spring of 2026.

The specific items of work shall include:

- 1) Checking of construction activities to ensure compliance with the plans and specifications. Inform the contractor of any work which is in non-compliance.
- 2) Ensuring that all testing required by the specifications is performed. All commercially produced products, such as pipe and reinforcing steel, which are used on the project, should be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.
- 3) Visit the contractor's testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the specifications.
- 4) Ensuring that tests are performed at the frequency stated in the specifications. Determining when and where tests will be taken as required by the project specifications and witness the tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.

Scope of Work

- 5) The Engineer shall arrange and coordinate materials testing subconsultant to provide for the proper control and testing of construction materials, in accordance with the project specifications.
- 6) Review test reports and certifications for conformance with the specifications. Each test report for material in-place should, as a minimum, contain the following:
 - a. Test performed, and date.
 - b. Applicable standard or project specification.
 - c. Test location.
 - d. Test result.
 - e. Action taken on failing tests.
 - f. Lot size and location and adjusted contract price when statistical acceptance procedures are specified.
- 7) Maintaining a file of test reports and certifications.
- 8) Inform the contractor of deficiencies in order that corrections can be made, and re-testing performed prior to covering any substandard work.
- 9) Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer printouts retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer printouts, supported by the original set of weight tickets, are the basis for payment.
- 10) Maintaining a set of working drawings on the job site which can be used to compare to the contractor's "as-built" drawings.
- 11) Maintaining a diary which should contain daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
 - a. Date and weather conditions.
 - b. Names of important visitors.
 - c. Construction work in progress and location.
 - d. Size of contractor's work force and equipment in use.
 - e. Number of hours worked per day for contractor and subcontractors.
 - f. The substance of important conversations with the contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.

ASSUMPTIONS & WORK NOT INCLUDED IN THIS PROPOSAL

- a. Our assumptions are as follows:
 - 1) The construction project will be 65 calendar days in length.
 - 2) Construction will take place in the Spring of 2026.
- b. The following items are not included in the scope of services, as provided by the Engineer:
 - 1) Hazardous material testing and reporting
 - 2) Subsurface investigation and utility location services
 - 3) Mechanical engineering services

Scope of Work

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

EXHIBIT B - ESTIMATE OF STAFF EFFORT - ATTACHMENT 8
Taxilane Pavement and Drainage Reconstruction and Expansion
Permitting, Bidding, Construction Administration
& Resident Engineering and Material Testing Services

for
Skyhaven Airport

SUMMARY

ARTICLE B1	Design	\$2,556.30
ARTICLE B2	Permitting and Environmental Documentation	\$5,813.09
ARTICLE B3	Pavement Management Program (PMP) Update	\$17,891.71
ARTICLE C	Bidding	\$11,354.05
ARTICLE D	Project Administration Services - Not Used - Refer to Article E	\$0.00
ARTICLE E	Project and Construction Administration Services	\$61,569.85
ARTICLE F	Resident Engineering and Material Testing Services	\$125,227.54
	TOTAL	\$224,412.55

**Skyhaven Airport
ARTICLE B2
Permitting and Environmental Documentation**

Task	Description	Project Principal	Project Manager	Civil Engineer	Electrical Engineer	CADD Tech	Administrative Support	TOTAL
III.A.1	Rochester Erosion Control Permit Application		4	8		4	2	18
III.A.2	Rochester Non-Residential Site Plan Application		4	20		4	2	30
III.A.3	NHDES UST Permit Application		0					0
TOTAL HOURS		0	8	28	0	8	4	48
RATES		\$100.00	\$73.00	\$52.00	\$86.00	\$48.00	\$36.00	
PAYROLL		\$0.00	\$584.00	\$1,456.00	\$0.00	\$384.00	\$144.00	\$2,568.00

