

## THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

September 12, 2019 Bureau of Aeronautics

Victoria F. Sheehan Commissioner

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

#### REQUESTED ACTION

Authorize the Department of Transportation to provide funding to Hampton TCB, LLC, (Vendor Code 279690), owner of the Hampton Airfield for AIM 7B3-01-2019 (attached), to reconstruct and pave taxilanes and to install drainage basins for the Hampton Airfield in North Hampton and Hampton, NH. State participation in the amount of \$158,773.00 is effective upon Governor and Council approval through October 2, 2022. 100% Agency Income.

Funds to support this request are available in the following account in Fiscal Year 2020:

FY 2020

04-96-096-964010-2029 Airway Toll Fund (Fuel) 073-509074 Grants

\$158,773.00

#### **EXPLANATION**

The following NH Airport Improvement and Maintenance (AIM) Program grant has been awarded to Hampton TCB, LLC for \$158,773.00 (80% of the total project) to excavate, regrade and pave taxilanes around the existing hangars at the airport (project location map attached). Hampton TCB, LLC, owner of Hampton Airfield will provide the remaining \$39,693.25 (20% of the total project) to complete the construction project.

The newly reconstructed paved area will provide safe aircraft access to and from the hangars to the existing taxiways and runway. In addition, the project will include the construction of eight new drainage basins that will be installed in the taxilane construction area. The area slated for construction is approximately 80,000 sq. feet.

Hampton Airfield is a privately owned-public use airport that opened in 1945 and since that time has been a part of the NH airport system. The airport has approximately 88 based aircraft and approximately 30,000 operations per year. The airport offers flight training, aircraft rental, aircraft servicing, and aircraft maintenance to the public. During the summer months, when aircraft operations are at their highest, Hampton Airfield can be the busiest airport in the state on any given day.

This airport development project was placed out to bid and two bids were received (bid tabulation attached). Pike Industries, Inc. from Belmont, NH provided the low bid of \$198,466.25.

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.

Your approval is respectfully requested.

Sincerely,

Victoria F. Sheehan Commissioner

VFS/tlsl Attachment:

### Hampton Airfield

Sponsor: Hampton TCB LLC

**Project Reference:** 

7B3-01-2019

Date Bids Open:

May 29, 2019

Scope of Work:

Grade and pave taxilanes and install drainage basins to improve drainage

A.) Pike Industries, Inc.

3 Eastgate Park Road, Belmont, NH 03220

\$198,466.25 Recommended

B.) MAC Construction/Excavation

90 Lovering Rd, North Hampton, NH 03862

\$199,500.00



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF AERONAUTICS
PO BOX 483
CONCORD, NH 03302-0483

# GRANT AGREEMENT FOR NEW HAMPSHIRE AIRPORT IMPROVEMENT AND MAINTENANCE PROGRAM PROJECT

| Date of Offer  | June 17, 2019    |  |  |
|--|------------------|--|--|
| Airport Name   | Hampton Airfield |  |  |
| Program Grant Number   | AIM 7B3-01-2019  |  |  |
| TO: Airport Owner ("Sponsor"):   | Hampton TCB, LLC |  |  |
| FROM: State of New Hampshire (acting through the New Hampshire Department of |                  |  |  |
| Transportation, herein called the "State")                                   |                  |  |  |

WHEREAS, the Sponsor has submitted to the State a project application dated May 29, 2019 for a grant of State funds for a project at or associated with <u>Hampton Airfield</u>, a public-use airport owned by the Sponsor. This Project Application, which as approved by the State, is included as part of this Grant Agreement; and

WHEREAS, the State has approved a project for the <u>Hampton Airfield</u> (herein called the "Project") consisting of the following:

Reconstruct and Pave Taxilanes and Install Drainage Basins

which is more fully described in the attached Project Application.

NOW, THEREFORE, according to the applicable provisions of NH RSA 422:35, the representations contained in the Project Application, and in consideration of the Sponsor's adoption and ratification of the Grant Conditions set forth herein, the Sponsor's acceptance of this Grant Agreement, and the benefits to accrue to the State of New Hampshire and the public from the accomplishment of the Project and compliance with the Grant Conditions as herein provided,

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE, HEREBY OFFERS AND AGREES to pay, on a reimbursement basis, eighty (80) percent of the allowable costs incurred accomplishing the Project as the State's share of the Project ("State's Share").

