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THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

20

JAN 28 2026

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Aeronautics
November 17, 2025

REQUESTED ACTION

Authorize the Department of Transportation to **retroactively** award a grant to the City of Keene (Vendor Code 177417), SBG 08-30-2025, for the final design, permitting and bidding to install a perimeter/wildlife fence, Phase II at the Dillant-Hopkins Airport, Keene, NH. Federal and state participation in the amount of $335,185 is effective upon Governor and Council approval through September 3, 2029. 97.4% Federal funds, 2.6% State funds.

Funding is available as follows:	FY 2026
04-96-96-960030-9342 FAA Projects 034-500152 Design/Study	$ 335,185

EXPLANATION

This project is **retroactive** because the airport sponsor made the decision to conduct the survey (included as part of this project) before winter snow cover so that the data could be used to design the project over the winter months with anticipation of placing the project out to bid in the spring. No other work as part of this project was conducted in advance of the requested approval.

A total of $326,591 (95% of the total project cost) funded by the Federal Aviation Administration (FAA) Infrastructure Investment and Jobs Act (IIJA) is proposed to complete for the final design, permitting and bidding to install a perimeter/wildlife fence, Phase II at the Dillant-Hopkins Airport, Keene, NH. The design will include the design and permitting for 17,100 feet of wildlife perimeter fence and 7 manual swing gates. This benefits the state because the fence will be designed to keep wildlife off the movement areas of the airport to protect life and property.

The Department of Transportation accepts the Federal funds, $326,591 for this project as a pass-through to the City of Keene in accordance with RSA 422:15. State participation in the amount of $8,594 (2.5% of this project) is also requested. The City of Keene will participate in the amount of $8,595 (2.5% of this project cost). The total cost of this development project, including state and local matching shares, is $343,780.

A summary breakdown is as follows:

Phase II	PROJECT-RELATED Cost	%	REQUESTED ACTION Cost	%
FAA	$ 326,591	95%	$ 326,591	97.4%
State	$ 8,594	2.5%	$ 8,594	2.6%
City of Keene	$ 8,595	2.5%		
Total	$ 343,780	100%	$ 335,185	100.0%

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

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

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

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

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

Sincerely,

William Cass

William J. Cass, P.E.
Commissioner

Attachments
WC/tlsl

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT (AIG)

GRANT AGREEMENT

Part I - Offer

Date of Offer	October 29, 2025
Airport/Planning Area	Dillant-Hopkins Airport
State Block Grant Number	SBG 08-30-2025
Unique Entity Identification (UEI) Number	YYAFC9KA35K1

TO: City of Keene, New Hampshire
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the State a Project Application April 21, 2025, for a grant of Federal and State funds for a project at or associated with the Dillant-Hopkins Airport, which is included as part of this Grant Agreement; and

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

Install Perimeter/Wildlife Fence – Phase II (final design, permit, bid)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States, the State, and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION AND STATE, FOR AND ON BEHALF OF THE UNITED STATES AND STATE, HEREBY OFFERS AND AGREES to pay ninety-seven and one-half (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): 20.117

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is **$335,186.00**.

   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
   $335,186.00 for airport development or noise program implementation; and,
   $0.00 for land acquisition.

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

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is **September 3, 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). Eligible project-related costs incurred on or after November 15, 2021, that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      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 P.L. 117-58, Division J, Title VIII and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in 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, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA and 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 **December 1, 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 IIJA Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The State can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The State's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The State can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the State finds it advantageous and in the best interests of the United States and the State.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **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 IIJA (P.L. 117-58), 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 debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

    1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

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

   a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

      i. Severe forms of trafficking in persons during the period of time that the grant or cooperative agreement is in effect;
      ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
      iii. The use of forced labor in the performance of this grant; or any subaward; or
      iv. Acts that directly support or advance trafficking in persons, including the following acts:
         a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
         b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
            1. Exempted from the requirement to provide or pay for such return transportation by the federal or state department or agency providing or entering into the grant; or
            2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
         c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
         d) Charging recruited employees a placement or recruitment fee; or
         e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

   b. The FAA or State may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
      ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or

         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA or State may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or
b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

a. The recipient must inform the FAA, State, and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

b. The FAA's and State's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA and State under this Grant.

c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

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

a. "Employee" means either:

i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **Exhibit "A" Property Map**. The Exhibit "A" Property Map dated **March 24, 2022**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence

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

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

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

27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA and State 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 USDOT's and FAA's Office of Civil Rights and State's Office of Federal Compliance 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 the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the 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, the 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.** Pursuant to Section (3)(b)(iv), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the sponsor:

    a. Agrees 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. Certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

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

31. **National Airspace System Requirements**

    a. The Sponsor shall cooperate with FAA and State activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA and State in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA or State from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA or State determines that the Sponsor has violated subsection (a), the FAA or State may impose a remedy, including:

        (1) additional conditions on the award;
        (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT or State; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
        (3) any other remedy legally available.

    c. In imposing a remedy under this condition, the FAA or State may elect to consider the interests of only the FAA or State.

    d. The Sponsor acknowledges that amounts that the FAA or State requires the Sponsor to refund to the FAA or State due to a remedy under this condition constitute a debt to the Federal or State Government that the FAA or State may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

32. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- or State-assisted airport improvement project to post signs consistent with a DOT/FAA-

prescribed format, as may be requested by the DOT/FAA or State, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

33. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, *Bringing in and harboring certain aliens*, and 8 U.S.C. § 1327, *Aiding or assisting certain aliens to enter*.

34. **Availability of Funds**. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

35. **Effective Date**. If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.

36. **Assignment of Interest**. The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.

37. **Entire Agreement**. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.

38. **Insurances**. The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:

    A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and

    B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire; and

    C. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

39. **Public Meeting**. By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.

SPECIAL CONDITIONS

40. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.

41. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA and State review prior to advertising for bids.

42. **Plans and Specifications Approval Based Upon Certification.** The FAA, State, and the Sponsor agree that the FAA's and State's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA and State. The Sponsor understands that:

    a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA and State approval for modifications to published FAA airport development grant standards or to notify the FAA and State of any limitations to competition within the project;

    b. The FAA's and State's acceptance of a Sponsor's certification does not limit the FAA or State from reviewing appropriate project documentation for the purpose of validating the certification statements; and

    c. If the FAA or State determines that the Sponsor has not complied with their certification statements, the FAA or State will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.

43. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA or State may suspend or terminate grants related to the design.

44. **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.*

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

Michelle L. W
(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: 12/17/25

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 3rd day of November, 2025.

City of Keene
(Name of Sponsor)

Elizabeth Ferland
(Signature of Sponsor's Authorized Official)

By: Elizabeth Ferland
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at Keene (location) this 3rd day of November, 2025

By: _____
(Signature of Sponsor's Attorney)

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

CERTIFICATE OF VOTE

I, Terri Hood, do hereby certify that I am the City Clerk of City of Keene, a municipality in the state of New Hampshire, county of Cheshire, in the United States of America.

I do further certify that Elizabeth Ferland is City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council on the city of Keene on the following date: June 19, 2025

I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the city of Keene on this 3rd day of November 2025.

Terri Hood

SEAL

City Clerk
Title of Signatory

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Cheshire upon this date November 3, 2025, appeared before me Laurie Plankey, the above-signed officer personally appeared Terri Hood, who acknowledged him/herself to be the City Clerk of the town/city of Keene, New Hampshire, and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the city of Keene, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Laurie Plankey

Signature of Notary or Justice of the Peace

Laurie A. Plankey
Name of Notary or Justice of the Peace

SEAL

March 27, 2029
Date of Expiration of Commission

LAURIE A PLANKEY
Notary Public - New Hampshire
My Commission Expires
March 27, 2029

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Keene 3 Washington Street Keene, NH 03431-3191	210	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply	
X	**General Liability (Occurrence Form)**	7/1/2025	7/1/2026	Each Occurrence	$ 1,000,000
	Professional Liability (describe)			General Aggregate	$ 2,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			Aggregate	
	☐ Any auto				
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regard to the grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	X	Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301					By: *Mary Beth Purcell* Date: 11/3/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

MCFAJOH-01 LECLAIRG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ruby Coleman
Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	PHONE (A/C, No, Ext): (407) 998-4144 FAX (A/C, No): E-MAIL ADDRESS: Ruby.Coleman@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : American Casualty Company of Reading, Pennsylvania	20427
INSURER C : The Continental Insurance Company	35289
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
McFarland-Johnson, Inc.
49 Court Street
Suite 240
Binghamton, NY 13901

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT X LOC OTHER	X	X	6056803227	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6056803213	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6056803244	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC656803230	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Val Pprs & Records			6056803227	1/1/2026	1/1/2027	Blanket Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Wildlife Perimeter Fence Phase II, Contract No. 04-26-29

City of Keene, NHDOT and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA75079XX, CNA74987XX, in regard to auto per endorsement number CNA71627. A Waiver of Subrogation applies in favor of the certificate holder, owner and all other parties as required by written contract in regard to general liability per endorsement number CNA74858NY, in regard to auto per endorsement, number CA 04 44 10 13, in regard to workers compensation per endorsement WC 00 03 13. The umbrella policy is following form of the underlying policies per endorsement #CNA75504XX. 30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Keene
City Hall
3 Washington St
Keene, NH 03431

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FAA
Airports

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

Updated: 03/05/2025

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

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

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

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

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

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

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

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA 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

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 Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (City of Keene, NH), 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 21, 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).

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received: 04/09/2025

4. Applicant Identifier: EEN

5a. Federal Entity Identifier: SBG 08-XX-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Keene

*b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000441

*c. UEI: YYAFC9KA35K1

d. Address:

*Street 1: 3 Washington Street
Street 2:
*City: Keene
County/Parish: Cheshire
*State: Province: NH
*Country: USA
*Zip / Postal Code 03431-3124

e. Organizational Unit:

Department Name:

Division Name:

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

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

Title: Airport Director

Organizational Affiliation: Keene Dillant-Hopkins Airport

*Telephone Number: (603) 357-9835 Fax Number:

*Email: DHickling@keenenh.gov

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

Title:

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

Town of Swanzey, Cheshire County, New Hampshire

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

Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: NH-02 *b. Program/Project: NH-02

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

17. Proposed Project:

*a. Start Date: 08/01/2025 *b. End Date: 10/15/2026

18. Estimated Funding ($):

*a. Federal	326,591.00
*b. Applicant	8,595.00
*c. State	8,594.00
*d. Local	0.00
*e. Other	0.00
*f. Program Income	0.00
*g. TOTAL	343,780.00

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

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

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

☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: David

Middle Name:

*Last Name: Hickling

Suffix:

*Title: Airport Director

*Telephone Number: (603) 357-9835 Fax Number:

* Email: DHickling@keenenh.gov

*Signature of Authorized Representative:  *Date Signed: 4/21/2025

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)?
☒ Yes ☐ 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?
☒ Yes ☐ No ☐ 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.
☐ Yes ☒ No ☐ 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).
☐ Yes ☒ No ☐ 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.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ 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?
☐ Yes ☒ No ☐ 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:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to ____ % as approved by ____ (the Cognizant Agency) on ____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

The Project is compatible with the Airport Master Plan. The Sponsor has encouraged developers to develop areas adjacent to the Airport for uses that are compatible with the Airport.

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

The Sponsor is not in default on any obligations to the United States or any agency of the United States Government.

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

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

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

The Project is consistent with the City of Keene's Master Plan.

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

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

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

The Sponsor has undertaken reasonable consultation with affected Airport users.

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

The Project did not require a Public Hearing.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable 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.

The Project will not affect Air and Water Quality Standards.

PART II – SECTION C (Continued)

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

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

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

The Sponsor maintains property interest as depicted within the property table on the Exhibit A Property map dated 03/24/2022 and filed with SBG 08-XX-2024.

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

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

All work will occur on land owned by the Sponsor.

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

All work will occur on land owned by the Sponsor.

---

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense	7,300	0	7,300
2. Preliminary expense	0	0	0
3. Land, structures, right-of-way	0	0	0
4. Architectural engineering basic fees	336,480	0	336,480
5. Other Architectural engineering fees	0	0	0
6. Project inspection fees	0	0	0
7. Land development	0	0	0
8. Relocation Expenses	0	0	0
9. Relocation payments to Individuals and Businesses	0	0	0
10. Demolition and removal	0	0	0
11. Construction and project improvement	0	0	0
12. Equipment	0	0	0
13. Miscellaneous	0	0	0
14. **Subtotal** (Lines 1 through 13)	343,780	0	343,780
15. Estimated Income (if applicable)	0	0	0
16. Net Project Amount (Line 14 minus 15)	343,780	0	343,780
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)	0	0	0
18. **Subtotal** (Lines 16 through 17)	343,780	0	343,780
19. Federal Share requested of Line 18	326,591	0	326,591
20. Grantee share	8,595	0	8,595
21. Other shares	8,594	0	8,594
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	343,780	0	343,780

SECTION C – EXCLUSIONS

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	0
b. Mortgages	0
c. Appropriations (by Applicant)	8,595
d. Bonds	0
e. Tax Levies	0
f. Non-Cash	0
g. Other (Explain):	0
h. **TOTAL** - Grantee share	8,595
25. Other Shares	**Amount**
a. State	8,594
b. Other	0
c. **TOTAL** - Other Shares	8,594
26. TOTAL NON-FEDERAL FINANCING	17,189

SECTION E – REMARKS

(Attach sheets if additional space is required)

I hereby certify that the Exhibit A Property Mab dated 03/24/2022 and attached to the Grant Application SBG 08-XX-2024 reflects, to the best of my knowledge, the current information as of this date.

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: Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimet

AIRPORT: Keene Dillant-Hopkins Airport

1. Objective:

See Attached Part IV - Supplemental Program Narrative

2. Benefits Anticipated:

See Attached Part IV - Supplemental Program Narrative

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

See Attached Part IV - Supplemental Program Narrative

4. Geographic Location:

See Attached Part IV - Supplemental Program Narrative

5. If Applicable, Provide Additional Information:

See Attached Part IV - Supplemental Program Narrative

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

See Attached Part IV - Supplemental Program Narrative

Part IV
Program Narrative

Project: **Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence**

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

Date: April 18, 2025

1. Objective:
The Airport has experienced wildlife incursions by large mammals and amphibians, including white-tail deer, moose, foxes, coyotes, and turtles, among others. In 2016, an aircraft collided with a deer on one of the runways, destroying the aircraft and causing over $15,000 in damage to Airport equipment and runway lights.