<u>Expenses</u>				PAYROLL	\$2,568
Mileage @ \$0.70/mile	\$136	OVERHEAD	97.44%		\$2,502
Printing, Postage, etc.:	\$100	TOTAL PAYROLL FEE			\$5,070
Total Expenses:	\$236	FIXED FEE	10%		\$507
		EXPENSES			\$236
		SUBCONSULTANTS			\$0
<u>Subconsultants</u>		TOTAL FEE:			\$5,813
	\$0				
<u>Mileage by Task</u>					
III.A.2 (2 Round trip - Bedford to Rochester)	194				
	194				

**Skyhaven Airport
ARTICLE B2
Pavement Management Program (PMP) Update**

Task	Description	Project Principal	Project Manager	Sr. Civil Engineer	Civil Engineer	Electrical Engineer	CADD Tech	Administrative Support	TOTAL
IV.A.1	Compile PCI data			2					2
IV.A.2	Update General Information			4					4
IV.A.3	Coordinate Required Inspection Schedule			8					8
IV.A.4	Update PAVER Inventory			2					2
IV.A.5	Coordinate Inspection Reports, Gather Completed Reports, and Update Reporting Templates			16					16
IV.A.6	Update Economic Analysis			40					40
IV.A.7	Program Funding & Overall Programming			20					20
IV.A.8	Update PAVER Airport Diagram			8					8
IV.A.9	Update PAVER Maintenance & Rehabilitation History			8					8
IV.A.10	QA/QC	2							2
TOTAL HOURS		2	0	108	0	0	0	0	110
RATES		\$100.00	\$73.00	\$74.00	\$52.00	\$86.00	\$48.00	\$36.00	
PAYROLL		\$200.00	\$0.00	\$7,992.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,192.00

Expenses				PAYROLL		\$8,192	
Printing, Postage, etc.:	\$100			OVERHEAD	97.44%		\$7,982
Total Expenses:	\$100			TOTAL PAYROLL FEE			\$16,174
				FIXED FEE	10%		\$1,617
				EXPENSES			\$100
				SUBCONSULTANTS			\$0
Subconsultants				TOTAL FEE:			\$17,892
			50				
Mileage by Task							
			0				

Slyhaven Airport
ARTICLE C
Bidding

Task	Description	Principal Engineer	Project Manager	Civil Engineer	Electrical Engineer	CADD Tech	Administrative Support	TOTAL
IV.A.1	Prepare Legal Notice			2				2
IV.A.2	Document Distribution			2		4	2	8
IV.A.3	Prebid Meeting		4	8	2			14
IV.A.4	Respond to RFIs		2	8	2			12
IV.A.5	Prepare and Distribute Addenda		4	12	2	8	2	28
IV.A.6	Attend Bid Opening and Review Bid Proposals		2	6				8
IV.A.7	Bid Tabulation & Analysis		1	4	1		2	8
IV.A.8	Recommendation of Award Letter			1			1	2
IV.A.9	Conformed Construction Documents	1	2	4		2		9
TOTAL HOURS		1	15	47	7	14	7	91
RATES		\$100.00	\$73.00	\$52.00	\$86.00	\$48.00	\$36.00	
PAYROLL		\$100.00	\$1,095.00	\$2,444.00	\$602.00	\$672.00	\$252.00	\$5,165.00

Expenses

Mileage @ \$0.70/mile \$137
 Printing & Postage Bid Documents: Paid for by the Bidders to Jacobs \$0

Total Expenses: \$137

Mileage by Task

IV.A.3 (Round trip Bedford to Rochester) 97
 IV.A.6 (Round trip Bedford to Portsmouth) 98
 195

PAYROLL	\$5,165
OVERHEAD 97.44%	\$5,033
TOTAL PAYROLL FEE	\$10,198
FIXED FEE 10%	\$1,020
EXPENSES	\$137
SUBCONSULTANTS	\$0
TOTAL FEE:	\$11,354

