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*William Cass, P.E.
Commissioner*

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**

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

Bureau of Aeronautics
January 4, 2024

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

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the Pease Development Authority (Vendor Code 156846), AIP-76, to construct an expansion of the terminal building at the Portsmouth International Airport at Pease, Portsmouth, NH. Federal and State participation in the amount of \$7,184,210.53 is effective upon Governor and Council approval through August 17, 2027. 97.5% Federal Funds, 2.5% State Funds.

Funding is available as follows: FY 2024

04-96-96-960030-1335	
FAA Projects	
034-500161 Construction	\$7,184,210.53

EXPLANATION

The Federal Aviation Administration (FAA) has awarded a grant for \$7,000,000 (copy attached), which represents 95% of the grant-related project costs from the Bipartisan Infrastructure Law (BIL); funding from BIL is being channeled through the FAA Airport Improvement Program (AIP program), which in New Hampshire is administered by the Department of Transportation's Bureau of Aeronautics. AIP-76 funding will construct an expansion of the terminal building at the Portsmouth International Airport at Pease, Portsmouth, NH.

Portsmouth Airport is one of the 25 open-to-the-public airports in the state, one of only three New Hampshire airports that provides commercial airline service, primarily serving the New Hampshire seacoast, southern Maine, and northern Massachusetts, and is regularly utilized by the U.S. military. Portsmouth's total enplanements, including air carrier and charter, is approximately 83,000 per year and is trending upward as post-pandemic travel recovery continues. To meet current enplanement levels, and based on industry design standards, the subject grant award and project is submitted for your review and consideration.

This grant will fund a 5,182± square feet (SF) expansion to the domestic baggage claim arrivals hall, an unsecure side of the airport terminal building where passengers that have disembarked from domestic flights must pass through to pick up their baggage, pick up their rental cars, meet their families/friends, or request a ride share via a Transportation Network Company (TNC). In accordance with industry design standards, the existing airport terminal building, including the domestic baggage claims arrival hall, has some functional deficiencies which this project will address. The project will increase the usable public space, help meet current building accessibility code requirements by improving compliance with Americans with Disabilities Act (ADA) regulations, replace aging infrastructure including an electrical system circa 1950, address airport security and public protections with the addition of hardscape landscaping, enhanced and expanded closed circuit television (CCTV), and public address systems.

The justification and need for this expansion project are based on an FAA-funded study, completed in 2018, that identified deficiencies and opportunities for preferred improvements. The study was approved by Governor and Executive Council, as Item #34, at the August 23, 2017 meeting.

This project is the next in a continuum of improvements resulting from the 2018 study and will address medium-term needs, based on current enplanements, by improving passenger experiences and addressing structural, mechanical, and electrical deficiencies for the public-use space at the terminal.

As the airport conducted the recent terminal expansion study and this project was shovel ready, it was well positioned within the Bipartisan Infrastructure Law (BIL) Airport Terminal Program (ATP), and, therefore, was awarded significant FAA funding.

Of note, design and bidding were completed prior to the FAA grant being issued and are not part of this grant.

The project breakdown is as follows:

Construction Fees (Hutter Construction- includes all costs eligible and in-eligible)	\$9,048,148.48
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The total cost of the project (including FAA, State, and Local funding) is \$9,048,148.48. The total project costs include \$925,198.41 of prorated ineligible costs for space in the expanded terminal that is considered a non-public space or used for revenue generation; these are not eligible for FAA funding and therefore the Pease Development Authority (PDA) will fund these ineligible expenses. Additionally, due to grant funding constraints, FAA was unable to fund the full amount of the eligible portions of the project and PDA agreed to provide the additional funding, in the amount of \$754,529.01, to complete the project.

Relative to the grant-funded portion of the project, the Department of Transportation accepts the Federal Funds in the amount of \$7,000,000 (95% of the grant-funded project) as a pass through to the PDA in accordance with RSA 422:15. State participation in the amount of \$184,210.53 (2.5% of the grant-funded project) is also requested. The PDA will also provide a matching share of \$184,210.53 (2.5% of the grant-funded project).