Currently, approximately half of the Airport is fenced on the north and south sides of the Airport. Approximately 17,000 linear feet of the airport on the east and west sides of the airport are unfenced. These portions of the Airport are comprised of woodlands and wetlands, which are prime habitats for the types of mammals and amphibians the Airport needs to exclude for safety reasons.

An Environmental Assessment is Phase I of the Airport wildlife fence project. The Environmental Assessment will be issued for public comment in May 2025 and finalized in June 2025.

The objective is to prepare final design, permitting and bidding for approximately 17,000 feet of fence. The proposed project will consider the recommendations in the Airport's 2024 wildlife hazard site visit report with respect to the proposed fence.

2. Benefits Anticipated:
The safety of aircraft, including a large number of turbine-engine aircraft will be greatly increased. Airport personnel will save time, and costs will be reduced as a complete wildlife perimeter fence will minimize the need to control hazardous wildlife.

3. Approach:
See approved Scope of Work following this section.

4. Geographic Location:
This project is located at Dillant-Hopkins Airport in the Town of Swanzey, Cheshire County, New Hampshire.

5. Additional Information:

PROJECT DESCRIPTION:

Design, permit and bid approximately 17,000 linear feet of new fence and 8 gates.

COST BREAKDOWN

See attached Project Cost Summary.

ENVIRONMENTAL STATUS:

National Environmental Policy Act: A letter of "Finding of No Significant Impact" has not been issued by the NHDOT Bureau of Aeronautics. The Environmental Assessment is planned to be submitted for a 30-day public comment on May 5, 2025. The final Environmental Assessment is anticipated to be submitted in June 2025 to NHDOT Bureau of Aeronautics for the anticipated "Finding of No Significant Impact".

This project prepares the NHDES permit applications related to Wetlands and Shoreland Protection.

STATEMENT ON DISADVANTAGED BUSINESS:

The City of Keene has prepared a Disadvantage Business Enterprise (DBE) plan, requesting the use of a mix of Race-Neutral procedures for a total of 6.8% in the implementation of the DBE plan for the City of Keene for FFY 2024-2026.

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

COORDINATION WITH NHDOT:

This project has been coordinated with NHDOT throughout the project scoping process and by providing them with a copy of this grant application.

COORDINATION WITH US FISH & WILDLIFE SERVICE, STATE HISTORIC PRESERVATION OFFICE, AND COASTAL ZONE MANAGEMENT

This project is for design, permitting and bidding and as such will not result in any impact on the environment. Coordination with USF&W and SHPO was conducted during the Phase I NEPA process.

This project is not in a Coastal Zone and so Coastal Zone Management coordination is not required.

6. Sponsor's Representative:

The Sponsor's representative for this project is:

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

PROJECT COST SUMMARY

Project Name: Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

Airport: Keene Dillant-Hopkins Airport
Date: April 21, 2025

Line 1. Administrative Expenses

TASK	DESCRIPTION	ELIGIBLE FEE	COMMENTS
	Crosscheck IFE, LLC	$ 2,500.00	IFE
	NHDES In Lieu Fees	$ 4,000.00	Estimate
	Permitting Fees	$ 800.00	Estimate
	Line 1 Total:	**$ 7,300.00**	

Line 4. Architectural Engineering Basic Fees

TASK	DESCRIPTION	ELIGIBLE FEE	COMMENTS
Task 1	Project Administration/Management	$ 35,000.00	
Task 2	Data Collection	$ 83,210.00	
Task 3	Environmental Documentation Review & Permitting	$ 68,430.00	
Task 4	Design & Preparation of Plans, Specifications, and Opinion of Probable Construction Costs	$ 137,370.00	
Task 5	Bidding	$ 12,470.00	
	Line 4 Total:	**$ 336,480.00**	

Line 6. Project Inspection Fees

Task	DESCRIPTION	ELIGIBLE FEE	COMMENTS
	Line 6 Total:	**$ -**	

Line 11. Construction and Project Improvement

Task	DESCRIPTION	ELIGIBLE FEE	COMMENTS
	Line 11 Total:	**$ -**	

Line 14. Total	**Total Project Cost**	**$ 343,780.00**	
Line 17. Less: Ineligible Exclusions	Ineligible in this Grant	$ -	
Line 18. Total Project Amount	**FAA Eligible**	**$ 343,780.00**	
Line 19. Federal Share Requested	**FAA Share (95% of FAA Eligible)**	**$ 326,591.00**	
Line 23. Grantee Share	**Local Share (2.5% of FAA Eligible)**	**$ 8,594.50**	
Line 24. Other Shares	**State Share (2.5% of FAA Eligible)**	**$ 8,594.50**	

CROSSCHECK IFE
INDEPENDENT FEE ESTIMATES

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

April 10, 2025

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

RE: Independent Fee Estimate (IFE) for
Phase II – Final Design, Permitting, and
Bid Phase Services for Wildlife Perimeter Fence
Keene Dillant-Hopkins Airport (EEN)

Dear Mr. Hickling:

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

Objectives: Client has requested Crosscheck to provide Independent Fee Estimate (IFE) services ("Services"). Initially, Client is requesting certain Services to be performed for the Phase II – Final Design, Permitting, and Bid Phase Services, Wildlife Perimeter Fence Project, as provided to Crosscheck via email on Tuesday, April 8th, 2025. The IFE will be completed within 21 calendar days from the date of execution of this agreement by the Client and will further be completed in accordance with Federal Aviation Administration (FAA) Advisory Circular 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Agreement: This Agreement will cover Services conducted as of April 11, 2025 and will continue through July 11, 2025 (the "Term"), unless terminated earlier in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Client:

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

If to Crosscheck:

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

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

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

April 10, 2025

Mr. David Hickling, Director – IFE Services; PH. II Wildlife Fence

AGREED TO AND ACCEPTED:

Marquette Sawyer Regional Airport:	Crosscheck IFE, LLC
(Signature of Authorizing Official)	(Signature)
David Hickling	James Dolan, President
(Typed Name & Title)	(Typed Name & Title)
4/11/2025	04/10/2025
(Date)	(Date)

Estimated permitting fees

$800 based on the below.

1.	NHDES Dredge & Fill	$400 ($0.40 per SF or $400, whichever is greater)
2.	NHDES Shoreland Permit	$400
3.	NHDES AoT Permit by Rule	$0
4.	Fish and Game	$0
5.	Section 106	$0
6.	EPA NPDES	$0

Estimated NHDES In-Lieu Fee Payment

$4,000 - $2,000 (see below) x 2 (contingency)

$2,000 estimate is based on approximately 450 fence posts located in wetland areas, and a permanent impact area of 0.8 SF associated with each post (assuming a 1-foot diameter concrete footing per post), for a total of approximately 360 SF of permanent wetland impacts. The impacts above are based on preliminary design. A 100% contingency to the fee impacts has been added to cover potential impacts discovered during final design.

Keene Dillant-Hopkins Airport
Phase II – Final Design, Permitting, and Bid Phase Services
for Wildlife Perimeter Fence
Swanzey, New Hampshire

SCOPE OF SERVICES

April 2025

A. INTRODUCTION

PROJECT DESCRIPTION

McFarland-Johnson Inc. (CONSULTANT) has been requested by Keene Dillant-Hopkins Airport (SPONSOR) to provide professional services related to Phase II of a wildlife perimeter fence project. The Phase I project included preliminary design and an Environmental Assessment (EA) for the fence. This Phase II project includes the final design, permitting, and bid phase services. The Federal Aviation Administration (FAA), the New Hampshire Department of Transportation, Bureau of Aeronautics (NHDOT), and the City of Keene will fund the proposed project.

Project locations are noted in the *Attachment 1 – Wildlife Perimeter Fence (GP-01)*.

The fence project has multiple phases as follows:

- Phase I Environmental Assessment is scheduled for completion in the summer of 2025.
- Phase II (this scope) includes the design and permitting for 17,100 feet of wildlife perimeter fence and seven (7) manual swing gates. These quantities represent completing 100% of the fence around the Airport. The quantity of fencing and gates that will be publicly bid under Phase II will be limited to the availability of FAA-AIG funds (~$1.0M).
- Phase III fence construction will be the quantity of fences and gates that can be funded by FAA-AIG funds (~$1.0M). CONSULTANT construction phase services will be included in the Phase III project.
- Phase IV, a future project, will bid and construct the balance of the fence and gates not constructed in Phase III. The design and permitting of the Phase IV project are considered in Phase II (this scope). Phase IV is subject to the availability of funding.

B. SCOPE OF SERVICES

TASK 1.0 – ADMINISTRATION/PROJECT MANAGEMENT

The following items of work will be accomplished by CONSULTANT on behalf of SPONSOR under the category of Administration/Project Management:

1.1 Scope Development

Prepare one (1) meeting agenda. Project Manager and Airport Planner attend one (1) scoping meeting with SPONSOR and NHDOT. Prepare meeting notes and distribute them to meeting attendees.

1.2 Subconsultant Solicitation

Develop up to three (3) requests for proposals (RFP) for Archeological, Survey and Geotechnical subconsultants. RFP includes developing scope of work with scope related graphics. Review up to three (3) subconsultant proposals, provide comments to subconsultant, and review revised subconsultant proposals.

1.3 Scope and Fee Task Order Preparation

Draft scope and fee estimate for SPONSOR review. Fee will not be provided to the SPONSOR until the IFE has been received by them. Obtain SPONSOR review comments and revise the Task Order scope and fee. The scope of services will be detailed to a level typically sufficient for SPONSOR to obtain an Independent Fee Estimate (IFE) for use in evaluating CONSULTANT fee proposal.

1.4 IFE Coordination

Assist SPONSOR in the IFE process including preparing an Excel spreadsheet for use by the IFE preparer. CONSULTANT will coordinate with the IFE preparer through SPONSOR to answer questions the IFE preparer may have.

1.5 Scope & Fee Negotiation

Submit the final Task Order along with the revised scope and fee based on input and adjustments from the negotiations to SPONSOR.

1.6 Project Contract

Prepare one (1) project contract and issue to SPONSOR for signatures.

1.7 Grant Administration

Prepare one (1) FAA/NHDOT grant application. Prepare up to twelve (12) NHDOT grant reimbursement requests. Assist SPONSOR with preparing up to one (1) grant closeout report.

1.8 SPONSOR Project Coordination

Provide up to twelve (12) monthly summary of project status update via virtual meeting with SPONSOR. Develop up to one (1) project schedule and provide up to twelve (12) monthly schedule updates.

1.9 Team Project Coordination

Coordinate project execution with project team through up to twenty (20) – ½ hour project team meetings.

1.10 Invoicing

Prepare an initial project budget and monitor budget on a periodic basis and provide financial updates. Prepare up to twelve (12) project invoices and distribute to the Sponsor. Review up to ten (10) subconsultant invoices.

1.11 DBE Annual Reporting

Prepare up to two (2) federal fiscal year-end DBE Accomplishment Reports.

TASK 2.0 – DATA COLLECTION

The following items of work will be accomplished by CONSULTANT on behalf of SPONSOR under the category of Data Collection:

2.1. Archeological

1. Provide archaeological consulting services per the attached Subconsultant, Monadnock Archaeological Consulting, LLC, scope of work. Archaeological services are required along the east side of the proposed fence alignment in the vicinity of the archaeologically sensitive area identified during the EA. This task includes preparing the subconsultant agreement based on the attached Subconsultant, Monadnock Archaeological Consulting, LLC, scope of work.
2. Coordinate the site work of the Subconsultant with SPONSOR. This includes email correspondence with the Subconsultant and the SPONSOR.
3. Review Subconsultant deliverables.

2.2. Survey

1. Provide survey services per the attached Subconsultant, GM2 Associates, Inc., scope of work. This task includes preparing the subconsultant agreement.
2. Coordinate the site work of the Subconsultant with SPONSOR. This includes up to one (1) one-hour meeting with the Subconsultant and the SPONSOR.
3. Review the deliverables of the Survey Subconsultant for general conformity to the requirements of the RFP.
4. Perform a visual field check of the survey as prepared by the Surveyor for general conformity to the requirements of the RFP. This task is limited to up to one (1) CONSULTANT staff for an extended day.
5. Prepare a base plan with information provided by the Surveyor and SPONSOR documents, and observations from the field check. Develop a digital terrain model of existing conditions topography. This base plan will be used as the basis of design for the project.

2.3. Geotechnical

1. Provide geotechnical services per the attached Subconsultant, John Turner Consulting, Inc., scope of work. This task includes preparing the subconsultant agreement.
2. File one (1) FAA Form 7460-1 for proposed Construction Equipment using the OEAAA.gov website for the use of the drill rig during the geotechnical field reconnaissance.
3. Coordinate the site work of the Subconsultant with SPONSOR. This includes up to one (1) one-hour meeting with the Subconsultant and the SPONSOR.
4. Conduct field work to observe Subconsultant. This task is limited to up to one (1) CONSULTANT staff for two (2) days. It is anticipated that this will be part-time observation.
5. Review Subconsultant deliverables.

2.4. Fence Location Validation

1. Conduct one (1) site visit by up to one (1) CONSULTANT staff to review the fence locations with SPONSOR. Note adjustments to the fence layout based on SPONSOR's input with GPS data collector or swing ties. The revised layout that is agreed to with the SPONSOR will become the basis of the project design. During the visit, identify haul routes to the project work areas. Also determine if the proposed layout meets constructability requirements and environmental impact considerations.

TASK 3.0 – ENVIRONMENTAL DOCUMENTATION REVIEW & PERMITTING

The following items of work will be accomplished by CONSULTANT on behalf of the SPONSOR under the category of Environmental Documentation & Permitting:

3.1 NHDES Standard Dredge & Fill Wetlands Permit Application The proposed wildlife perimeter fence project will require temporary and permanent impacts located within state and federally jurisdictional wetlands is anticipated to require authorization under a New Hampshire Department of Environmental Services (NHDES) Standard Dredge and Fill Permit and the United States Army Corps of Engineers (USACE) New Hampshire General Permit (GP), specifically GP 23. Some of the wetlands located within the project area are categorized by NHDES (Env-Wt 103.66) as Priority Resource Areas (PRAs), Floodplain Wetlands on Tier 3 Watercourses, and are subject to a greater level of protection. Therefore, based on the presence of PRAs and anticipated impacts, the proposed project is anticipated to be classified as a "Major" impact project, and mitigation is anticipated to be required for all permanent wetland impacts. It is assumed that mitigation will be in the form of an in-lieu fee (ILF) payment to the NHDES Aquatic Resource Mitigation (ARM) Fund. It is assumed that the associated application fee and ILF fee payment will be the responsibility of the SPONSOR.