Skyhaven Airport
ARTICLE E
Project and Construction Administration Services

Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Phasing Graphics			2				2
II.A.2.	Attend SAAC meetings (2 estimated)		6					6
II.A.3.	Prepare Notice to Proceed for the contractor			1				1
II.A.4.	File Form 7460 - Notice of Proposed Construction or Alterations			2		2		4
II.A.5.	Conduct Pre-Construction Meeting		8	4				12
II.A.6.	Prepare Construction Management Plan			4				4
II.A.7.	Conduct Pre-Paving Conference		8	4				12
II.A.8.	Review contractor's submittals/shop drawings (30 estimated)		4	30	8			42
II.A.9.	Prepare and submit FAA monthly construction progress reports (4 estimated)			4				4
II.A.10.	Prepare and submit federal grant reimbursements (6 estimated)		12				6	18
II.A.11.	Compile backup data for State of NH billing (6 estimated)			6			6	12
II.A.12.	Review and monitor contractor's QC Program			2				2
II.A.13.	Review contractor's pry requisitions (4 estimated)			8				8
II.A.14.	Review contractor's certified payrolls			4			6	10
II.A.15.	Field communications and support during construction (9 wks x 9 hr/wk)		90	50	12			142
II.A.16.	Coordination with QA testing subconsultant			2				2
II.A.17.	Respond to contractor's RFI during construction		2	8	8	6		24
II.A.18.	Attend weekly project meetings (5 onsite @ 5hr)		25					25
II.A.19.	Prepare and issue change orders during construction One (1) change order assumed		2	4	4			10
II.A.20.	Prepare and issue supplemental agreements (1) supplemental agreement is assumed			3				3
II.A.21.	Prepare and issue start/stop work orders (2) start work & (2) stop work order is assumed			2				2
II.A.22.	Attend Prefinal/Final Inspection meetings		4	16				20
II.A.23.	Prepare and distribute project punch list			2				2
II.A.24.	Prepare As-built drawings and compile submittals		1	4		2	2	9
II.A.25.	Prepare and distribute (1) substantial completion letter			1				1
II.A.26.	Prepare closeout documentation		4	12			4	20
II.A.27.	Retention of Records						4	4
II.A.28.	Prepare Project Scope and Fee	1	14	8				23
II.A.29.	Provide contractor 3-D robotics grading surface					4		4
II.A.30.	Edit Construction Safety & Phasing Plan			4				4
II.A.31.	Hire construction material testing firm		2					2
II.A.32.	Prepare updates to the ALP (3 drawings)		2	8				10
II.A.33.	QA/QC	6						6
TOTAL HOURS		7	174	195	32	14	28	450
RATES		\$100.00	\$73.00	\$52.00	\$86.00	\$48.00	\$36.00	
PAYROLL		\$700.00	\$12,702.00	\$10,140.00	\$2,752.00	\$672.00	\$1,008.00	\$27,974.00

Expenses		PAYROLL	\$27,974
Mileage @ \$0.70/mile	\$815	OVERHEAD 97.44%	\$27,258
Trips		TOTAL PAYROLL FEE	\$55,232
SAAC Meetings	2	FIXED FEE 10%	\$5,523
Pre-construction conference	1	EXPENSES and SUBCONSULTANTS	\$815
Pre-paving conference	2		
Site meetings	5	TOTAL FEE:	\$61,570
Pre-Final and Final Inspection Meetings	2		
Total Trips:	12		
Subconsultants:			
Material testing estimate in Article F		\$0.00	
Total		\$	-