The PDA's funding, including ineligible project costs, unfunded project costs, and matching funds for the FAA grant, totals \$1,863,937.95. A summary breakdown is as follows:

	PROJECT-RELATED		GRANT-RELATED		REQUESTED ACTION	
	Cost	%	Cost	%	Cost	%
FAA	\$ 7,000,000.00	77.4%	\$ 7,000,000.00	95.0%	\$ 7,000,000.00	97.5%
State	\$ 184,210.53	2.0%	\$ 184,210.53	2.5%	\$ 184,210.53	2.5%
PDA	\$ 1,863,937.95	20.6%	\$ 184,210.53	2.5%	\$ -	0.0%
Total	\$ 9,048,148.48	100.0%	\$ 7,368,421.06	100.0%	\$ 7,184,210.53	100.0%

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

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 the grant offer; therefore, all funding for this project is encumbered in the first fiscal year.

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2019, 146:1, XVI- A.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments
WC/tls

**PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE
PORTSMOUTH, NEW HAMPSHIRE
PROJECT: TERMINAL BUILDING EXPANSION - ARRIVALS HALL**



AIP ELIGIBILITY AMOUNT - BY PAYMENT ITEM

Notes:

- 1. Arrivals Hall Eligibility 94%
- 2. Existing Terminal + Arrivals Hall Eligibility 78%
- 3. Pro-rated Eligibility Based on % Arrivals Hall and % Terminal 93%

May 30, 2023

McFarland-Johnson, Inc.