CONSULTANT will prepare and submit a NHDES Standard Dredge and Fill Permit Application for a Major Impact Project including the following materials:

- Standard Dredge and Fill Wetlands Permit Application Form
- Project Narrative
- USGS Location Map
- Tax Map
- Attachment A: Minor and Major Projects Form
- NHDOT Natural Resource Agency Coordination Meeting Minutes
- Avoidance and Minimization Narrative Worksheet
- Mitigation Report, Coordination, and ARM Fund Calculator
- Updated NHB DataCheck Results
- NHB/NHFG Correspondence
- Updated USFWS IPaC Results
- USFWS Correspondence
- Section 106 Effect Memo
- USACE Secondary Impacts Checklist (Appendix B) and Supporting Narrative

- Wetland Delineation Report (including color photographs, USACE Wetland Determination Data Forms, and USACE Highway Methodology Wetlands Function-Value Evaluation Forms)
- Construction Sequence
- Wetland Impact Plans (prepared in accordance with Env-Wt 311.05 and stamped by a PE)
- Erosion Control Plans
- Abutter List and Abutter Notification Certified Mail Receipts
- Designated River Local Advisory Committee Certified Mail Receipt and Correspondence

Portions of the proposed project area are located within the Ashuelot River Designated River Corridor. Therefore, CONSULTANT will send one (1) hard copy of the application via Certified Mail to the Ashuelot River Local Advisory Committee (LAC) prior to submittal to NHDES. The certified mail receipt will be included in the application package.

Abutter notification is required pursuant to RSA 482-A:3, I(e)(1) and Env-Wt 306.06. CONSULTANT will generate a list of abutting property owners and mailing addresses and will send abutter notification letters via Certified Mail prior to submittal of the Standard Dredge and Fill Wetlands Permit Application submittal. This Scope of Services assumes up to 100 abutter notification letters will be sent via Certified Mail.

CONSULTANT will provide five (5) hard copies of the application to the Swanzey Town Clerk for signature and distribution. CONSULTANT will submit one (1) hard copy of final, fully signed application to NHDES for review. It is assumed that the USACE Section 404 requirements will be addressed through the NHDES permit application, and a separate application and/or submittal to the USACE will not be required under the current application and review procedures. It is assumed that the proposed project will be authorized under the existing Water Quality Certification issued for the 23 GPs included under the current NH GP (WQC #2022-404P-001), and an Individual Section 401 Water Quality Certification will not be required.

This Scope of Services assumes that NHDES will issue a Request for More Information (RFMI) during the application review process. CONSULTANT will review the RFMI, revise the permit application, and provide additional information or materials.

Based on the preliminary design completed as part of the Phase I EA project, it is assumed that the proposed project will not replace, rehabilitate, extend, or otherwise modify the existing culverts carrying an unnamed perennial stream under Runway 2.

Based on the NHDES rules cited below, it is assumed the fence crossing the back water to the Ashuelot River on the west side or Runway 2-20 is not a stream. It is assumed that the drainage channel on the east of the Airport is not a stream. The east side fence follows the edge of the channel and at locations is in the channel. Therefore, it is assumed that the NHDES Stream Crossing Rules (Env-Wt 900) and associated permit application materials pertaining to stream crossing structures will not be required.

This Scope of Services assumes that the wetlands and surface waters delineation completed by CONSULTANT under Phase I of this project in May 2024 are valid until May 2029 (five [5] years). No additional field delineation is included under this Scope of Services for Phase II of the project.

3.2 NHDES Shoreland Permit Application

Based on the RSA referenced provided, it is assumed that the proposed wildlife perimeter fence project will result in earth disturbance located within 250 feet of Wilson Pond, which is greater than 10 acres in

size and included on the NHDES Consolidated List of Water Bodies Subject to RSA 483-B, The Shoreland Water Quality Protection Act (SWQPA). Therefore, it is assumed that a Shoreland Permit will be required. It is assumed that the proposed fence is not located within 250 feet of the South Branch Ashuelot River or the Ashuelot River. It is assumed that the proposed fence project will not result in impacts within the Waterfront Buffer (within 50 feet of the Reference Line of Wilson Pond) and will not require tree counts. It is further assumed that total disturbance within the Protected Shoreland will not exceed 1,500 square feet, and the proposed fence will not result in a measurable increase in impervious area within the Protected Shoreland.

Pursuant to Env-Wq 1406.04 (d)(4), "construction or installation of a fence using hand tools" is not required to obtain a permit under RSA 483-B:5-b, I(a). Construction of the fence will be determined by the selected contractor's means and methods, however, for the purpose of this Scope of Services, it is assumed that construction of the fence will require mechanized tools and equipment that will not meet the exemption above.

Based on the information above, the proposed wildlife perimeter fence project is anticipated to qualify for a NHDES Shoreland Permit by Notification (PBN). CONSULTANT will prepare and submit a NHDES Shoreland PBN Permit Application including the following materials:

- Shoreland PBN Eligibility and Checklist
- Shoreland PBN Notification Form
- Project Narrative
- Shoreland Impact Plans
- Site Photographs

It is assumed that the associated application fee payment will be the responsibility of the SPONSOR. CONSULTANT will mail one (1) hard copy of the completed Shoreland PBN Application to NHDES.

3.3 NHDES Alteration of Terrain Permit by Rule:

Based on map reconnaissance there appear to be approximately six (6) locations that will require clearing and grubbing of the existing vegetation to clear a path of the proposed fence. The length of the clearing and grubbing in these areas is estimated to sum to 3,000 feet in length. At 15-foot width of disturbance results in about 45,000 square feet of disturbance.

Permit by Rule section Env-Wq 1503.3 (f)(1)a applies if the contiguous area disturbed is less than 50,000 square feet within a protected shoreland. Because the areas are not contiguous and anticipated to be less than 50,000 square feet, the Permit by Rule is assumed to apply to the project.

CONSULTANT will schedule up to one (1) meeting to coordinate with the NHDES Land Resources Management Division regarding the proposed project to review this assumption. It is assumed no Alteration of Terrain Permit is required. If an Alteration of Terrain permit is required, it will require a supplemental agreement to CONSULTANT's agreement.

3.4 Threatened/Endangered Species, Wildlife, and Fisheries Habitat:

CONSULTANT will request an updated New Hampshire Natural Heritage Bureau (NHB) DataCheck Results Letter. CONSULTANT will coordinate with NHB via email regarding potential impacts to plants and

exemplary natural communities. It is assumed that no formal botanical surveys will be required and impacts to plants and exemplary natural communities are not anticipated.

CONSULTANT will initiate formal consultation with New Hampshire Fish and Game (NHFG) pursuant to PART Fis 1004. The formal consultation application to NHFG will include the following application materials:

- Project Narrative
- NHB Data Check Results Letter
- USGS Location Map
- Aerial Map
- Existing Fisheries and Wildlife Resources Map
- Site Photographs
- Project Plans
- Wetland Delineation Report
- Wildlife Hazard Site Visit Report

The application package will be submitted to NHFG electronically. CONSULTANT will address NHFG questions, comments, and recommendations to the extent practicable. It is assumed that formal wildlife and/or fisheries surveys will not be required. CONSULTANT will coordinate with NHFG via email and up to two (2) virtual meetings to discuss the project and potential recommendations or conditions related to fish and wildlife, including state listed species. It is assumed that NHFG may request one (1) field visit to review the proposed project area for existing wildlife habitat and impacts. CONSULTANT will coordinate, schedule, and attend one on site field meeting with NHFG.

CONSULTANT will update the project using the United States Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPaC) webtool and generate an updated Official Species List. CONSULTANT will update the applicable Determination Key(s) in IPaC.

3.5 Section 106 Coordination:

CONSULTANT will review the additional archaeological point mitigation report and submit the report to the SPONSOR and NHDOT for review prior to submittal to the New Hampshire Division of Historical Resources (NHDHR). CONSULTANT will submit one (1) hard copy, and an electronic copy of the report will be submitted to NHDHR for review. CONSULTANT will address questions or comments on the report or the proposed project. The proposed project is not anticipated to result in an adverse effect on cultural and historic resources with the implementation of the point mitigation strategy.

3.6 Resource Agency & ConCOM Meetings:

CONSULTANT will attend up to three (3) NHDOT Natural Resource Agency Coordination Meetings to present the proposed project, impacts, and mitigation to the resource agencies and obtain input on resource concerns and proposed impacts. It is anticipated that two (2) CONSULTANT staff members will attend these meetings, and that CONSULTANT will provide the meeting minutes to NHDOT.

CONSULTANT will attend up to two (2) Town of Swanzey Conservation Commission meetings, if necessary, to present the proposed project and obtain input from the commission. It is assumed that

one (1) CONSULTANT staff member will attend the conservation commission meetings. It is assumed that the City of Keene Conservation Commission meetings will not be attended by CONSULTANT.

3.7 National Pollutant Discharge Elimination System (NPDES) Permit:

CONSULTANT will submit Notice of Intent to the US EPA for stormwater discharges, including stormwater runoff, associated with the construction activity per the requirements in the US EPA 2022 Construction General Permit. It is anticipated that the project will exceed the 1-acre land disturbance threshold required for the NPDES permit. Erosion and sediment control plans will be developed in Task 4.0. This section will include preparing a Stormwater Pollution Prevention Plan, submitting the Notice of Intent (NOI), and submitting the Notice of Termination (NOT). Submittals are made through the US EPA website and will require CONSULTANT to coordinate with SPONSOR and construction contractor for e-signatures of the NOI.

TASK 4.0 – DESIGN AND PREPARATION OF PLANS, SPECIFICATIONS, AND OPINION PROBABLE CONSTRUCTION COSTS

Design will include three (3) progressive submissions of design, design plans, specifications, and Opinion of Probably Construction Costs (OPCC). The three (3) progressive submissions will be as follows:

4.1 Semi-Final Design (60%)
4.2 Final Design (95%)
4.3 Bid Documents

4.1 Semi-Final Design (60%)

The following items of work will be accomplished by CONSULTANT on behalf of the SPONSOR under the category of Semi-Final Design:

A. Update the fence layout based on the field survey and location validation check conducted under Task 2.0.
B. Prepare a plan with Latitude, Longitude, and Elevation of the proposed fence. Prepare FAA Form 7460-1 for the fence and submit it through the FAA OE/AAA website.
C. Taxiway A East-Side Drainage Channel: See Attachment 1, Item 3 for the location of the information described in this paragraph. Based on aerial mapping contours approximately 500' of fence is located at the bottom of the toe of slope and/or a few feet into the channel. This task will prepare up to three (3) alternatives including the following: 1) fence post supported on precast concrete pilings; 2) investigating a location fence within the Taxiway Object Free Area (TOFA) but where the proposed fence is under the elevation of the TOFA; and 3) corrosion resistant fence and posts drilled into supporting soil layer. Neither widening of the channel nor hydraulic capacity analysis of the channel is included in the scope. This task includes developing cross sections of the channel, embankment and taxiway to determine elevations of the fence below the TOFA. This task also requires coordination with the Geotechnical subconsultant and CONSULTANT's structural engineer.

D. Runway 2 West-Side Headwall Crossing: See Attachment 1, Item 6 for the location of the information described in this paragraph. It is assumed that the existing headwall serving the discharge of the perennial stream on the west side of Runway 2 will remain. This task will prepare up to two (2) alternative layouts of the fence at this location. Those alternatives include 1) a new fence crossing on the slope behind the headwall; or 2) adhering the fence to the top of the existing concrete headwall. Consideration of keeping the fence under the Runway Object Free Area will be evaluated and detailed. This task includes developing cross sections of the headwall and embankment to determine elevations of the fence below the Runway Object Free Area. This task also requires coordination with the CONSULTANT structural engineer.

E. Runway 2 West-side Ashuelot River Backwater Wetland Crossing: See Attachment 1, Item 7 for the location. Prepare up to three (3) open water fence crossing alternative designs for approximately 100 feet of fence crossing the open water on the west side of Runway 2. Alternatives designs include the following: 1) fence post supported on precast concrete piling; 2) structural frame fence sections approximately 20' in length supported by pilings; and 3) corrosion resistant fence and posts drilled to supporting soil layer. A summary memorandum will be prepared. Each alternative will be described, pros/cons listed, cost estimates developed and a sketch plan with profile prepared. This task also requires coordination with the Geotechnical subconsultant and CONSULTANT structural engineer.

F. Refine fence alignment east of the T-Hangar apron: See Attachment 1, Item 2. This task will include providing SPONSOR up to two (2) alternative sketches depicting the fence location in relation to the wing tip clearance requirements provided in FAA Advisory Circular 150/5300-13B Airport Design with relation to the site topography.

G. Quantify area of vegetation clearing; temporary disturbances for construction site access with swamp mats, wood cribbing, access roads, and perimeter controls; and permanent disturbance such as fence posts and filling & excavating abrupt grade changes along the fence alignment. Filling & excavation estimates with required grading. It is assumed that up to ten (10) locations will require localized grading of 1,000 square feet or less.

H. Recommend the Best Management Practice (BMP) alternative(s) available for construction stormwater to comply with NH Department of Environmental Services *Volume 3 Erosion and Sediment Controls During Construction* and the USEPA Construction General Permit for construction-related temporary erosion and sedimentation requirements.

I. Prepare the following plans for the Semi-Final submission using the design specified above. The anticipated Semi-Final plan set is as follows:
   1. Cover sheet
   2. General Plan
   3. General Notes
   4. Construction Safety and Phasing Plan – Overall Plan
   5. Existing Conditions/Demolition/Erosion Control Best Management Practices (BMP) Plans (up to 7 sheets @ 1"=200')
   6. Layout Plan (up to 7 sheets @ 1"=200')
   7. Fence Details (up to 2 sheets)
   8. Miscellaneous Details (up to 2 sheets)

J. Prepare up to fifteen (15) draft technical specifications for the Semi-Final Design submission. Technical Specifications will be based upon FAA AC 150/5370-10H.