**Skyhaven Airport
ARTICLE F**

Resident Engineering and Material Testing Services

2026 Construction Season	Cal. Days:	65	Day Construction Period				<u>HOURS</u>	
<u>Resident Engineer</u>	9.5	wks x	6	days per wk x	12	hrs per day	= 684	
Pre-field Preparation							= 16	
Post-field Close-Out							= 16	
						Subtotal	716	
Resident Engineer - Straight Time	412	hrs @	\$48.00	/hr		=	\$19,776.00	
Resident Engineer - Premium Time	304	hrs @	\$72.00	/hr		=	\$21,888.00	
							TOTAL PAYROLL	\$41,664.00
<u>Expenses</u>						OVERHEAD	97.44% \$40,597.40	
Travel - 57 trips	\$3,876	(\$68/trip - Bedford/Rochester/Bedford)						
Tolls - \$2/day	\$114							
Misc. Supplies	\$250							
Total Expenses	\$4,240					TOTAL PAYROLL FEE	\$82,261.40	
							FIXED FEE	10% \$8,226.14
							EXPENSES	\$4,240.00
							MATERIAL TESTING	\$30,500.00
							TOTAL	\$125,228
MATERIAL TESTING BY SUBCONSULTANT								
Aggregate Material QA Testing: (P-209)								
	2	Wear Tests	@	\$250		=	\$500	
	2	Sulfate Soundness Tests	@	\$500		=	\$1,000	
	2	Grain Size Analysis	@	\$120		=	\$240	
	2	Hydrometer Analysis	@	\$145		=	\$290	
	2	Unit Weight Tests	@	\$100		=	\$200	
	2	Flat/Elongates Tests	@	\$100		=	\$200	
	2	Fractured Faces	@	\$100		=	\$200	
	2	Sand Equivalency	@	\$150		=	\$300	
	2	Atterberg Limits	@	\$100		=	\$200	
	2	Specific Gravity Tests	@	\$150		=	\$300	
	2	Porosity	@	\$50		=	\$100	
						Subtotal	\$3,530	
P-403 Bituminous Concrete Testing								
	6	Days Plant Inspection (10 hour day)	@	\$1,650		=	\$9,900	
	6	Days Testing of Cores (5 hour day)	@	\$1,200		=	\$7,200	
	240	Mileage to/from plant	@	\$0.70		=	\$168	
						Subtotal	\$17,268	
Sampling and laboratory testing of P-152 excavation materials (suitable backfill), P-154 aggregate subbase, and P-209 crushed aggregate course								
	10	Standard Proctor Tests	@	\$145		=	\$1,450	
	10	Grain Size Analysis	@	\$120		=	\$1,200	
	5	Hydrometer Analysis	@	\$145		=	\$725	
						Subtotal	\$3,375	
Field density tests on backfills, sub grades, sub bases, and base courses. - Est. 500 sy lots. Estimate 6,500 sy. 13 lots per ea. Mat'l P152, P154, P209 (Assume 1 lot = 1 trip = 2 tests/sublot = 1 hours for Sr. technician)								
	13	Lots	@	\$75		=	\$975	
	130	Miles	@	\$0.70		=	\$91	
		4 hour minimum (10 mi/trip)				Subtotal	\$1,066.00	
P610 Structural Portland Cement Concrete Testing								
	6	Concrete Field 4 hour minimum	@	\$400		=	\$2,400	
	6	Conc. Field 1 hr over min & Cyl pick up	@	\$250		=	\$1,500	
	24	Conc. Cylinder testing (4 per Placement - 7d, 14dx2, 28d)	@	\$25		=	\$600	
	120	Mileage (10 mi/trip)	@	\$0.70		=	\$84	
						Subtotal	\$4,584	
ESTIMATED TOTAL MATERIALS TESTING EXPENSE							=	\$29,823.00
							SAY	\$30,500.00