Item No	BASE BID Description	Unit of Measure	Total Quantity	Hutter Construction		FAA Eligibility		
				Unit Price	Total Price	Notes	Percentage	Eligible Costs
B-001-1A	CONSTRUCT ARRIVALS HALL - GENERAL BID	LS	1	\$ 4,028,626.61	\$ 4,028,626.61	1.	94%	\$ 3,786,809.01
B-001-1B	CONSTRUCT ARRIVALS HALL - ELECTRICAL SYSTEMS	LS	1	\$ 571,975.80	\$ 571,975.80	1.	94%	\$ 537,657.25
B-001-1C	CONSTRUCT ARRIVALS HALL - MECHANICAL SYSTEMS	LS	1	\$ 358,930.00	\$ 358,930.00	1.	94%	\$ 337,394.20
B-001-1D	CONSTRUCT ARRIVALS HALL - PLUMBING SYSTEMS	LS	1	\$ 87,195.00	\$ 87,195.00	1.	94%	\$ 82,151.30
B-001-1E	CONSTRUCT ARRIVALS HALL - FIRE PROTECTION SYSTEM	LS	1	\$ 159,940.00	\$ 159,940.00	1.	94%	\$ 150,343.60
B-001-1F	CONSTRUCT ARRIVALS HALL - FOUNDATION, SLAB, STRUCTURAL STEEL	LS	1	\$ 1,067,912.07	\$ 1,067,912.07	1.	94%	\$ 1,005,838.19
C-102-5.1a	INSTALLATION AND REMOVAL OF SILT FENCE	LF	300	\$ 11.00	\$ 3,300.00	1.	94%	\$ 10.34
C-102-5.2	FILTER FABRIC DROP INLET PROTECTION	EA	7	\$ 139.70	\$ 977.90	1.	94%	\$ 131.32
C-102-5.3	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 4,543.00	\$ 4,543.00	1.	94%	\$ 4,270.42
C-102-5.4	EROSION CONTROL MATTING	SF	550	\$ 0.55	\$ 302.50	1.	94%	\$ 0.62
C-102-5.5	PREPARATION OF SWPPP, INSPECTIONS, MONITORING, AND REPORTS	LS	1	\$ 9,900.00	\$ 9,900.00	1.	94%	\$ 9,308.00
C-105	MOBILIZATION (5% MAX.)	LS	1	\$ 259,303.00	\$ 259,303.00	3.	93%	\$ 241,151.79
M-200-1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 19,569.00	\$ 19,569.00	3.	93%	\$ 18,199.17
M-300-1	PIPE BOLLARDS	EA	4	\$ 2,200.00	\$ 8,800.00	1.	94%	\$ 2,088.00
M-310-1	5.5-INCH REINFORCED CONCRETE SIDEWALK	SY	400	\$ 119.90	\$ 47,960.00	1.	94%	\$ 112.71
M-310-2	7.5-INCH REINFORCED CONCRETE SIDEWALK	SY	30	\$ 135.30	\$ 4,059.00	1.	94%	\$ 127.16
M-310-3	DETECTABLE WARNING DEVICES	SY	10	\$ 385.00	\$ 3,850.00	1.	94%	\$ 3,619.00
M-310-4	5.5-INCH REINFORCED CONCRETE PATIO	SY	120	\$ 127.60	\$ 15,312.00	1.	94%	\$ 119.94
M-320-1	STRAIGHT GRANITE CURB	LF	350	\$ 65.00	\$ 22,750.00	1.	94%	\$ 51.70
M-320-2	CURVED GRANITE CURB	LF	40	\$ 67.10	\$ 2,684.00	1.	94%	\$ 63.07
M-320-3	REMOVE AND RESET GRANITE CURB	LF	220	\$ 31.90	\$ 7,018.00	1.	94%	\$ 28.69
M-320-4	REMOVE GRANITE CURB	LF	260	\$ 7.70	\$ 2,002.00	1.	94%	\$ 7.24
M-320-5	GRANITE POST GATE ASSEMBLY	LS	1	\$ 5,043.00	\$ 5,043.00	1.	94%	\$ 4,740.42
M-400-1	TRAFFIC SIGNS	EA	1	\$ 275.00	\$ 275.00	1.	94%	\$ 258.50
M-400-2	REMOVE AND RELOCATE TRAFFIC SIGNS	EA	20	\$ 192.50	\$ 3,850.00	1.	94%	\$ 180.95
M-400-3	REMOVE TRAFFIC SIGNS	EA	1	\$ 73.70	\$ 73.70	1.	94%	\$ 69.28
M-410-1	RETROREFLECTIVE PAVEMENT MARKING (WHITE AND YELLOW)	SF	400	\$ 17.60	\$ 7,040.00	1.	94%	\$ 6,617.60
M-410-2	OBLITERATE PAVEMENT MARKING	SF	100	\$ 14.30	\$ 1,430.00	1.	94%	\$ 1,344.20
M-500-1.1	INSTALL 8-INCH WATER PIPE	LF	400	\$ 178.28	\$ 71,280.00	2.	78%	\$ 65,698.40