K. Prepare Quantity Take-Off (QTO) and Engineer's OPCC for the Semi-Final design. CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT's qualifications and experience. CONSULTANT makes no warranty expressed or implied as to the accuracy of such opinions as to bid or actual costs.
L. Conduct quality reviews of deliverables.
M. Submit the Semi-Final design to SPONSOR and NHDOT for review. This task is for the preparation, coordination, and packaging of the submission for delivery.
N. Prepare for and conduct up to one (1) stakeholder meeting at the Airport. One (1) CONSULTANT employee will attend. This task includes preparing a project presentation that describes the project goals, preliminary design and schedule.
O. Conduct up to one (1) virtual meeting with the FAA Technical Operations staff to review the fence location with respect to the FAA NAVAID/VISAID critical areas.
P. Schedule and attend a Review Meeting with SPONSOR and NHDOT to go over the review comments on the Semi-Final plans, specifications and cost estimate. The review meeting will be at the Airport and assumes two (2) CONSULTANT employees will attend. Document the meeting proceedings in a formal set of meeting notes.

4.2 Final Design (95%)

The following items of work will be accomplished by CONSULTANT on behalf of SPONSOR under the category of Final Design:

A. Update the horizontal geometric design based on comments received. This task includes computation for geometric layout points to be provided and presented in a tabular form on the plans.
B. Develop fence profiles in select areas with abrupt changes in grade and where high areas are to be excavated and low areas to be filled. It is assumed there will be up to six (6) profiles required.
C. Complete the design for temporary erosion and sedimentation control measures.
D. Review NHDES, USACE and EPA standard permit conditions and incorporate related notes and details into the project plans and specifications.
E. Prepare a CSPP narrative, in addition to the CSPP plan, in accordance with FAA criteria for construction on Airports. The narrative for the CSPP will rely upon the criteria contained in the latest version of FAA AC 150/5370-2, *Operational Safety on Airports During Construction,* and related current FAA Orders. CONSULTANT will review the final CSPP plans and narrative with SPONSOR and submit to the FAA and NHDOT via the FAA OE/AAA website.
F. Prepare an updated plan with Latitude, Longitude, and Elevation of the new fence based on any potential changes to the fence layout. Amend points from the previously submitted FAA Form 7460-1 for each and submit through the FAA OE/AAA website.
G. Prepare a plan with Latitude, Longitude, and Elevation of important construction points such as construction work areas, staging areas, stockpiles, haul routes, and crane (if applicable). Prepare FAA Form 7460-1 and submit through the FAA OE/AAA website.
H. Prepare the following plans for the Final Design submission. The anticipated plan set is as follows:
    1. Cover sheet
    2. Quantity sheet

3. General Plan
4. General Notes
5. Construction Safety & Phasing Plan with Notes & Details (Up to 8 sheets)
6. Existing Conditions/Demolition/Erosion Control Best Management Practices (BMP) Plan (up to 7 sheets @ 1"=200')
7. Erosion Control Details (up to 2 sheets)
8. Layout Plan (up to 7 sheets)
9. Profile Plan (up to 2 sheets)
10. Cross Section Plan (up to 4 sheets)
11. Fence Details (up to 2 sheets)
12. Misc. Details (up to 2 sheets)

I. Conduct one (1) virtual meeting with SPONSOR and SPONSOR procurement department to coordinate the bid specifications with the SPONSOR's bid requirements.
J. Prepare the front end (bidding, general and special provisions, and supplemental specifications) and submit to the SPONSOR for review.
K. Update the draft technical specifications as part of the Final Design submission.
L. Prepare a Final Design Quantity Take-Off (QTO) and an Engineer's OPCC. This task includes conducting an independent check of the QTO. CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT's qualifications and experience. CONSULTANT makes no warranty expressed or implied as to the accuracy of such opinions as to bid or actual costs.
M. Conduct quality reviews of deliverables.
N. Submit the final documents to SPONSOR and NHDOT for review. This task is for the preparation, coordination, and packaging of the submission for delivery.
O. Conduct up to one (1) stakeholder meeting at the Airport. One (1) CONSULTANT employee will attend. This task includes preparing a project presentation that describes the project goals, final design and schedule.
P. Schedule and attend up to one (1) virtual review meeting with SPONSOR and NHDOT to go over review comments.

4.3 Bid Documents

The following items of work will be accomplished by CONSULTANT on behalf of SPONSOR under the category of Bid Documents:

A. Make required edits to the Final Design plans, specifications, and Engineer's OPCC based on SPONSOR and NHDOT comments received.
B. Develop a Design Report summarizing the following:
    - Project Design Criteria
    - Project Design Assumptions
    - Project Design Constraints
    - Site Investigations
    - Project Limits

- Project Coordination efforts
- Permitting Requirements
- Construction Safety and Phasing Plan
- FAA Specification Changes

C. Submit the Bid Documents including the plans, OPCC and Design Report to NHDOT and SPONSOR.

TASK 5.0 – BIDDING

The following items of work will be accomplished by CONSULTANT on behalf of SPONSOR under the category of Bidding:

5.1 Provide up to three (3) 11x17 plan sets and specifications to SPONSOR for distribution to City of Keene procurement.

5.2 Prepare for, attend, and assist in a pre-bid meeting and project walk-through. CONSULTANT will discuss specific project requirements with prospective bidders at the meeting. This task considers up to one (1) CONSULTANT attend an on-site meeting at the Airport. Prepare meeting minutes and distribute them to SPONSOR.

5.3 Provide responses to questions received from potential bidders through SPONSOR. Prepare up to two (2) addenda noting changes in the project scope during bidding and addressing specific contractor questions that are submitted in writing to the SPONSOR.

5.4 Perform a review of bids received from SPONSOR, prepare a tabulation of the bid values, evaluate bidders' information for completeness, contact references for the lowest bidder if needed, and provide a bid review letter to SPONSOR.

5.5 Prepare post-bid conformed contract documents, specifications, and plans that include addenda issued.

C. PROJECT SCHEDULE

The anticipated schedule is as follows:

	Calendar Days from NTP
Phase II NTP	0
Archeology Complete	60
Survey Complete	90
Geotechnical Complete	120
Preliminary Design	150
Final Design	180
Environmental Permits Submitted	180
Environmental Permits Received (assume 6 months)	360
Bidding Complete	390
Phase III Grant Application	410

D. ASSUMPTIONS

1. Conditions of the anticipated FONSI are not available as of the preparation of this scope and related fee estimate. FONSI conditions that require work not described in the scope of work will be added by supplemental agreement to CONSULTANT's contract.

2. Archeology, survey and geotechnical subconsultant's work is dependent on weather and ground conditions. Delays due to weather and ground conditions may impact on the schedule above.

3. CONSULTANT scope of work assumes the Environmental Assessment's preferred alignment shown in Attachment 1. Any deviations from the preferred alignment that cause an increase in CONSULTANT scope of work will be added by supplemental agreement to CONSULTANT's contract.

4. NHDES permit in-lieu fee payment are not included. In-lieu fee would be paid by SPONSOR.

5. NHDES Alteration of Terrain permit application is not included. Assumes NHDES Alteration of Terrain General Permit by Rule section 1503.03(f) applies.

6. If the project bid is publicly advertised in newspapers or other sources, SPONSOR will pay the advertising fee.

7. SPONSOR will be responsible for permit application fees required under this project.

8. No buried fence skirt will be included in the project due to added fence costs as discussed at the 1.24.25 scoping meeting.

9. Review or permitting of off-site or on-site non-permitted disposal area(s) is not included.

10. Wetlands and surface waters delineation was conducted as part of the Phase I Environmental Assessment project. No additional surveys are included.

11. SPONSOR will provide sufficient existing Record Drawing information to adequately show existing drainage and existing underground electrical and other utilities. SPONSOR will assist with the location of utilities. No underground utility locating services are included by CONSULTANT. SPONSOR will be responsible for providing locations for underground utility crossings as stated at the 1.24.25 scoping meeting.

12. No new impervious surfaces, or changes to grading and stormwater runoff will result from the project. No hydrologic or hydraulic analysis, nor design of permanent stormwater treatment are included.

13. Unless otherwise stated, all submittals are in electronic format to include Word, Excel, AutoCAD and/or PDF.

14. Construction Administration and Resident Project Representative (Engineering) are not included.

E. ATTACHMENTS

- *Attachment 1 – Wildlife Perimeter Fence (Drawing GP-01)*
- *Attachment 2* – Scope of Work - Monadnock Archaeological Consulting, LLC (Archeology)
- *Attachment 3* – Scope of Work - GM2 Associates, Inc. (Survey)
- *Attachment 4* – Scope of Work - John Turner Consulting, Inc. (Geotechnical)

ATTACHMENT 2 - ARCHEOLOGICAL SCOPE OF SERVICE

Keene Dillant-Hopkins Airport (EEN)
Phase II – Final Design, Permit, Bid Phase Services
for Wildlife Perimeter Fence
Swanzey, New Hampshire

SUBCONSULTANT scope of services includes the archaeological point mitigation for revised fencepost locations in site 27CH270, part of the proposed Dillant-Hopkins Airport fencing project in Keene, New Hampshire.

SUBCONSULTANT will follow guidelines established for archaeological surveys by the New Hampshire Division of Historical Resources (NHDHR). Tasks will include excavation of twelve (12) shovel test pits near the intersection of the proposed fence and Old Homestead Highway.

All test pits will be 50 cm square and excavated by 10cm level within natural soil strata. All soils will be screened through ¼" mesh screen, and test pits will be backfilled upon completion. Any artifacts recovered will be cleaned, cataloged, analyzed, and prepared for curation. An amended NHDHR archaeological inventory form will be completed for site 27CH270 reflecting the results of this additional investigation, and any necessary revisions and additions will be made to the original report based on the results of this testing.

During this archaeological investigation, should artifacts be recovered, they will be collected and transported to an archaeological laboratory for processing and analysis. However, the artifacts will remain the property of the OWNER. At the conclusion of the investigation, which typically includes field work, artifact analysis, reporting, and agency review and approval, the artifacts will be appropriately packaged and returned to the OWNER unless the OWNER chooses to donate the artifacts to the State of New Hampshire. If the OWNER chooses to donate the artifacts, the SUBCONSULTANT will submit the artifacts to the State's curation facility along with documentation of the transfer of ownership. Any fees charged for placing the artifacts in the State's curation facility are not included in this proposal.

ATTACHMENT 3 - SURVEY SCOPE OF SERVICE

Keene Dillant-Hopkins Airport (EEN)
Phase II – Final Design, Permit, Bid Phase Services
for Wildlife Perimeter Fence
Swanzey, New Hampshire

Below is a description of the design survey services by the survey SUBCONSULTANT. The scope of work limits of work are shown in the attached *Exhibit A*.

SCOPE OF WORK AND CLARIFICATIONS

Item 1 – Field Layout of Proposed Fence

Deleted from the scope as cost savings measure. 4-4-25.

Item 2 – Topographic Ground Survey

1. The areas of topographic ground survey are shown on the attached figures entitled *Exhibit A*.
2. The Scope of Work details are described in the attached *Exhibit B, Scope of Services*, for the topographic ground survey areas shown in *Exhibit A*.
3. Spot elevations shall be taken on a 25-foot grid on asphalt pavement and on a 50-foot grid on turf within the limits described on the attached sketch, at each edge of pavement, surface material type change, breaks in grade, and high and low points.
4. As applicable, locations of all known utilities within the marked survey area (underground and above grade) shall be marked and identified, including size from measurement or record information. Coordinate with the OWNER to identify the utilities. Utility structures shall be given with top cover/rim/grate elevations and invert elevations, as applicable. Waterlines, sewer lines, gas lines, electrical lines, and data lines shall be traced to the next junction or appurtenance upstream and downstream outside the project limits.
5. As applicable, drainage structures (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections), sump elevations, inside pipe

diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.

6. As applicable, all surface airfield electrical items shall be located (including FAA NAVIAIDs). Where items rest on concrete bases, the corners of the concrete base shall be located. Circular bases shall have at least four points identified as well as the center of the structure. The corners of signs located on concrete bases shall be identified. Where a lip occurs from the top of the base to existing grade, a shot of existing grade shall also be provided.
7. Building corners shall be located and dimensional limits shall be determined.
8. Pavement markings shall be located within the limits shown on the attached *Exhibit A* sketch. SUBCONSULTANT shall confirm that the Taxiway A centerline marking is in the center of the existing taxiway with spot checks every 200' along the centerline marking. The taxiway centerline confirmation shall be coordinated with MJ. The centerline markings in the T-Hangar area shown in *Exhibit A* shall be included.
9. Spot elevations shall be taken along the runway centerlines as shown on the attached *Exhibit A*. Data shall be provided to the CONSULTANT that is sufficient to create a runway centerline profile in the area shown in *Exhibit A*.
10. Runway end points identified in the field with mag nails shall be located at both ends of Runway 2-20 and Runway 14-32, including the at the displaced threshold on the Runway 32 End. The latitude, longitude, and elevation of these point shall be recorded.
11. See *Exhibit B, Scope of Services* for more specific survey requirements.

Item 3 – Airport Property Line Location Survey

1. SUBCONSULTANT shall review land records available to gather any necessary record information pertaining to the existing property line.
2. SUBCONULTANT shall locate the Airport property line to the limits shown on the attached sketch in *Exhibit A* based on the available record information and field conditions.
3. SUBCONSULTANT shall provide the linework for the Airport property line in the digital drawing File 1 mentioned under the deliverables outlined below.

ATTACHMENT 3 CONTINUED - SURVEY SCOPE OF SERVICES
EXHIBIT B - SCOPE OF SERVICES

Design Survey and Mapping

☒ **SECTION 1 – GENERAL REQUIREMENTS**

SURVEYOR shall perform complete survey within the following limits:

☒ as shown on the attached figures entitled– "Exhibit A – Approximate Survey Limits"
☐ as described below:

A. Protection of Property

Refer to Exhibit D1 - Acknowledgement

B. Site Access and Movement Control

Refer to Exhibit D1 – Acknowledgement & D2 - Sketch

C. Work Schedule

The SUBCONSULTANT's field work is to be scheduled per the arrangement checked below:

☒ The ENGINEER shall be responsible for coordinating SUBCONSULTANT'S schedule of work with the OWNER and notifying SUBCONSULTANT. The SUBCONSULTANT shall contact the following person representing the ENGINEER to coordinate SUBCONSULTANT'S schedule of work:

John Gorham, jgorham@mjinc.com

☐ The OWNER or ENGINEER has secured permission from the present property owner(s) for entry to the property, subject to the following conditions:

The SUBCONSULTANT shall notify ENGINEER of its proposed work schedule dates at least __ business days in advance of SUBCONSULTANT'S start date of work.