Jacobs

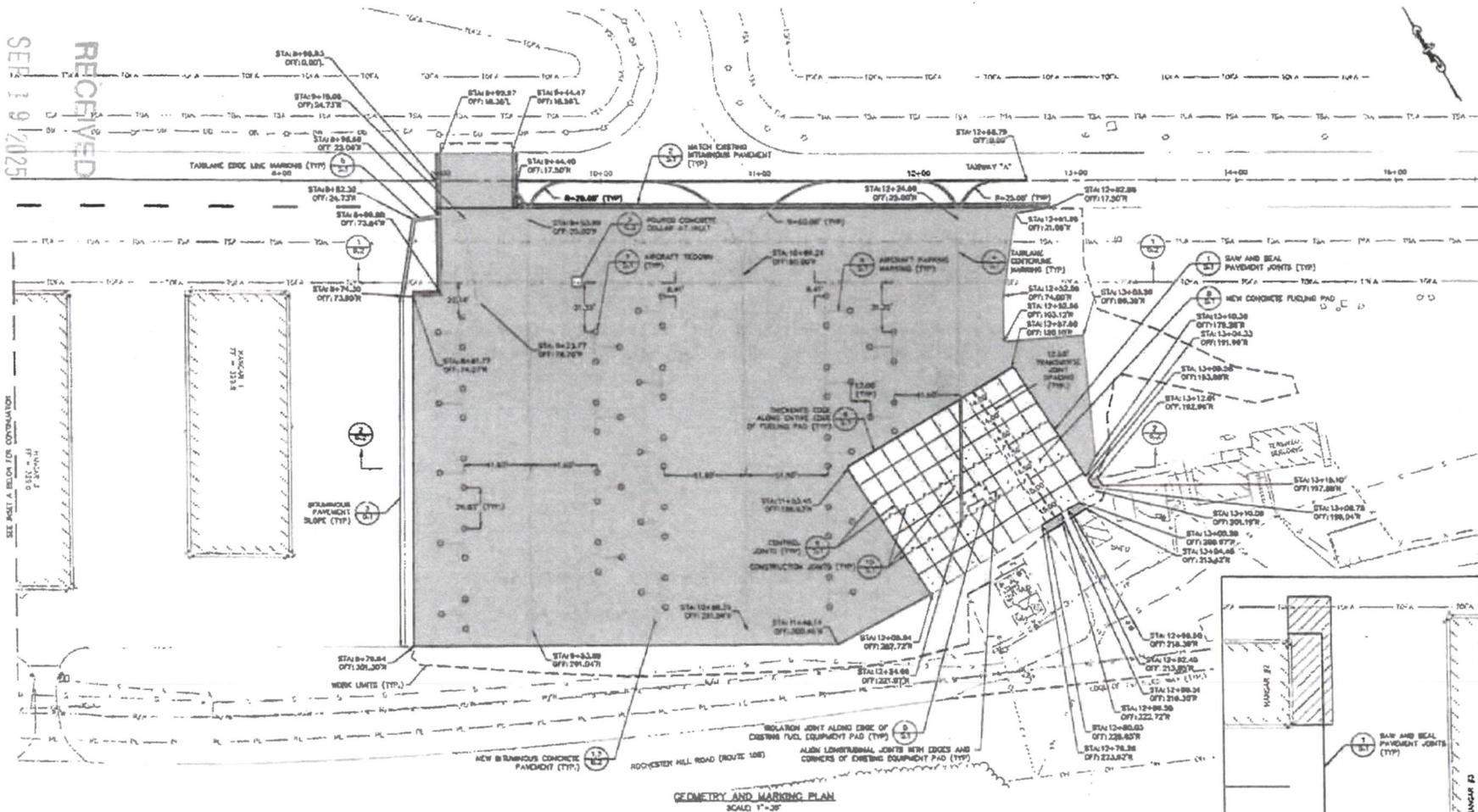
Jacobs No: E2X90517
 SBG No.: SBG 15-XX-2025
 Subject: Tabulation of Bid Values
 Date/Time: 4/11/2025 @ 2:00 PM
 Airport: Skyhaven Airport
 Project: Rehabilitate Terminal Apron