M-500-1.2	INSTALL 6-INCH WATER PIPE	LF	10	\$ 239.89	\$ 2,398.90	2.	78%	\$ 1,870.44
M-500-1.3	INSTALL 4-INCH WATER PIPE	LF	120	\$ 143.00	\$ 17,160.00	2.	78%	\$ 13,384.80
M-500-2.1	INSTALL 8-INCH GATE VALVE	EA	5	\$ 5,698.00	\$ 28,490.00	2.	78%	\$ 22,222.50
M-500-2.2	INSTALL 6-INCH GATE VALVE	EA	1	\$ 3,267.00	\$ 3,267.00	2.	78%	\$ 2,543.26
M-500-3.1	INSTALL 4-INCH GATE VALVE	EA	2	\$ 2,673.00	\$ 5,346.00	2.	78%	\$ 4,169.68
M-500-3.2	HYDRANT ASSEMBLY INSTALLATION	EA	1	\$ 11,033.00	\$ 11,033.00	2.	78%	\$ 8,605.74
M-500-4.1	WATERLINE TESTING AND DISINFECTION	LS	1	\$ 1,650.00	\$ 1,650.00	2.	78%	\$ 1,287.00
M-500-5.1	ABANDONMENT OF EXISTING WATER PIPE	LS	1	\$ 7,480.00	\$ 7,480.00	2.	78%	\$ 5,834.40
M-500-6.1	AIR RELEASE VALVE ASSEMBLY	EA	5	\$ 1,320.00	\$ 6,600.00	2.	78%	\$ 5,148.00
M-600-1	STEEL ENCASMENT OF NEW 18" HDPE DRAINAGE PIPE	LF	60	\$ 572.00	\$ 34,320.00	1.	94%	\$ 32,280.00
M-700-1	MODULAR BLOCK WALL	SF	170	\$ 105.60	\$ 17,952.00	1.	94%	\$ 16,874.88
P-101-5.1a	BITUMINOUS PAVEMENT REMOVAL	SY	320	\$ 2.20	\$ 704.00	1.	94%	\$ 661.76
P-101-5.1b	PORTLAND CEMENT CONCRETE (PCC) PAVEMENT REMOVAL	SY	158	\$ 3.30	\$ 519.00	1.	94%	\$ 485.30
P-101-5.6	COLD MILLING	SY	30	\$ 82.50	\$ 2,475.00	1.	94%	\$ 2,326.50
P-101-5.7	REMOVAL OF PIPE AND OTHER BURIED STRUCTURES	LF	1	\$ 18,700.00	\$ 18,700.00	1.	94%	\$ 17,578.00
P-101-5.9	REMOVAL OF RETAINING WALL	SY	30	\$ 198.00	\$ 5,940.00	1.	94%	\$ 5,722.40
P-101-5.10	REMOVAL OF ABOVE GROUND UTILITIES, STRUCTURES, EQUIPMENT, AND OBSTRUCTIONS	LS	1	\$ 3,960.00	\$ 3,960.00	1.	94%	\$ 3,722.40
P-151-4.3a	TREE REMOVAL (LESS THAN 12-INCH DIAMETER) AND GRUBBING	LS	1	\$ 4,950.00	\$ 4,950.00	1.	94%	\$ 4,653.00
P-151-4.3b	TREE REMOVAL (GREATER THAN OR EQUAL TO 12-INCH DIAMETER, LESS THAN 18-INCH DIAMETER) INCLUDING GRUBBING	EA	4	\$ 1,100.00	\$ 4,400.00	1.	94%	\$ 4,136.00
P-151-4.3c	TREE REMOVAL (GREATER THAN OR EQUAL TO 18-INCH DIAMETER, LESS THAN 24-INCH DIAMETER) INCLUDING GRUBBING	EA	2	\$ 1,650.00	\$ 3,300.00	1.	94%	\$ 3,102.00
P-151-4.3d	TREE REMOVAL (GREATER THAN OR EQUAL TO 24-INCH DIAMETER) INCLUDING GRUBBING	EA	9	\$ 1,925.00	\$ 17,325.00	1.	94%	\$ 16,285.50
P-152-4.1a	UNCLASSIFIED EXCAVATION	CY	400	\$ 38.50	\$ 15,400.00	1.	94%	\$ 14,478.00
P-152-4.1b	MUCK EXCAVATION	CY	30	\$ 93.50	\$ 2,805.00	1.	94%	\$ 2,649.50
P-152-4.1c	BORROW EXCAVATION	CY	30	\$ 93.50	\$ 2,805.00	1.	94%	\$ 2,649.50
P-207-5.1	IN-PLACE FULL DEPTH RECYCLED (FDR) ASPHALT AGGREGATE BASE COURSE	SY	1,500	\$ 28.60	\$ 42,900.00	1.	94%	\$ 40,320.00
P-207-5.2	CORRECTIVE AGGREGATE MATERIAL	TON	350	\$ 71.50	\$ 25,025.00	1.	94%	\$ 23,523.50
P-208-5.1	AGGREGATE BASE COURSE	CY	200	\$ 81.40	\$ 16,280.00	1.	94%	\$ 15,303.20
P-403-8.1	ASPHALT MIXTURE SURFACE COURSE	TON	180	\$ 197.50	\$ 35,550.00	1.	94%	\$ 33,422.40
P-403-8.2	ASPHALT MIXTURE BINDER COURSE	TON	220	\$ 165.00	\$ 36,300.00	1.	94%	\$ 34,122.00

**PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE
PORTSMOUTH, NEW HAMPSHIRE
PROJECT: TERMINAL BUILDING EXPANSION - ARRIVALS HALL**



AIP ELIGIBILITY AMOUNT - BY PAYMENT ITEM

Notes:

- 1. Arrivals Hall Eligibility 94%
- 2. Existing Terminal + Arrivals Hall Eligibility 78%
- 3. Prorated Eligibility Based on % Arrivals Hall and % Terminal 93%

May 30, 2023

McFarland-Johnson, Inc.

Item No	BASE BID Description	Unit of Measure	Total Quantity	Hutter Construction		FAA Eligibility		
				Unit Price	Total Price	Notes	Percentage	Eligible Costs
P-603-S.1	EMULSIFIED ASPHALT TACK COAT	GAL	80	\$ 27.50	\$ 2,200.00	1.	94%	\$ 2,068.00
P-609-S.1	JOINT SEALING FILLER	LF	250	\$ 22.00	\$ 5,500.00	1.	94%	\$ 5,170.00
P-610-G.1	CONCRETE PIPE ENCASMENT	CY	10	\$ 1,540.00	\$ 15,400.00	1.	94%	\$ 14,478.00
D-701-S.1	2-INCH SCH. 80 PVC PIPE	LF	80	\$ 85.80	\$ 6,864.00	1.	94%	\$ 6,450.72
D-701-S.2	3-INCH PVC FLOOR DRAIN PIPE	LF	10	\$ 121.00	\$ 1,210.00	1.	94%	\$ 1,137.40
D-701-S.3	4-INCH PVC ROOF DRAIN PIPE	LF	10	\$ 121.00	\$ 1,210.00	1.	94%	\$ 1,137.40
D-701-S.4	12-INCH DUCTILE IRON ROOF DRAIN PIPE	LF	30	\$ 341.00	\$ 10,230.00	1.	94%	\$ 9,618.20
D-701-S.5	15-INCH HDPE PIPE	LF	80	\$ 132.00	\$ 10,560.00	1.	94%	\$ 9,926.40
D-701-S.6	18-INCH HDPE PIPE	LF	60	\$ 302.50	\$ 18,150.00	1.	94%	\$ 17,061.00
D-705-S.1	12-INCH PIPE, HDPE, PERIMETER DRAIN	LF	275	\$ 198.00	\$ 54,450.00	1.	94%	\$ 51,183.00
D-705-S.2	CLEANOUT	EA	4	\$ 1,210.00	\$ 4,840.00	1.	94%	\$ 4,549.60
D-781-S.2	4 FT DIAMETER, DEEP SUMP - HOODED CATCH BASIN, 2' SUMP	EA	2	\$ 9,900.00	\$ 19,800.00	1.	94%	\$ 18,612.00
D-781-S.3	4 FT DIAMETER, DEEP SUMP - HOODED CATCH BASIN, 4' SUMP	EA	2	\$ 9,900.00	\$ 19,800.00	1.	94%	\$ 18,612.00
D-781-S.4	ADJUST EXISTING FRAME GRATE/COVER	EA	6	\$ 682.00	\$ 4,092.00	1.	94%	\$ 3,846.48
T-901-S.1	SEEDING	KSF	7	\$ 275.00	\$ 1,925.00	1.	94%	\$ 1,809.60
T-905-S.1	TOPSOIL (OBTAINED ON SITE OR REMOVED FROM STOCKPILE)	CY	80	\$ 48.40	\$ 3,872.00	1.	94%	\$ 3,639.68
T-905-S.2	TOPSOIL (FURNISHED FROM OFF THE SITE)	CY	50	\$ 88.00	\$ 4,400.00	1.	94%	\$ 4,136.00
T-908-S.1	MULCHING	SY	750	\$ 1.10	\$ 825.00	1.	94%	\$ 775.50
T-908-S.2	4-INCH DECORATIVE BARK MULCH	SY	400	\$ 19.20	\$ 7,680.00	1.	94%	\$ 7,219.20
L-110-S.1	5-INCH-2-WAY PVC CONCRETE ENCASED DUCT INCLUDING SWEEPS	LF	410	\$ 115.50	\$ 47,355.00	2.	78%	\$ 36,938.00
L-110-S.2	5-INCH-2-WAY RGS UN-ENCASED DUCT INCLUDING SWEEPS	LF	130	\$ 39.60	\$ 5,148.00	2.	70%	\$ 4,015.44
L-110-S.3	4-INCH-4-WAY PVC CONCRETE ENCASED DUCT INCLUDING SWEEPS	LF	450	\$ 115.50	\$ 51,975.00	2.	78%	\$ 40,540.50
L-115-S.1	4" X 4" ELECTRICAL HANDHOLE	EA	2	\$ 8,925.00	\$ 17,850.00	2.	78%	\$ 13,923.00
L-115-S.2	EVERSOURCE UNDERGROUND VAULT	EA	1	\$ 17,325.00	\$ 17,325.00	2.	78%	\$ 13,513.50
Allowances								
	Groundwater Treatment	ALL	1	\$ 100,000.00	\$ 100,000.00	1.	94%	\$ 94,000.00
	Security Cameras, PAVA and Access Control	ALL	1	\$ 250,000.00	\$ 250,000.00	1.	94%	\$ 235,000.00
	Furniture and Signage	ALL	1	\$ 110,000.00	\$ 110,000.00	1.	94%	\$ 103,400.00
	Eversource	ALL	1	\$ 250,000.00	\$ 250,000.00	2.	78%	\$ 195,000.00
	Unilac Gas Company	ALL	1	\$ 25,000.00	\$ 25,000.00	2.	78%	\$ 19,500.00
	Portsmouth Water Department	ALL	1	\$ 25,000.00	\$ 25,000.00	2.	78%	\$ 19,500.00
	Firstlight Utility	ALL	1	\$ 15,000.00	\$ 15,000.00	2.	78%	\$ 11,700.00