This Grant Agreement is SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### TERMS, CONDITIONS, AND ASSURANCES

- 1. This Grant Agreement is subject to the approval of the New Hampshire Governor and Council. The State's obligations under this Grant Agreement are conditional upon the approval of the New Hampshire Governor and Council.
- 2. The maximum obligation of the State payable under this Grant Agreement is \$158,773.00 ("Grant Amount").
- 3. If the final State Share of approved eligible Project costs ever exceeds the Grant Amount obligated for the Project, the Sponsor may make application to the State for a corresponding increase which will be considered for funding, without guarantee of funding, in accordance with their relative priority versus other applications for available State funds. No additional State funds for the Project shall be awarded to the Sponsor without prior approval of the New Hampshire Governor and Council.
- 4. The Sponsor shall maintain a separate, dedicated, and special account for aeronautical purposes pursuant to RSA 422:36, II. The Sponsor shall credit all State and local funds used to pay Project costs to this dedicated account.
- 5. The Sponsor has sufficient funds available for the portion of the Project which is not paid by the State. The Sponsor also has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.
- 6. The Sponsor holds good title, satisfactory to the State, to the areas of the airport or site thereof necessary to carry out said Project, or gives assurances satisfactory to the State that good title or perpetual control of improvements will be acquired prior to accepting grant funds.
- 7. In consideration of the Sponsor's continued operation and maintenance of <u>Hampton Airfield</u> for the expected life of the Project described above not to exceed <u>twenty (20) years</u> from the date of project completion.
- 8. This Grant Agreement shall expire unless signed by the Sponsor and returned to the State no later than <u>July 19, 2019</u> except that the State may, in writing, extend such time for acceptance. The State reserves the right to revoke or amend this Grant Agreement at any time prior to acceptance by the Sponsor.
- 9. This Grant Agreement is made subject to special terms and conditions specifically incorporated herein and made a part hereof. Contract documents shall be subject to approval by the State.
- 10. The Sponsor agrees by entering into this Grant Agreement:
  - a. to begin accomplishment of the Project within twelve (12) months after the date of New Hampshire Governor and Council approval of this Grant Agreement;



- b. to complete all Project activities not later than thirty-six (36) months following the date of New Hampshire Governor and Council approval of this Grant Agreement;
- c. to carry out and to complete the Project in accordance with the terms of this Grant Agreement, including the requirements specified in documents and material incorporated in and made part hereof:
- d. to submit to the State requests for grant reimbursement of eligible Project costs incurred by the Sponsor using form(s) provided by the State. Such requests shall be made at least once every twelve (12) months until the Project is completed. Each request shall be accompanied by documentation sufficient for the State to verify the amount of eligible costs incurred by the Sponsor. Eligible project costs incurred by the Sponsor will be reimbursed in an amount proportionate to the State's Share as previously set forth in this Grant Agreement;
- e. to provide the State with regular Project status updates in a format and frequency acceptable to the State;
- f. to include the State in a final inspection of the Project at the time of substantial completion;
- g. to submit to the State a record of project completion using form(s) provided by the State within ninety (90) calendar days of project completion; and
- h. to keep a record of expenditures of all funds under this Project subject to audit by the State for a minimum of three (3) years from the close of the Project and the State shall have access to these records during regular business hours and at all other reasonable times.
- 11. The Sponsor agrees that the State shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data or material. No report, document or other material produced in whole or in part with the funds provided to the Sponsor shall be subject to copyright in the State or any other jurisdiction. The Sponsor shall not include in its data any copyrighted matter without the written approval of the copyright owner and the State.
- 12. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in this Grant Agreement shall terminate the obligation of the State and it is understood and agreed by the Sponsor that if a material fact has been misrepresented or omitted by the Sponsor, the State may recover all grant payments made on said Project.
- 13. Any one or more of the following acts or omissions of the Sponsor shall constitute an event of default hereunder ("Event of Default"): Failure to perform the Project satisfactorily or on schedule; Failure to submit any report required hereunder; Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants or conditions of this Grant Agreement.

Upon the occurrence of any Event of Default, the State may take any one, or more, or all of the following actions:



- a. Give the Sponsor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice. If the Event of Default is not timely remedied, the State may terminate this Grant Agreement and may recover all grant payments made on the Project;
- b. Give the Sponsor a written notice specifying the Event of Default and suspending all payments to be made under this Grant Agreement and ordering that Project costs incurred by the Sponsor from the date of such notice until such time as the State determines that the Sponsor has cured the Event of Default shall never be paid to the Sponsor. Notwithstanding anything to the contrary in this provision, the State may release in whole or in part any payments withheld under this provision upon receiving proof satisfactory to the State that the Event of Default has been cured by the Sponsor; or
- c. Set off against any other obligation the State may owe to the Sponsor any damages the State suffers by reason of any Event of Default; or
- d. Treat this Grant Agreement as breached and pursue any of its remedies at law or in equity, or both.
- 14. In performance of this Grant Agreement, the Sponsor, its employees, agents, members, subcontractors or subgrantees of the Sponsor are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Sponsor nor any of its employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or other emoluments provided by the State to its employees.
- 15. The Sponsor shall indemnify, save harmless and defend (if requested) the State, its officers, and employees from any and all losses suffered by the State, its officers, and employees, and any and all liabilities or penalties asserted against the State, its officers, and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Sponsor, its employees, agents, members, subcontractors, or subgrantees. Notwithstanding the foregoing, nothing herein 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 Grant Agreement.
- 16. The Sponsor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor, subgrantee, or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional named insured, with the following insurance:
  - a. Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project; and
  - b. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 coverage per occurance and \$2,000,000 in the aggregate for projects with a maximum project value of \$100,001 and greater and;