D. **Units of Measure**

The units of measure for this project shall be English.

E. **Survey Control**

Horizontal Control shall be based upon:

- ☒ North American Datum (NAD 83)
- ☒ Primary Airport Control Station (PACS)
- ☒ Secondary Airport Control Station (SACS)

- ☐ Other

- Error of horizontal closure Not To Exceed:

- ☒ 1/5,000
- ☐ Other –as specified below:

Vertical Control shall be based upon:

- ☒ National Geodetic Vertical Datum (NGVD) 1988
- ☐ Other – _____

- Error of vertical closure Not To Exceed:

- ☒ (0.05') Miles $^{1/2}$
- ☐ Other –as specified below:

☒ **SECTION 2 – TOPOGRAPHICAL SURVEY**

SURVEYOR shall perform complete topographic survey, including locating all natural and man-made features within the limits described in Section 1.

Requirements for utility locating:

- ☐ State one-call notification system

- ☒ Locate utility pole and guy wires and identify operating authority and identification numbers of each

- ☒ Provide location and size of water and gas mains, central steam and other utilities serving or on the property

- ☒ Provide location, size, depth, pipe material type, and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving or on property, and location of catch basins and manholes with top of grate and invert elevations of each.

Requirements for Topographical Survey:

Spot Elevations:

- ☒ Spot elevations at a 50 ft grid interval on all turf areas
- ☒ Spot elevations at 25 ft foot intervals on all pavement areas
- ☒ Spot elevations at all changes in grade, high and low points

- ☒ Lakes, Rivers, Streams or watercourses
- ☒ Building floor elevations and at all corners
- ☐ Building floor elevations and at all doors
- ☐ Building floor elevations and at all changes in floor elevation
- ☐ Building roof elevations on all flat roofs and at all roof peaks and edges

Horizontal location and description of miscellaneous features:

- ☒ Pavement markings
- ☒ Drainage features
- ☐ Airfield lighting and signage
- ☒ Underground cable or duct markers
- ☐ FAA ILS or Navaid checkpoint markers
- ☒ Individual Trees
- ☒ Brush lines
- ☒ Tree lines
- ☐ NOAA Weather Station

Wetlands Survey:

- ☐ Assume _____ ft of wetland boundary survey
- ☐ Assume ___ crew days for wetland boundary survey

Temporary Construction Horizontal and Vertical control

- ☒ Establish a minimum of 8 horizontal control monument(s) within project work area
- ☒ Establish a minimum of 10 vertical benchmark(s) within project work area

☒ **SECTION 2A**

Portions of the airport perimeter fence are in close proximity to the Airport property boundary. The project is seeking the accurate location of the property line near the project limits.

The Airport property boundary is defined in the Airport's property map. However, the accuracy of the boundary is not confirmed.

MJ requested that the SURVEYOR provide portions of the property boundary indicated in *Exhibit A* georeferenced in AutoCAD to provide an accurate property boundary location in the locations requested.

Other Requirements: As described in Item 1 in the cover letter, the proposed alignment shall be laid out in the field by the SURVEYOR prior to perform the other work described in this scope. The alignment of the proposed fence shall be laid out in the field with grade stakes (or similar) at every point where the alignment changes direction, and not more than 300' apart on straight sections. Following the field layout, MJ will

perform a site walk with the Owner and confirm the proposed fence alignment. The SURVEYOR will be notified when the site work is complete and the remaining field work may begin.

☒ SECTION 3 – SUPPLEMENT SURVEY REQUIREMENTS

SURVEYOR shall perform complete supplemental survey services, as requested by the ENGINEER, as needed to provide additional topographic and planimetric data. For the purposes of this quote, the SURVEYOR shall assume up to two (2) additional field days of survey, and the associated office work as required.

☒ SECTION 4 – DELIVERABLES

A. Deliverable Requirements

☐ Hardcopy Drawing(s):

Drawing sheets shall be at a scale of 1" = 40 ft - A graphic scale and north arrow shall be included on the plan.
The topographic mapping scale for this project is 1" = 40 ft horizontal, with a 0.5 ft contour interval.

The following information shall be shown, in addition to all planimetric features:

- Coordinate grid system
- Location of horizontal control monuments used or established
- Location / Description of benchmarks used or established
- Land Surveyor stamp – licensed in state in which work is being performed
- Other:

☒ Miscellaneous:

☐ Copies of Field books
☒ Sketches with tie dimensions for all horizontal control points and benchmarks
☐ Horizontal and Vertical Control traverse closure reports

☒ Electronic Files

☒ Separate AutoCAD files containing:

- All planimetrics
- Breaklines, spot elevations, & contours
- Supporting files as listed below:

☒ The ground surface in an .xml file

☐ Font resource file

☐ block drawing files (AutoCAD)

CADD Layer/Level Designations shall be:

- ☒ Engineer supplied drawing template with CADD Layer/Level Designations
- ☐ As listed on MJ survey layer attached by ENGINEER
- ☐ Other standards –as specified below:

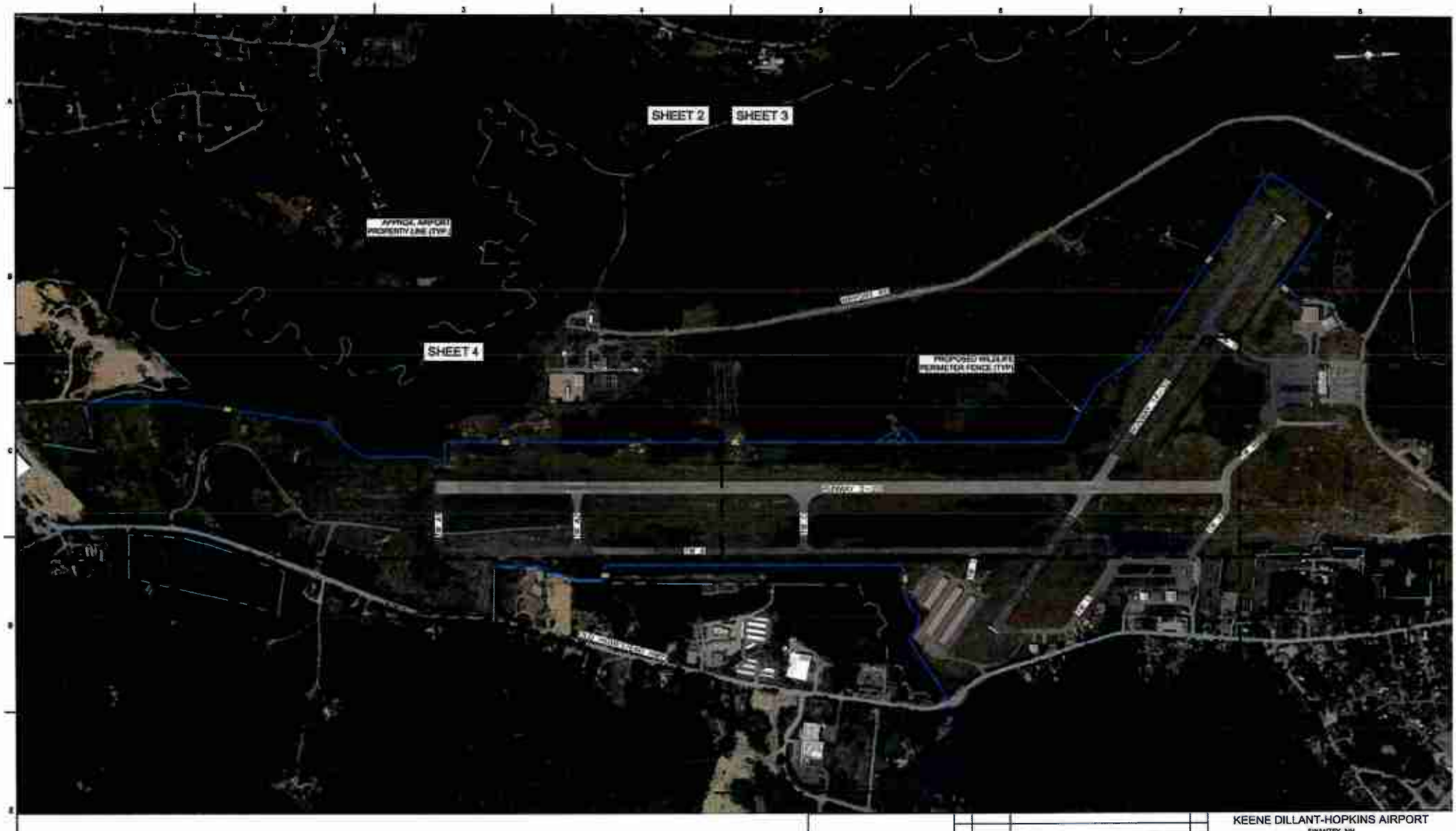
☒ Separate ASCII files of survey information in the following format:

Point #/Northing/Easting/Elevation/Point Description

- ☒ Surface-spot shots
- ☒ Surface-breakline shots
- ☐ Subsurface shots
- ☒ Stream cross sections

☒ SECTION 5 – PAYMENT

It is MJ's policy that payment to subconsultants will be made only after payment is received by MJ for services rendered. MJ makes reasonable efforts to pay subconsultants within thirty (30) days of payment from the client.



LEGEND:

APPROXIMATE AIRPORT PROPERTY LINE

PROPOSED PERIMETER FENCE

0 350 700 1,050 FT

SCALE

REV	DATE	DESCRIPTION	BY

McFarland Johnson

53 REGIONAL DRIVE
CONCORD, NEW HAMPSHIRE 03301

KEENE DILLANT-HOPKINS AIRPORT

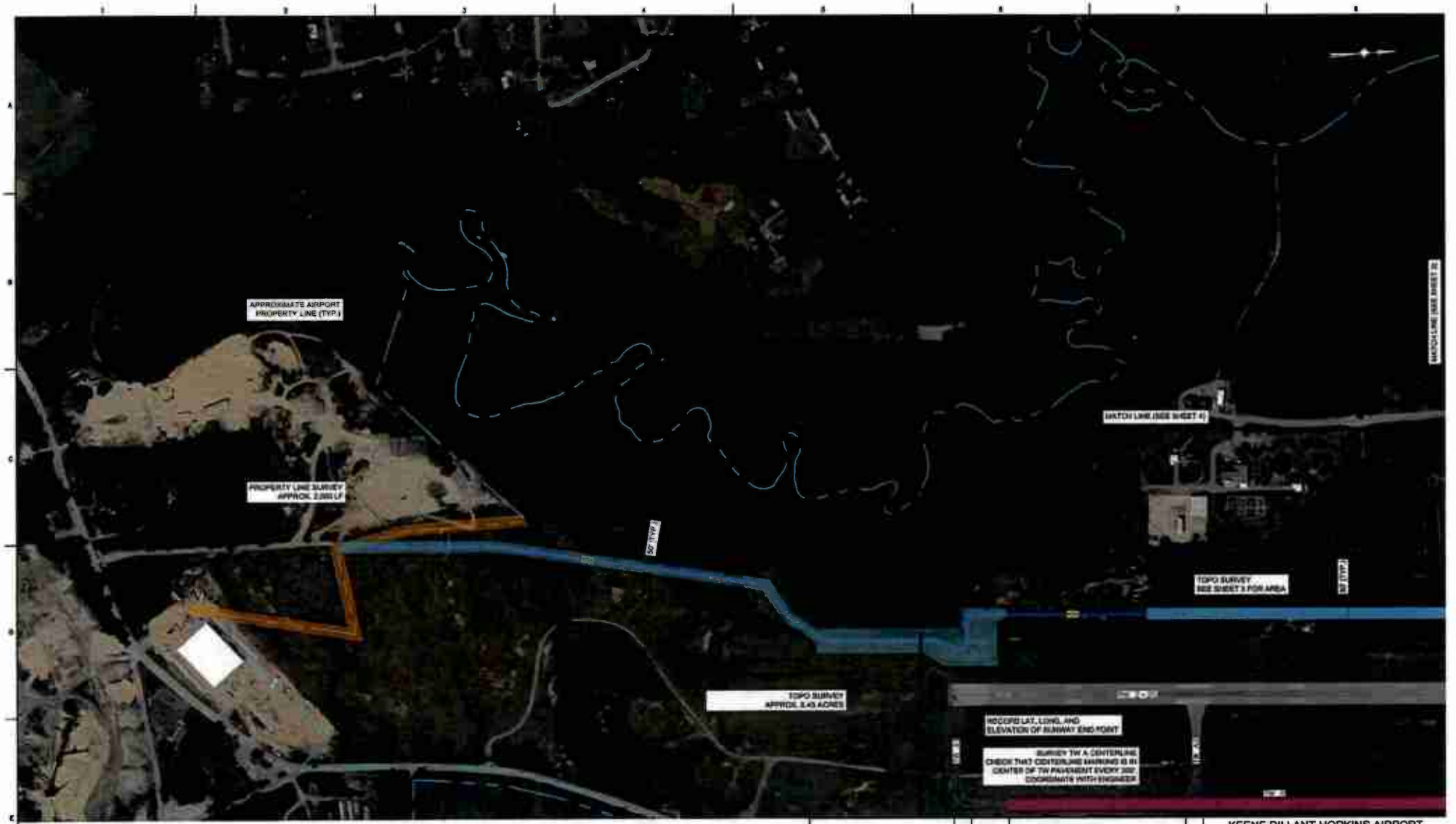
SWANZEY, NH

PERIMETER FENCE PHASE II

EXHIBIT A

APPROXIMATE SURVEY LIMITS

SCALE: 1" = 350'	DESIGN:	1	
DRAWN:	PROJECT:	1 OF 4	
CHECKED:	DATE: MAR 2025		



LEGEND

APPROXIMATE AIRPORT PROPERTY LINE

PROPOSED PERIMETER FENCE

0 200 400 800 FT

SCALE

REV	DATE	DESCRIPTION	BY

McFarland Johnson

53 REGIONAL DRIVE

CONCORD, NEW HAMPSHIRE 03301

KEENE DILLANT-HOPKINS AIRPORT

SWANZEY, NH

PERIMETER FENCE PHASE II

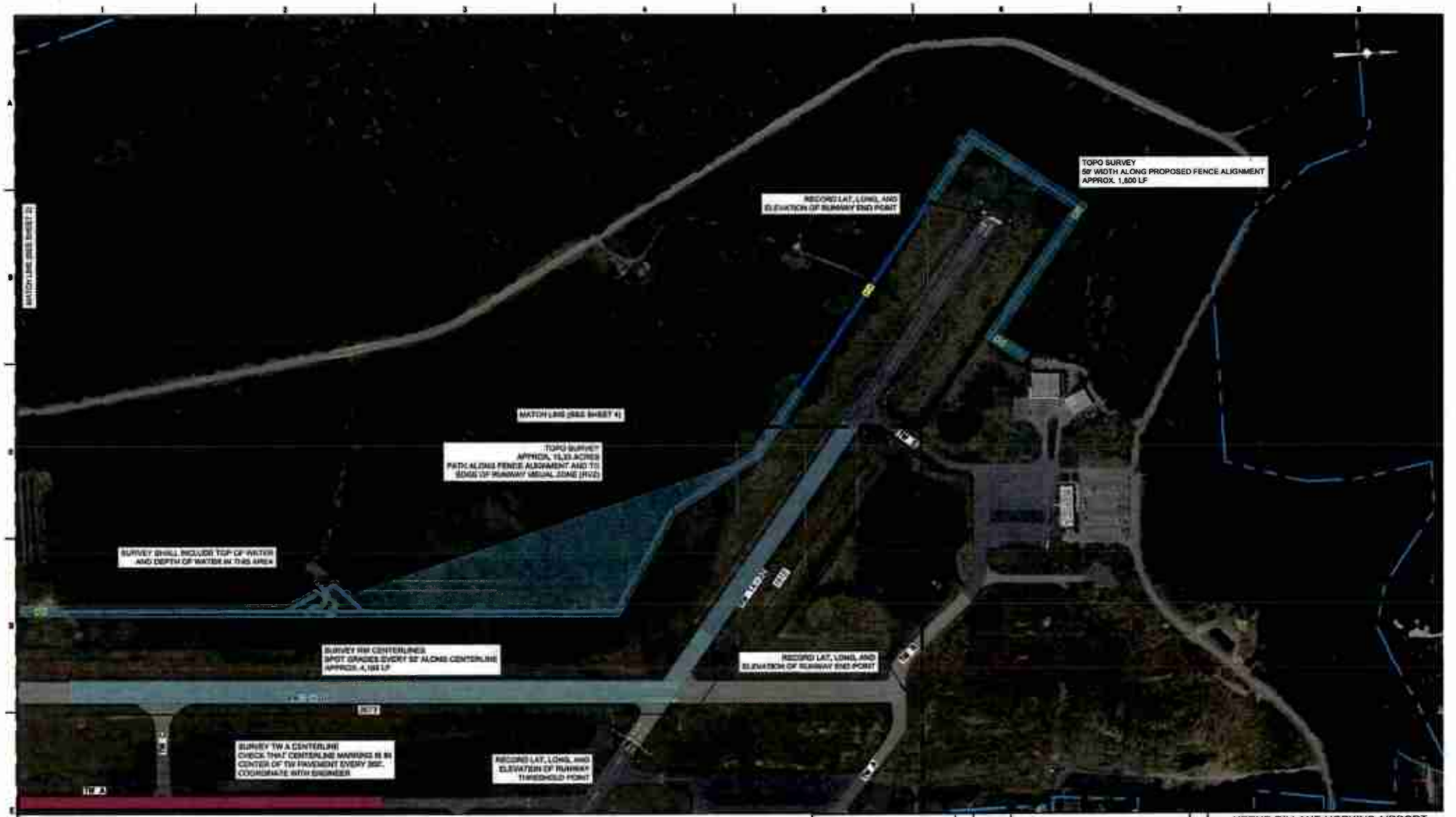
EXHIBIT A

APPROXIMATE SURVEY LIMITS

SCALE:	1" = 350'	DESIGN:	
DRAWN:		PROJECT:	
CHECKED:		DATE:	MAR. 2025

2

2 OF 4



LEGEND:

APPROXIMATE AIRPORT PROPERTY LINE

PROPOSED PERIMETER FENCE

0 200 400 600 FT

SCALE

REV	DATE	DESCRIPTION	BY

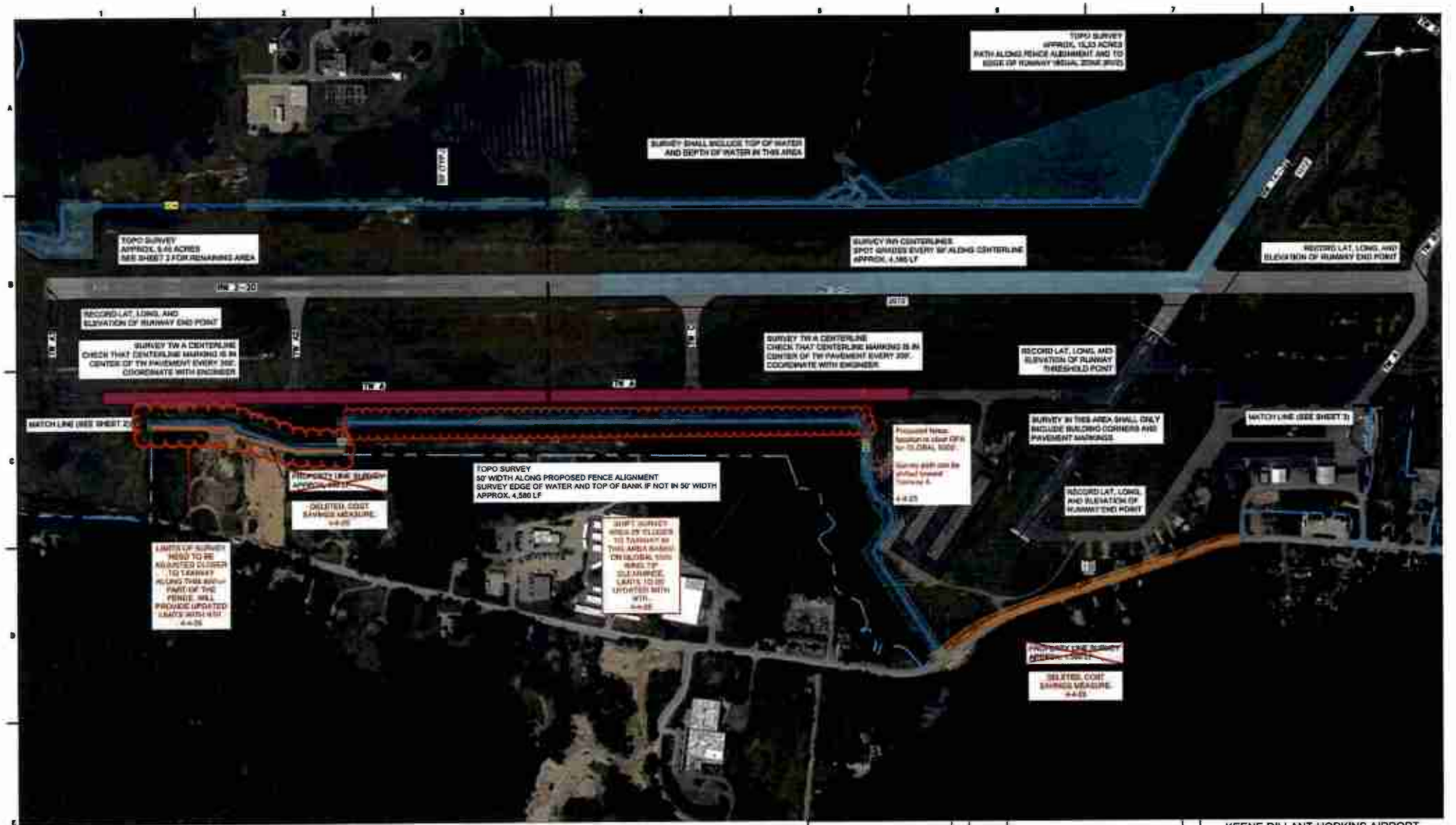
McFarland Johnson

53 REGIONAL DRIVE
CONCORD, NEW HAMPSHIRE 03301

KEENE DILLANT-HOPKINS AIRPORT
SWANZEY, NH
PERIMETER FENCE PHASE II

EXHIBIT A
APPROXIMATE SURVEY LIMITS

SCALE:	1" = 350'	DESIGN:	3
DRAWN:		PROJECT:	
CHECKED:		DATE: MAR. 2025	3 OF 4



LEGEND

- APPROXIMATE AIRPORT PROPERTY LINE
- PROPOSED PERIMETER FENCE
- PROPOSED GATE

0 200 400 800 FT
SCALE

REV	DATE	DESCRIPTION	BY

McFarland Johnson
53 REGIONAL DRIVE
CONCORD, NEW HAMPSHIRE 03301

KEENE DILLANT-HOPKINS AIRPORT
[redacted], NH
PERIMETER FENCE PHASE II

EXHIBIT A
APPROXIMATE SURVEY LIMITS

SCALE:	1" = 350'	DESIGN:	4
DRAWN:		PROJECT:	
CHECKED:		DATE: MAR. 2025	4 OF 4

ATTACHMENT 4 - GEOTECHNICAL SCOPE OF SERVICE

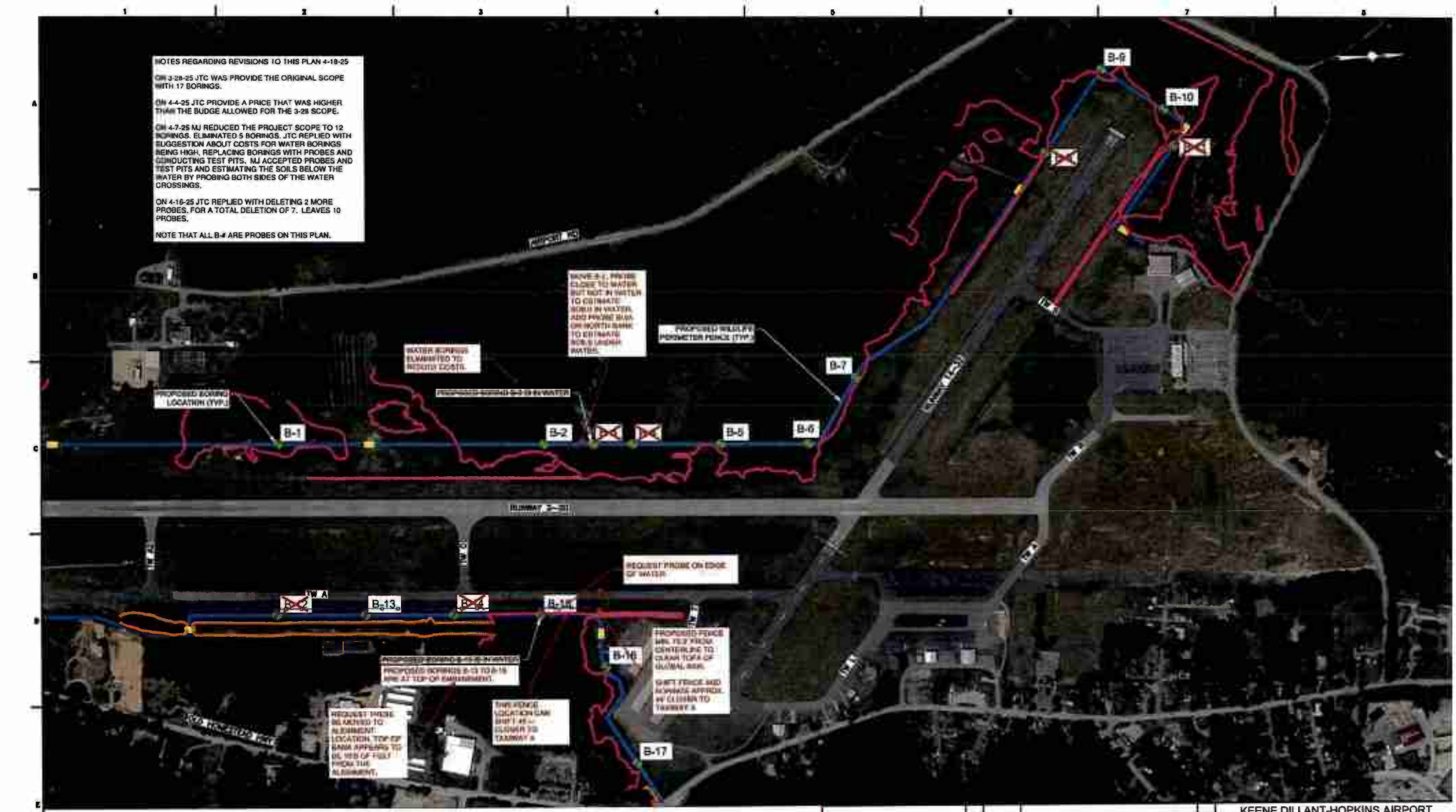
Keene Dillant-Hopkins Airport (EEN)
Phase II – Final Design, Permit, Bid Phase Services
for Wildlife Perimeter Fence
Swanzey, New Hampshire

The locations of the geotechnical work required for this project are shown on the attached *Exhibit A – Approximate Geotechnical Test Locations*. The scope of work has been revised per the notes on the attached *Exhibit A*. Listed below is a description of the geotechnical work required from your firm (SUBCONSULTANT):

Item 1

1. All work in wetland areas shall meet the conditions stated in *New Hampshire Code of Administrative Rules, Chapter Env-Wt 300 Permits and Other Authorizations; Conditions Applicable to All Work in Jurisdictional Areas, Part Env-Wt 307 Conditions Applicable to All Activities in Jurisdictional Areas.*
2. Perform soil probes at the locations shown on the attached *Exhibit A*. Sample to a minimum depth of five feet (5') into soil material that can support a 10-foot fence. In areas that have unsuitable materials at the surface, the project is considering driving long steel posts, 2.375" diameter, connected by couplings to reach into the soil material that can support the fence. If required, a concrete foundation can be added to the bottom of the post for stability. Also provide the depth to any water table, if applicable. If unforeseen conditions occur where peat, or other non-bearing soil, is encountered, borings shall be continued to five feet (5') beyond the limits of peat or non-bearing soil. If ledge is encountered, confirm the top of ledge by method selected by SUBCONSULTANT.
3. Equipment to access sampling locations in the wetlands should be considered by the SUBCONSULTANT.
4. If applicable, recover samples and place them in suitable containers. All containers shall be marked with sample number, depth, groundwater and other descriptive data.
5. Backfill and compact all holes caused by with sand, or other suitable fill material, and covered with salvaged topsoil material. All drill cuttings shall be removed out of any wetland area unless used to backfill bore holes.
6. Using the information obtained from the sampling, the SUBCONSULTANT is to provide a recommended installation depth and foundation design (i.e., fence post only or fence post foundation) for fence posts.
7. Locate all samples within approximately ten feet (10') of the location shown on the attached *Exhibit A* with the CONSULTANT. Test locations may change in the field at the discretion of the CONSULTANT, especially due to field conditions and proximity to existing underground utilities or structures.
8. Anticipate performing underground survey investigations to verify the clearance of test locations prior to performing the field testing. SUBCONSULTANT shall notify DIG SAFE in accordance law.
9. Provide an electronic (PDF) copy of a geotechnical report containing the results of all investigations, including the recommended installation depths for fence posts.