Prepared by: J. Peteter

ITEM NO.	DESCRIPTION	BID QTY	UNIF.	NM Curtis Earthworks		Engineer's Estimate		Budget	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Bid Schedule A									
G-001-1	Special Work Requirements (Includes CSPP and STCD)	1	LS	\$69,429.00	\$ 69,429.00	\$ 100,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00
G-002-1	Record Documents	1	LS	\$7,552.00	\$ 7,552.00	\$ 20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
C-100-1	Contractor Quality Control Program (CQCP)	1	LS	\$12,566.00	\$ 12,566.00	\$ 70,000.00	\$ 70,000.00	\$69,000.00	\$ 88,000.00
C-102-1	Installation and Removal of Silt Fences	248	LF	\$7.00	\$ 1,719.00	\$ 6.00	\$ 1,470.00	\$4.00	\$ 980.00
C-102-2	Installation and Removal of Storm Wastes	806	LF	\$7.00	\$ 5,642.00	\$ 7.80	\$ 6,282.60	\$10.00	\$ 8,070.00
C-102-3	Installation and Removal of Inlet Protection	9	EA	\$112.00	\$ 1,008.00	\$ 200.00	\$ 1,800.00	\$290.00	\$ 2,250.00
C-102-4	Installation and Removal of Coarsestos Erit	1	EA	\$4,734.00	\$ 4,734.00	\$ 2,500.00	\$ 2,500.00	\$5,500.00	\$ 8,500.00
C-102-5	Installation and Removal of Coarsestos Erit	865	SY	\$4.00	\$ 3,420.00	\$ 5.00	\$ 4,275.00	\$3.00	\$ 2,565.00
C-102-6	City of Rochester Stormwater Management and Erosion Control Permit	1	LS	\$1,259.00	\$ 1,259.00	\$ 5,000.00	\$ 5,000.00	\$2,500.00	\$ 2,500.00
C-102-7	ES&C and Stormwater Management Plan and Modeling	1	LS	\$18,961.00	\$ 18,961.00	\$ 20,000.00	\$ 20,000.00	\$30,000.00	\$ 30,000.00
C-104-1	Mobilization (5% of Base Bid)	1	LS	\$51,690.00	\$ 51,690.00	\$59,669.25	\$ 59,669.25	\$65,000.00	\$ 65,000.00
M-003-1	Asterisk Tie-Down	68	EA	\$973.00	\$ 66,216.00	\$1,000.00	\$ 68,000.00	\$1,200.00	\$ 78,200.00
M-004-1	Equip. (NIDOT Item 583.1 Ripper, Class 1)	10	CY	\$111.00	\$ 1,110.00	\$75.00	\$ 750.00	\$160.00	\$ 1,600.00
M-005-1	Geotextile (NIDOT Item 593.4.1.1 or 593.4.2.1)	20	SY	\$44.00	\$ 880.00	\$10.00	\$ 200.00	\$4.00	\$ 80.00
M-006-1	Contaminated Soil Removal and Replacement	1	ALL	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
M-007-1	Basinry Screen Installation	630	SF	\$12.00	\$ 7,560.00	\$12.00	\$ 7,560.00	\$20.00	\$ 12,600.00
M-008-1	Remove and Replace Concrete Curb Stop	23	EA	\$240.00	\$ 5,520.00	\$250.00	\$ 5,750.00	\$350.00	\$ 8,050.00
P-101-1	Pavement Removal (3" Depth)	12,650	SY	\$3.00	\$ 37,950.00	\$3.00	\$ 37,950.00	\$5.00	\$ 62,250.00
P-101-2	Cold Milling (1.5" Depth)	180	SY	\$39.00	\$ 7,020.00	\$30.00	\$ 5,400.00	\$30.00	\$ 5,400.00
P-101-3	Recoval of Pipe	565	LF	\$15.00	\$ 8,475.00	\$25.00	\$ 14,125.00	\$35.00	\$ 19,775.00