- c. 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. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- 17. The Sponsor certifies that it has not assigned or transferred any interest in this Grant Agreement through either assignment or novation and agrees that it will not do so, without prior written approval of the State.
- 18. The State shall be refunded a prorated share of the Grant Amount if the <u>Hampton Airfield</u> is abandoned, ceases to be a public-use airport, or converted to any non-airport use within the usable life of the Project.
- 19. The Sponsor must not include any costs in the Project that the State has determined to be ineligible or unallowable.
- 20. The Sponsor must take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of Federal or State antitrust statutes, or misused in any other manner in any project upon which State funds have been expended. For the purposes of this grant condition, the terms "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. The Sponsor must return the recovered State share of any State funds, 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 State 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 State funds require advance approval by the State.
- 21. 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 written notice of such termination. In any event the State shall not be required to transfer funds from any other grant, program, or account in the event funds under this Grant Agreement are reduced or become unavailable.
- 22. This Grant 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.
- 23. By signing this Grant Agreement, 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.



IN WITNESS WHEREOF the representatives of the State and the Sponsor have hereunto set their hands and have executed this Grant Agreement on the 15th day of 12019.

| •  |   |
|--|---|
| ·  | SPONSOR   |
| . ,  | Hampton TCB, LCC  |
|  | (Name of Sponsor)   |
| -<br>·   | (Signature of Sponsor's Authorized Official)  |
| By:  | Todd Baker  |
| •  | (Typed Name of Sponsor's Authorized<br>Official)  |
| Title:   | Manager<br>(Title of Sponsor's Authorized Official  |
|  | (2 me of Sponsor s 22amor 22a Official  |
| THE STATE OF NEW HAMPSHIRE, COUNTY OF  | Rockingham  |
| On this 15 day of Agust, 2019, before mersonally appeared Tooker, known to name is subscribed to the within instrument and acl purposes therein contained. | me, (Volume Human 20) the undersigned officer me (or satisfactorily proven) to be the person who knowledged that he has executed the same for the |
| IN WITNESS WHEREOF, I hereunto set my hand and   | d official seal.  |
|  | Notary Public/Justice of the Peace  |
| HARLO XIII   | 1.0y 1 done or div 1 out  |



| ·   | STATE OF NEW HAMPSHIKE                       |
|---|--|
| ,   | DEPARTMENT OF                                |
|   |  |
|   | TRANSPORTATION                               |
|   | HOCO .                                       |
|   | (Signature)                                  |
|   | Patrick C. Herilhy                           |
|   | (Toprestatume) Aeronautics, Rail and Transit |
|   | (Title of NHDOT Official)                    |
| Dated: Nov. 18 2019   | By: Eurly C. Sin                             |
| 2400. 1400. 12, 22.9  | Assistant Attorney General                   |
| Secretary of State: This is to certify that the Government approved this Agreement. | rnor and Council on                          |
| Dated:  | Attest:                                      |
| By:   | •  |
| Secretary of State  | (Title)                                      |

#### **Hampton TCB LLC Certificate of Vote**

I, Keith Pattison, do hereby certify that I am the Secretary of Hampton TCB, LLC, a Limited Liability Company in the State of New Hampshire, County of Rockingham, in the United States of America.

I do further certify that Todd Baker is Manager of Hampton TCB, LLC and is duly authorized by the Operating Agreement and the laws of the State of New Hampshire to execute and deliver for on behalf of the LLC any contracts with the State of New Hampshire. This authority was given during an official vote and Resolution of the LLC on August 7, 2019.

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

IN WITNESS HEREOF, I have herunto set my hand and attached the signature of Hampton TCB, LLC on this 15<sup>th</sup> day of August, 2019.

Keith Pattison, Secretary Hampton TCB, LLC

. 4

#### **Notary Statement**

As Notary Public registered in the State of New Hampshire, County of Rocking ham, upon this date Mass 15 2019, appeared before me, Mulicip Allahoud, the above signed officer personally appeared Keith Pattison, who acknowledged himself to be the Secretary of Hampton TCB, LLC, a New Hampshire Limited Liability Company, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing himself in the name of the LLC. In witness whereof, I hereunto set my hand and official seal.