10. All electronic files shall be supplied via email, thumb drive, or FTP site.
11. Include a unit cost for each sampling item, in the event that additional field work is required during the SUBCONSULTANT's original mobilization, additional work can be added to the scope of work.



LEGEND:

NOTES:
1. QUANTITIES: 17 BORINGS.
2. ALL WORK IN WETLAND AREAS SHALL MEET THE CONDITIONS STATED IN NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES, CHAPTER ENV-WT 300 PERMITS AND OTHER AUTHORIZATIONS, CONDITIONS APPLICABLE TO ALL WORK IN JURISDICTIONAL AREAS, PART ENV-WT 307 CONDITIONS APPLICABLE TO ALL ACTIVITIES IN JURISDICTIONAL AREAS.

REV	DATE	DESCRIPTION	BY

McFarland Johnson
53 REGIONAL DRIVE
CONCORD, NEW HAMPSHIRE 03301

KEENE DILLANT-HOPKINS AIRPORT
SWANZEY, NH
PERIMETER FENCE PHASE II

EXHIBIT A
APPROX. GEOTECH TESTING LOCATIONS

SCALE: 1" = 300'	DESIGN:	1
DRAWN:	PROJECT:	
CHECKED:	DATE: MAR. 2025	1 OF 1

Attachment B: Consultant's Fee Proposal
McFarland Johnson, Inc.

Apr-25

City of Keene
Keene Dillant-Hopkins Airport
Project Number 18956.XX
Wildlife Perimeter Fence - Phase II

Task and Description	Payment Terms	Hours	Fee
Task 1 - Project Administration/Management	Lump Sum	191	$ 35,000.00
Task 2 - Data Collection	Actual Cost	79	$ 83,210.00
Task 3 - Environmental Documentation Review & Permitting	Lump Sum	381	$ 68,430.00
Task 4 - Design & Preparation of Plans, Specifications, and Opinion of Probable Construction Costs	Lump Sum	820	$ 137,370.00
Task 5 - Bidding	Lump Sum	81	$ 12,470.00
	TOTAL	**1552**	**$ 336,480.00**

Breakdown

Subconsultants		
Archeological (Monadnock Archaelogical)	$	3,986.00
Survey (GM2)	$	37,613.00
Geotechnical (John Turner)	$	29,000.00
Expenses	$	2,502.54
MJ	$	263,378.46
Breakdown Total	$	336,480.00

Attachment B: Consultant's Fee Proposal Apr-25
McFarland Johnson, Inc.

City of Keene
Keene Dillant-Hopkins Airport
Project Number 18956.XX
Wildlife Perimeter Fence - Phase II

Sub Task	Task 1 - Project Administration/Management	Senior Project Manager	Senior Project Planner/Engineer	Project Planner/Engineer	Assistant Planner/Engineer	Senior Technicial	Administration/ Grant Admin	Hours
1.1	Scope Development	4		4				8
1.2	Subconsultant Solicitation	2			18			20
1.3	Scope & Fee Task Order Preparation	8	2	16				26
1.4	IFE Coordination	2					2	4
1.5	Scope & Fee Negotiation	4					2	6
1.6	Prepare Project Contract	2					4	6
1.7	Grant Administration	4			8		36	48
1.8	Sponsor Project Coordination	12		12				24
1.9	Team Project Coordination	10		5	10			25
1.10	Invoicing	6					10	16
1.11	DBE Annual Reporting				8			8
	Total Hours	64	2	37	44	0	54	**191**
	Hourly Rate	$ 87.50	$ 66.00	$ 60.00	$ 42.50	$ 38.00	$ 36.30	
	Direct Labor Cost	$ 4,725.00	$ 132.00	$ 2,220.00	$ 1,870.00	$ -	$ 1,960.20	

Expenses

Meals	$	-
Hotel	$	-
Mileage	$	-
Transportation Cost (Tolls/Parking)	$	-
Postage/Copies	$	4.25
Total Expenses	**$**	**4.25**

Outside Services

None	$	-
Total Outside Services	**$**	**-**

TOTAL HOURS			191
TOTAL DIRECT LABOR COST		$	10,907.20
OVERHEAD @	179.00%	$	19,523.89
TOTAL LABOR COST		$	30,431.09
FEE @	15%	$	4,564.66
SUBTOTAL		$	34,995.75
TOTAL EXPENSES		$	4.25
TOTAL OUTSIDE SERVICES		$	-
TOTAL TASK		$	35,000.00
LUMP SUM		**$**	**35,000.00**

Attachment B: Consultant's Fee Proposal
McFarland Johnsen, Inc.

Apr-26

City of Keene
Keene Dillant-Hopkins Airport
Project Number 18956.XX
Wildlife Perimeter Fence - Phase II

Sub Task	Task 2 - Data Collection	Senior Project Manager	Senior Project Planner/Engineer	Project Planner/Engineer	Assistant Planner/Engineer	Senior Technicial	Administration/ Grant Admin	Hours
2.1	Archaeological	2	4					6
2.2	Survey	2	4		12	16		34
2.3	Geotechnical	2	4		8	16		30
2.4	Fence Location Validation	1			8			9
	Total Hours	7	12	0	28	32	0	**79**
	Hourly Rate	$ 67.50	$ 66.00	$ 60.00	$ 42.50	$ 38.00	$ 36.30	
	Direct Labor Cost	$ 512.50	$ 792.00	$ -	$ 1,190.00	$ 1,216.00	$ -	

Expenses

Trips: Para. 2.2 (1 trip); 2.3 (2 trip); 2.4 (1 trip)	4 Trips	
Meals	$	-
Hotel	$	-
Mileage (Concord to EEN & Return - 130 miles)	$	364.00
Transportation Cost (Tolls/Parking)	$	-
Postage/Copies	$	21.00
Total Expenses	**$**	**385.00**

Outside Services

Archeological (Monadnock Archaelogical)	$	3,986.00
Survey (GM2)	$	37,613.00
Geotechnical (John Turner)	$	29,000.00
Total Outside Services	**$**	**70,599.00**

TOTAL HOURS			79
TOTAL DIRECT LABOR COST		$	3,810.50
OVERHEAD @	179.00%	$	6,820.80
TOTAL LABOR COST		$	10,631.30
FEE @	15%	$	1,594.70
SUBTOTAL		$	12,226.00
TOTAL EXPENSES		$	385.00
TOTAL OUTSIDE SERVICES		$	70,599.00
TOTAL TASK		$	83,210.00
LUMP SUM		$	83,210.00

Attachment B: Consultant's Fee Proposal Apr-25
McFarland Johnson, Inc.

City of Keene
Keene Dillant-Hopkins Airport
Project Number 18956.XX
Wildlife Perimeter Fence - Phase II

Sub Task	Task 3 - Environmental Documentation Review & Permitting	Senior Project Manager	Senior Project Planner/Engineer	Project Planner/Engineer	Assistant Planner/Engineer	Senior Technician	Administration/ Grant Admin	Hours
3.1	NHDES Standard Dredge & Fill Wetlands Permit Application	1	6	50	38	16	6	115
3.2	NHDES Shoreland Permit Application		4	32	12	16	2	66
3.3	NHDES Alteration of Terrain Permit by Rule	1	1	4	2	2		10
3.4	Threatened/Encangered Species, Wildlife, and Fisheries Habitat	1	6	52	20	4		83
3.5	Section 106 Coordination		2	4	2			8
3.6	Meetings	3	3	54	4			64
3.7	USEPA NPDES Permit	1	2	20	12			35
	Total Hours	7	24	216	88	38	8	**381**
	Hourly Rate	$ 87.50	$ 66.00	$ 60.00	$ 42.50	$ 49.59	$ 36.30	
	Direct Labor Cost	$ 612.50	$ 1,584.00	$ 12,960.00	$ 3,740.00	$ 1,856.42	$ 290.40	

Expenses

Trips: Para. 3.6 (5 trips)	5 Trips	
Meals (1 day @ $16 each)	$	-
Hotel	$	-
Mileage (650 miles @ $0.7/mile)	$	455.00
NHB DataCheck	$	25.00
Postage/Copies	$	1,074.21
Total Expenses	**$**	**1,554.21**

Outside Services

Total Outside Services	**$**	**-**

TOTAL HOURS			381
TOTAL DIRECT LABOR COST		$	20,843.32
OVERHEAD @	179.00%	$	37,309.54
TOTAL LABOR COST		$	58,152.86
FEE @	15%	$	8,722.93
SUBTOTAL		$	66,875.79
TOTAL EXPENSES		$	1,554.21
TOTAL OUTSIDE SERVICES		$	-
TOTAL TASK		**$**	**68,430.00**
LUMP SUM		$	68,430.00

Attachment B: Consultant's Fee Proposal
McFarland Johnson, Inc.

Apr-25

City of Keene
Keene Dillant-Hopkins Airport
Project Number 18956.XX
Wildlife Perimeter Fence - Phase II

Sub Task	Task 4 - Design & Preparation of Plans, Specifications, and Opinion of Prob.	Senior Project Manager	Senior Project Planner/Engineer	Project Planner/Engineer	Assistant Planner/Engineer	Senior Technician	Administration/ Grant Admin	Hours
4.1	Semi-Final Design (60%)							
a	Update fence layout			2	4			6
b	Prepare Fence 7460-1			2	8			10
c	Taxiway A East Side Drainage Channel	2	4	12	16			34
d	Runway 2 West-Side Headwall Crossing	2	4	8	16			30
e	Runway 2 West-side Ashuelot River Backwater Wetland Crossing	2	8	12	24			46
f	Fence alignment east of the T-Hangar apron	2		2	16			20
g	Quantify clearing and disturbances		4	8	16			28
h	Best Management Practices			4	4			8
i	Plans (est. 22 sheets)	2	10	30	60	20		122
j	Technical Specifications (est. 20)	2	4	32				38
k	QTO and Engineer OPCC			6	32			38
l	Quality reviews	2	12	4	12			30
m	Submit documents	1						1
n	Stakeholder meeting			8	4			12
o	FAA Tech Ops meeting		2					2
p	Review meeting	2	2	2				6
4.2	Final Design (95%)							
a	Update horizontal geometric design				2			2
b	Develop profiles (est. 6)	2		4	20			26
c	Complete erosion and sediment control design			2	8			10
d	Review and include standard permit conditions		2	4				6
e	Develop CSPP narrative	2		4	16			22
f	Update Fence 7460-1			1	4			5
g	Prepare 7460-1 for construction			2	12			14
h	Plans (est. 40 sheets)	2	10	30	60	20		122
i	Meeting with Keene procurement	1	1					2
j	Front end bidding	2		16	4			22
k	Update Technical Specifications		4	20				24
l	Update QTO and OPCC	2		6	32			40
m	Quality reviews		24	4	4			32
n	Submit documents	1						1
o	Conduct stakeholder meeting			8	2			10
p	Review meeting	2	2	2				6
4.3	Bid Documents							
a	Make final edits			8	12			20
b	Design report			8	16			24
c	Submit documents	1						1
	Total Hours	32	93	261	404	40	0	820
	Hourly Rate	$ 87.50	$ 66.00	$ 60.00	$ 42.50	$ 38.00	$ 36.30	
	Direct Labor Cost	$ 2,800.00	$ 6,138.00	$ 15,660.00	$ 17,170.00	$ 1,520.00	$ -	

Expenses

Trips: 4.1n (1 trip); 4.1p(1); 4.2o (1) — 3 Trips

Meals	$	-
Hotel	$	-
Mileage (Concord to EEN & Return - 130 miles)	$	390.00
Transportation Cost (Tolls/Parking)	$	-
Agency Coordination Fees	$	-
Postage/Copies	$	15.55
Total Expenses	**$**	**405.55**

Outside Services

None	$	-
Total Outside Services	**$**	**-**

TOTAL HOURS		820
TOTAL DIRECT LABOR COST		$ 42,688.00
OVERHEAD @	179.00%	$ 76,411.52
TOTAL LABOR COST		$ 119,099.52
FEE @	15%	$ 17,864.93
SUBTOTAL		$ 136,964.45
TOTAL EXPENSES		$ 405.55
TOTAL OUTSIDE SERVICES		$ -
TOTAL TASK		**$ 137,370.00**
LUMP SUM		**$ 137,370.00**

Attachment B: Consultant's Fee Proposal
McFarland Johnson, Inc.