P-101-4	Removal of Storm Drain Structures	3	EA	\$1,476.00	\$ 4,428.00	\$1,800.00	\$ 5,400.00	\$3,000.00	\$ 9,000.00
P-101-5	Removal of Asterisk Tie-Downs	80	EA	\$245.00	\$ 19,600.00	\$200.00	\$ 16,000.00	\$300.00	\$ 24,000.00
P-102-1	Unclassified Excavation	3,345	CY	\$26.00	\$ 86,970.00	\$28.00	\$ 93,660.00	\$30.00	\$ 97,350.00
P-109-1	Crushed Aggregate Base Course	2,120	CY	\$46.00	\$ 97,520.00	\$50.00	\$ 106,000.00	\$40.00	\$ 84,800.00
P-103-1	Asphalt Mixture Pavement Surface Course	2,330	TON	\$195.00	\$ 454,350.00	\$200.00	\$ 466,000.00	\$170.00	\$ 396,100.00
P-104-1	Emulsified Asphalt Tack Coat	1,175	GAL	\$7.50	\$ 8,812.50	\$8.00	\$ 9,400.00	\$9.00	\$ 10,575.00
P-105-1	Joint Sealants for Pavements	3,010	LF	\$12.00	\$ 36,120.00	\$15.00	\$ 45,150.00	\$12.00	\$ 36,120.00
P-106-1	Taxway Marking Removal	916	SF	\$5.00	\$ 4,575.00	\$5.00	\$ 4,575.00	\$4.50	\$ 4,117.50
P-106-2	Permanet Taxway and Apron Marking with Reflective Media	1,265	SF	\$3.00	\$ 3,795.00	\$4.00	\$ 5,060.00	\$6.50	\$ 8,177.50
P-106-3	Temporary Taxway and Apron Marking (No Reflective Media)	1,269	SF	\$2.00	\$ 2,538.00	\$4.00	\$ 5,076.00	\$4.50	\$ 5,710.50
P-106-4	Permanet Taxway and Apron Marking (Black Paint)	690	SF	\$5.00	\$ 3,450.00	\$3.00	\$ 2,070.00	\$4.50	\$ 3,105.00
D-701-1	12-Inch Reinforced Concrete Pipe (Class IV)	465	LF	\$126.00	\$ 58,590.00	\$100.00	\$ 46,500.00	\$127.00	\$ 59,055.00
D-701-2	15-Inch Reinforced Concrete Pipe (Class IV)	116	LF	\$152.00	\$ 17,632.00	\$115.00	\$ 13,230.00	\$140.00	\$ 16,160.00
D-751-1	16-Inch Diameter Catch Basin	3	EA	\$11,678.00	\$ 35,034.00	\$7,500.00	\$ 22,500.00	\$15,000.00	\$ 45,000.00
T-911-1	Soiling	2,035	SY	\$1.50	\$ 3,052.50	\$1.50	\$ 3,052.50	\$1.20	\$ 2,442.00
T-915-1	Topsoil (4" Depth)	2,035	SY	\$10.00	\$ 20,350.00	\$8.00	\$ 16,280.00	\$8.00	\$ 16,280.00
Bid Schedule B - Install New Concrete Paving Pad									
G-001-2	Contractor's Safety Plan Compliance Document (Bid Schedule B Only)	1	FLS	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00
G-001-3	Low Profile Barricades (Bid Schedule B Only)	55	EA	\$396.00	\$ 21,780.00	\$200.00	\$ 11,000.00	\$100.00	\$ 5,500.00
C-106-2	Mobilization (5% of Bid Schedule B)	1	LS	\$6,890.00	\$ 6,890.00	\$10,215.00	\$ 10,215.00	\$11,000.00	\$ 11,000.00
P-901-1	Compact Concrete Pavement	220	CY	\$377.00	\$ 83,140.00	\$600.00	\$ 132,000.00	\$915.00	\$ 201,300.00
P-604-1	Compression Joint Seals for Concrete Pavements	340	LF	\$16.00	\$ 5,440.00	\$20.00	\$ 6,800.00	\$25.00	\$ 8,500.00
				Bid Schedule A Summary		\$ 1,399,591.25		\$ 1,441,107.00	
				Bid Schedule B Summary		\$ 135,280.00		\$ 243,000.00	
				Total Bid:		\$ 1,348,949.00		\$ 1,684,107.00	