TOTAL BASE BID COST =	\$ 8,048,148.48	92%	\$ 8,293,619.47
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FUNDING BREAK DOWN	FAA ELIGIBLE	FAA BIL ATP GRANT CAP	SPONSOR COSTS	TOTAL	FINAL PERCENTAGE OF CONSTRUCTION
FAA BIL ATP (96% up to Max. Grant Amount)	\$ 8,293,619.47	\$ 7,000,000.00		\$ 7,000,000.00	77%
NHDOT (2.5% of FAA Grant Amount)		\$ 184,210.53		\$ 184,210.53	2%
SPONSOR (2.5% of FAA Grant Amount + Remainder)		\$ 184,210.63	\$ 1,079,727.42	\$ 1,863,937.95	21%
	\$ 8,293,619.47	\$ 7,368,421.06	\$ 1,079,727.42	\$ 9,048,148.48	100%



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT TERMINAL PROGRAM GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 18, 2023
Airport/Planning Area	Portsmouth International at Pease Airport
Airport Terminal Program Grant Number	3-33-0016-076-2023
Unique Entity Identifier	CU4KHENK4JP5

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 14, 2023, for a grant of Federal funds for a project at or associated with the Portsmouth International at Pease Airport, which is included as part of this Grant Agreement; and

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

Expand Terminal Building - Terminal Arrivals Area Expansion (approx. 5,182 SF),

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on September 28, 2022.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$7,000,000.

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 for planning;
 \$ 7,000,000 airport development; and,
 \$ 0 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 acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 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).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) 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 up to the end of the Budget Period. 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 Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. **Close Out and Termination**
 1. Unless the FAA 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 120 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 FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
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, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' 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 any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.**
 - a. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures.
 - b. The Sponsor agrees to post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.
 - c. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA 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.
 - d. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA 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 will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 7, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the

Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is 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.
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 FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can, subject to the availability of Federal funds, 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 FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC 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/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 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 and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if 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 FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
 - d. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

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

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 30, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals:

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;

- ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Pre-Award Authority.** The State or Sponsor, as applicable, understands that all project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. §

47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable, only if certain conditions under 49 U.S.C. § 47110(c) are met.

SPECIAL CONDITIONS

29. **Utility Relocation in Project.** The Sponsor understands and agrees that:
- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and
 - c. The utilities exclusively serve the Airport.
30. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
31. **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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Luke A. Garrison
Luke A. Garrison (Aug 18, 2023 11:34 EDT)
(Signature)

Luke A. Garrison
(Typed Name)

Acting Director
(Title of FAA Official)

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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated August 18, 2023

Pease Development Authority

(Name of Sponsor)

Paul Brean

(Signature of Sponsor's Authorized Official)

By: Paul Brean

(Typed Name of Sponsor's Authorized Official)

Title: Executive Director

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anthony I Blenkinsop, acting as Attorney for the Sponsor do hereby certify:

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; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated at August 18, 2023

Anthony I Blenkinsop
By: Anthony I Blenkinsop (Aug 18, 2023 11:47 EDT)
(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.