Apr-25

City of Keene
Keene Dillant-Hopkins Airport
Project Number 18956.XX
Wildlife Perimeter Fence - Phase II

Sub Task	Task 5 - Bidding	Senior Project Manager	Senior Project Planner/Engineer	Project Planner/Engineer	Assistant Planner/Engineer	Senior Technicial	Administration/ Grant Admin	Hours
5.1	Plans & Specs				1		4	5
5.2	Pre-Bid Meeting	2			12			14
5.3	Respond to Questions & Prepare Addenda		4	2	12			18
5.4	Bid Review	2	2		12			16
5.5	Conformed Contract Docs., Specs., and Plans	2	2		8	16		28
	Total Hours	6	8	2	45	16	4	81
	Hourly Rate	$ 87.50	$ 66.00	$ 60.00	$ 42.50	$ 38.00	$ 36.30	
	Direct Labor Cost	$ 525.00	$ 528.00	$ 120.00	$ 1,912.50	$ 608.00	$ 145.20	

Expenses

Meals	$	-
Hotel	$	-
Mileage	$	-
Transportation Cost (Tolls/Parking)	$	-
Postage/Copies	$	153.53
Total Expenses	**$**	**153.53**

Outside Services

None	$	-
Total Outside Services	**$**	**-**

TOTAL HOURS			81
TOTAL DIRECT LABOR COST		$	3,838.70
OVERHEAD @	179.00%	$	6,871.27
TOTAL LABOR COST		$	10,709.97
FEE @	15%	$	1,606.50
SUBTOTAL		$	12,316.47
TOTAL EXPENSES		$	153.53
TOTAL OUTSIDE SERVICES		$	-
TOTAL TASK		$	**12,470.00**
LUMP SUM		$	**12,470.00**

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

April 17, 2025

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

RE: Independent Fee Estimate (IFE) for
Phase II – Final Design, Permitting & Bid Phase Services Project
Keene Dillant-Hopkins Airport (EEN)

Dear Mr. Hickling:

Crosscheck IFE, LLC ("Crosscheck") has completed the Independent Fee Estimate (IFE) for the Phase II – Final Design, Permitting & Bid Phase Services project at Keene Dillant-Hopkins Airport (EEN). The IFE total is $328,000.

The prime Consultant for this project is McFarland Johnson, Inc. There are three subconsultants identified for this project. The subconsultant names, their services provided and estimated fees are:

Monadnock Archeological	Archeological Investigation	$25,000
GM2	Topographic & Property Line Survey	$40,000
John Turner	Geotechnical Investigation	$15,000

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

This IFE is based upon the scope of work provided to Crosscheck IFE, LLC via email dated Tuesday, April 8th, 2025.

The acceptable range of costs for this project is between $295,200 and $360,800.

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

Sincerely,

James Dolan
President, Crosscheck IFE

Attachments

Email: jdolan@crosscheckife.com

Phone: 315-243-7428

KEENE
DILLANT-HOPKINS
AIRPORT

Architectural and Engineering Services
Record of Negotiations

Date: April 18, 2025

Project: Phase II – Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

Location: Keene Dillant-Hopkins Airport

1. A pre-design scoping meeting was held between McFarland Johnson (MJ), the City of Keene (Keene Dillant-Hopkins Airport), and the New Hampshire Department of Transportation (NHDOT) Bureau of Aeronautics on January 24, 2025.
2. A follow-up meeting to discuss the extent of the fence design was conducted on March 20, 2025.
3. A scope of work was developed for the City of Keene for the Engineering Services associated with the subject project.
4. McFarland Johnson submitted a draft scope of work to Keene Dillant-Hopkins Airport for review on April 7, 2025.
5. Based upon the scope of work, a lump sum contract for all work element except the data collection was determined to be appropriate in accordance with AC 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.
6. Crosscheck IFE, LLC was contracted to perform an Independent Fee Estimate for the project. Crosscheck IFE, LLC was provided with the scope of work for MJ for the Engineering Design Services on April 8, 2025.
7. Crosscheck IFE, LLC submitted a completed Independent Fee Estimate on April 12, 2025, indicating a fee estimate of $328,000.00.
8. MJ submitted the fee proposal on April 17, 2025, of $336,480.00.
9. Based upon analysis:
    a. MJ's total project costs are 2.59% more than the project costs estimated by Crosscheck IFE, LLC.
    b. MJ's direct labor costs ($263,378.46) are 7.27% more than the direct labor costs estimated by Crosscheck IFE, LLC ($245,524.30).
    c. MJ's project hours (1,552) are 5.47% more than the project hours estimated by Crosscheck IFE, LLC (1,443).

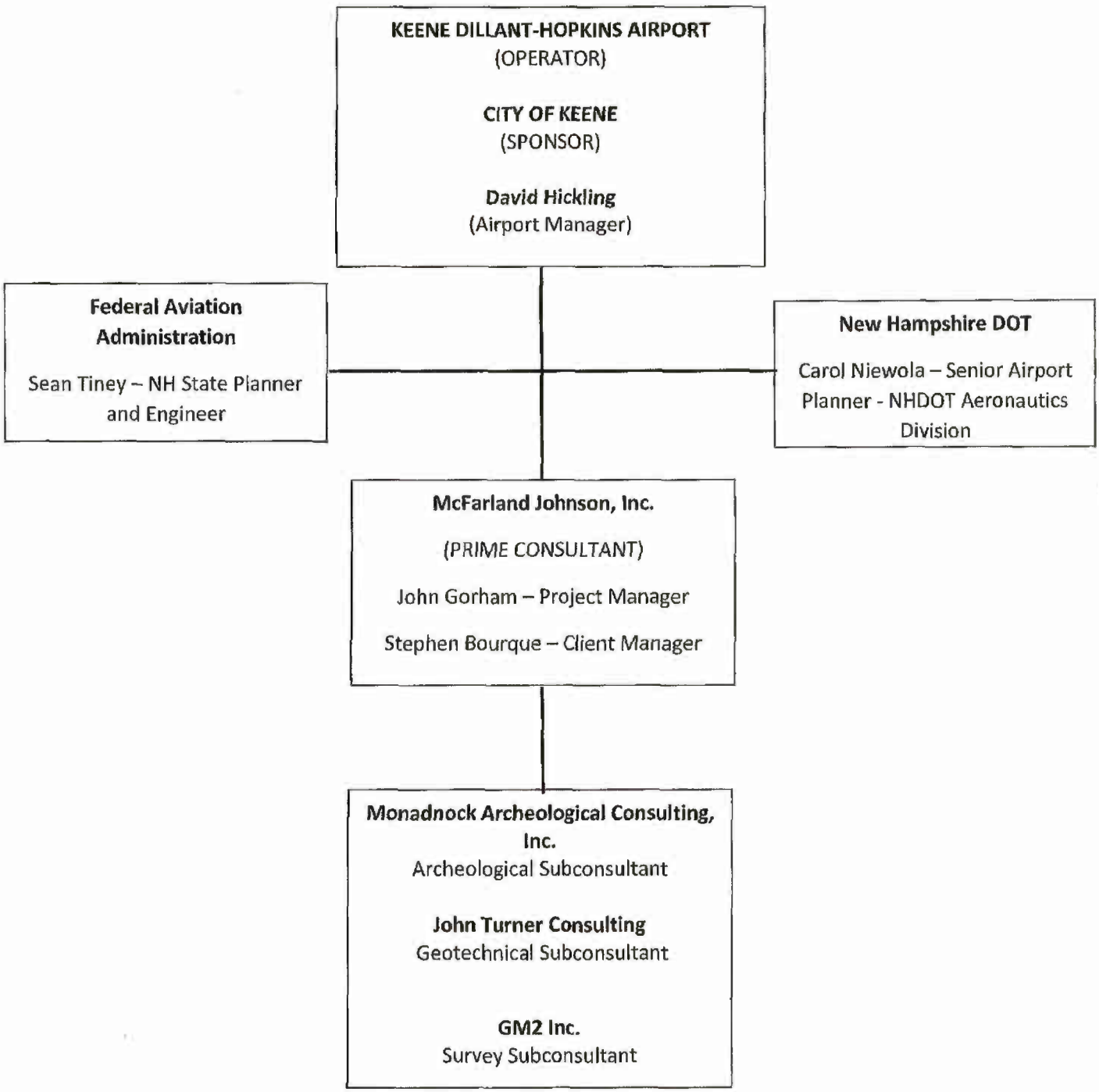
1. The final fee proposal is considered reasonable by the City of Keene and appears to have all of the requisite work items for the project to succeed. A contract has been prepared for the agreement between the sponsor and consultant.
2. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14E have been followed.

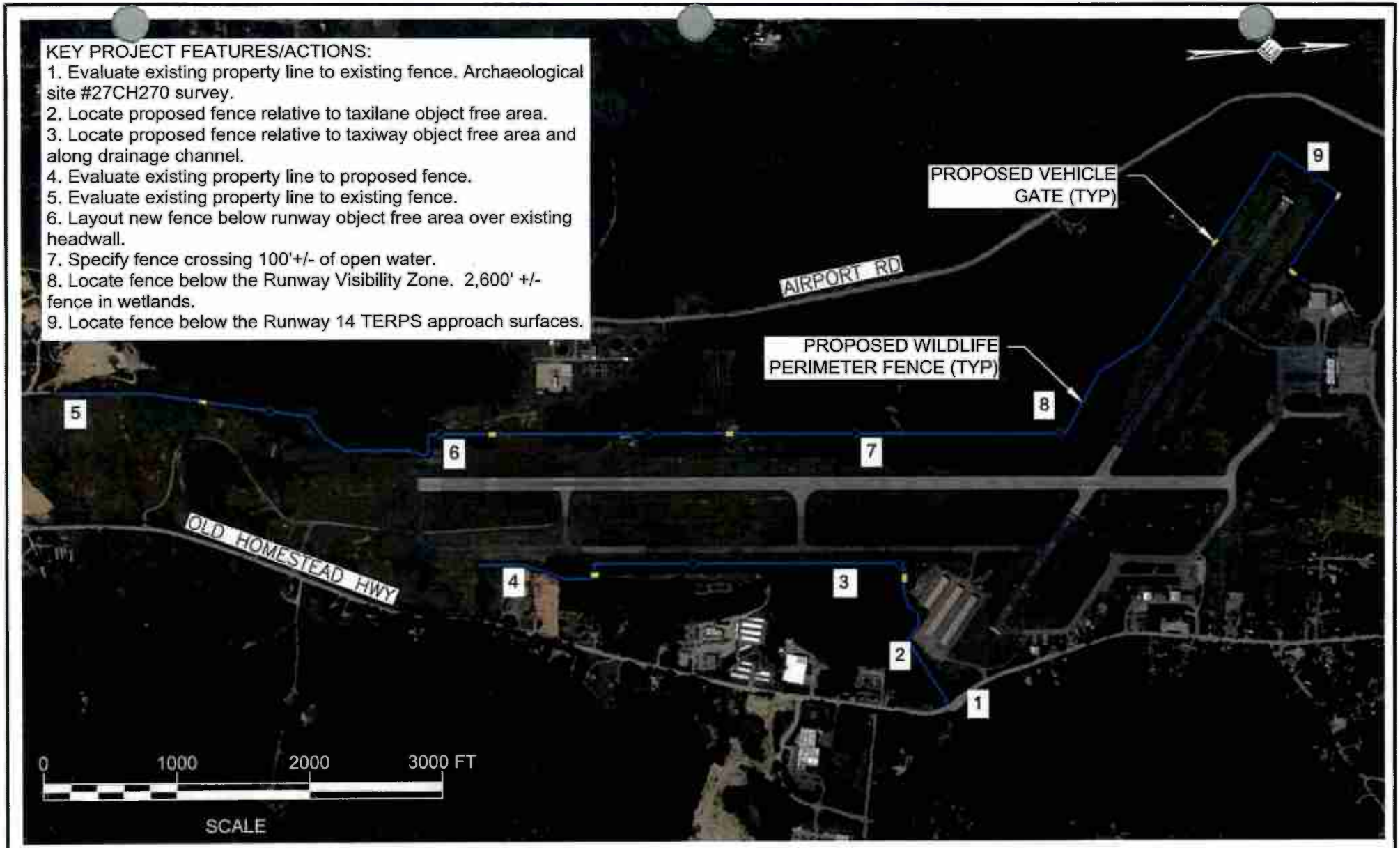
David Hickling
Airport Manager

PROFESSIONAL SERVICES FOR
INSTALL 17,000' +/- OF AIRPORT WILDLIFE PERIMETER FENCE
AND 8 GATES (PHASE II DESIGN ONLY)

ORGANIZATIONAL CHART

APRIL 18, 2025





McFarland Johnson
53 REGIONAL DRIVE
CONCORD, NEW HAMPSHIRE 03301

KEENE DILLANT-HOPKINS AIRPORT

TOWN OF SWANZEY, STATE OF NEW HAMPSHIRE

WILDLIFE PERIMETER FENCE

SCALE:	1"=1000'
DRAWN:	FPS
CHECKED:	JG
DESIGN:	JG
PROJECT:	18956.01
DATE:	MARCH 2025

GP-01

1 OF 1

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2025

Description of Work: Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

Application

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

Certification Statements

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

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

   ☒ Yes ☐ No ☐ N/A

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

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

   a. Abide by the terms of the statement; and

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Location 1
Name of Location: Keene Dillant-Hopkins Airport
Address: 80 Airport Road, Keene, NH 03431

Location 2 (if applicable)
Name of Location: McFarland-Johnson, Inc.
Address: 53 Regional Drive, Concord, NH 03301

Location 3 (if applicable)
Name of Location:
Address:

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

Sponsor's Certification

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

Executed on this 21 day of April , 2025 .

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

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

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

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2025

Description of Work: Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

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 21 day of April , 2025

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

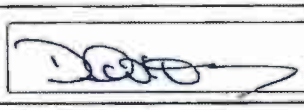
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION	
City of Keene	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	*First Name: David Middle Name:
*Last Name: Hickling	Suffix:
*Title: Airport Director	
* SIGNATURE: 	* DATE: 4/21/2025

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2025

Description of Work: Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

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 contact 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 21 day of April , 2025

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

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

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2025

Description of Work: Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

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 21 day of April , 2025 .

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

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

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2025

Description of Work: Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

Application

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

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

Certification Statements

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

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

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

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

    a. Only one qualified person/firm submits a responsive bid;

    b. Award is to be made to other than the lowest responsible bidder; and

    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

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

    a. Access to Records (§ 200.336)

    b. Buy American Preferences (Title 49 U.S.C. § 50101)

    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)

    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)

    e. Occupational Safety and Health Act requirements (20 CFR part 1920)

    f. Seismic Safety – building construction (49 CFR part 41)

    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)

    h. U.S. Trade Restriction (49 CFR part 30)

    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

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

    a. Davis-Bacon and Related Acts (29 CFR part 5)

    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;

    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and

    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of 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 21 day of April , 2025.

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

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

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2025

Description of Work: Phase II - Final Design, Permitting, and Bid Phase Services for Wildlife Perimeter Fence

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

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

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

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this 21 day of April , 2025 .

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

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