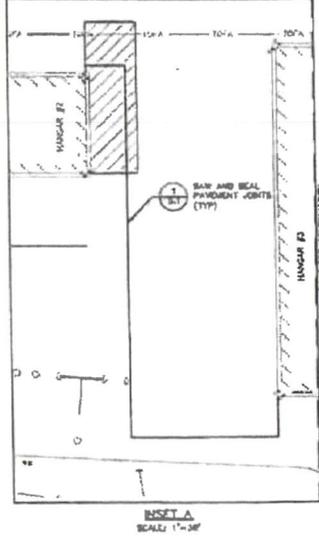
Appendix B – Project Sketch

RECEIVED
SEP 19 2025



GEOMETRY AND MARKING PLAN
SCALE: 1"=30'

- LEGEND**
- PROPOSED BITUMINOUS CONCRETE PAVEMENT
 - PROPOSED BITUMINOUS MILL AND OVERLAY
 - PROPOSED PORTLAND CEMENT CONCRETE PAVEMENT
 - SAW AND SEAL PAVEMENT JOINT
 - PROPOSED PAVEMENT MARKING - TABLELAND CENTERLINE OR AIRCRAFT PARKING
 - PROPOSED PAVEMENT MARKING - TABLELAND EDGE LINE
 - PROPOSED AIRCRAFT TAXIWAY
 - WORK LIMITS
 - ISOLATION JOINT
 - CONSTRUCTION JOINT



Jacobs

PROJECT NUMBER: 15-037
 SCALE: 1"=30'
 DATE: FEBRUARY 2015
 DRAWN BY: LUD
 CHECKED BY: LUD
 DATE: 02/19/15

SKOWHEEN AIRPORT
ROCHESTER, NH

REGULATE AND MARK TERMINAL AREA TAXIWAY FRONT

GEOMETRY AND MARKING PLAN

NO.	REVISIONS
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PROJ. NO. 15-037
 DATE: 02/19/15
 DRAWING NO. **5.0**
 SHEET 09 OF 16

AutoCAD 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991, 1990, 1989, 1988, 1987, 1986, 1985, 1984, 1983, 1982, 1981, 1980, 1979, 1978, 1977, 1976, 1975, 1974, 1973, 1972, 1971, 1970, 1969, 1968, 1967, 1966, 1965, 1964, 1963, 1962, 1961, 1960, 1959, 1958, 1957, 1956, 1955, 1954, 1953, 1952, 1951, 1950, 1949, 1948, 1947, 1946, 1945, 1944, 1943, 1942, 1941, 1940, 1939, 1938, 1937, 1936, 1935, 1934, 1933, 1932, 1931, 1930, 1929, 1928, 1927, 1926, 1925, 1924, 1923, 1922, 1921, 1920, 1919, 1918, 1917, 1916, 1915, 1914, 1913, 1912, 1911, 1910, 1909, 1908, 1907, 1906, 1905, 1904, 1903, 1902, 1901, 1900, 1899, 1898, 1897, 1896, 1895, 1894, 1893, 1892, 1891, 1890, 1889, 1888, 1887, 1886, 1885, 1884, 1883, 1882, 1881, 1880, 1879, 1878, 1877, 1876, 1875, 1874, 1873, 1872, 1871, 1870, 1869, 1868, 1867, 1866, 1865, 1864, 1863, 1862, 1861, 1860, 1859, 1858, 1857, 1856, 1855, 1854, 1853, 1852, 1851, 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