Signature of Notary

Chandle Husbourn
Print name of Notary

 SEAL





#### **CERTIFICATE OF INSURANCE**

Revision 1

This is to certify to (Certificate Holder):

State of New Hampshire Department of Transportation Bureau of Aeronautics

P:O. Box 483

Concord, NH 03302-0483

The following policy(ies) Have been issued to: Hampton Flying Services, LLC

953 Islington Street Suite 23D

Portsmouth, NH 03801

AIRPORT POLICY INFORMATION:

AIRPORT POLICY NO: AP 010807 04

**POLICY PERIOD:** 

FROM: March 18, 2019

TO: March 18, 2020

THIS COVERAGE IS EFFECTIVE 12:01 A.M. October 21, 2019

INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

**LIABILITY COVERAGES:** 

LIMITS OF LIABILITY

| $\boxtimes$ | Comprehensive General Liability           | \$ No Sublimit | Each Person   | \$ 1,000,000 | Each Occurrence* |
|-------------|---|----------------|---------------|--------------|------------------|
| $\times$    | Completed Operations / Products Liability | \$ No Sublimit | Each Person   | \$ 2,000,000 | Each Occurrence* |
| $\times$    | Hangarkeepers Liability                   | \$ 100,000     | Each Aircraft | \$ 200,000   | Each Loss*       |
| $\boxtimes$ | Negligent Instruction                     | \$ 200,000     | Each Person   | \$ 1,000,000 | Each Occurrence* |
| $\boxtimes$ | Personal Injury Liability                 | \$             | Each Person   | \$ 1,000,000 | Each Person*     |

**DEDUCTIBLES:** 

Hangarkeeper's Liability

\$ 5,000

Each Loss\*

☐ Premises Liability

Each claim w

Each claim with respect to Property Damage

Aggregate limits as follows:

Comprehensive General Liability: Not Applicable Completed Operations/Product Liability: \$2,000,000

Personal Injury Liability: \$1,000,000

#### THIS CERTIFICATE HOLDER IS:

| Included as a Loss Payee for Aircraft Physical Damage Coverage, and included as an additional insured.                         |
|--|
| Provided Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured |
| Value.   |

Included as an Additional Insured on Airport Liability Coverage but only with respect to operations of the Named Insured.

Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

#### OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation - ten (10) days for nonpayment of premium - of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. 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, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative, or producer.

OLD REPUBLIC AEROSPACE, INC. Representative:

Agency Name:

Schrager Hampson AV Ins. Agency, LLC

Agency Phone:

603-271-1677

Date: October 21, 2019

1990 VAUGHN ROAD, SUITE 350 KENNESAW, GA 30144 | PH: (770) 590-4950 | FX: (770) 590-0599

<sup>\*</sup>Refer to the Policy; an annual aggregate limit may apply to some coverage(s).

#### OLD REPUBLIC INSURANCE COMPANY

#### ADDITIONAL INSURED

It is agreed that the following is hereby included as an additional "insured" under liability coverages, but only as respects operations of the "Named Insured". This agreement shall not operate to prejudice the Company's rights of recourse against the following as manufacturers, repairers, suppliers or servicing agents where such right of recourse would have existed had this endorsement not been effected under this policy:

State of New Hampshire Department of Transportation Bureau of Aeronautics P.O. Box 483 Concord, NH 03302-04823

The coverage limits afforded hereunder shall be included within and not in addition to the limits applicable to the "named insured".

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective AUGUST 08, 2019 to be attached to and hereby made a part of Policy No. AP 01035307 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: HAMPTON TCB, LLC AND BAKERPROP, LLC

953 ISLINGTON STREET, SUITE 23D PORTSMOUTH NH 03801

Pate of issue 08-08-2019

PA202 (02/05)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2019

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(les) 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 Liberty Mutual Insurance Co. National Insurance East  |   |  |                      |   | CONTACT Valerie Reece   |   |  |                            |                                       |              |              |            |
| 2000 Westwood Dr.  |   |  |                      | PHONE   |   | 513-867-3822  | FAY                                      |                            |                                       |              |              |            |
|  |   | Wausau, WI 54401   |                      |   |   | E-MAIL  |  |                            |                                       |              |              | -          |
|  |   |  |                      |   |   | ADORESS: Oldcastle.certs@LibertyMutual.com INSURER(S) AFFORDING COVERAGE NAIC # |  |                            |                                       | NAIC#        |              |            |
| www  | Lib   | ertyMutual.com   |                      |   |   | INCLIDE   |  |                            | surance Compan                        | v            |              | 23035      |
| INSU   |   |  |                      |   |   |   | -  | Insurance Co               |                                       | <i></i>      |              | 42404      |
| Р  | ke  | Industries, Inc. (020-BEL)   |                      |   |   | INSURE  |  | inipararioo CO             | porudon                               |              |              |            |
| 3  | Eas   | stgate Park Road<br>ont NH 03220   |                      |   |   |   |  |                            | -                                     |              |              |            |
| , D  | 51111   | 0.11.1411 0.3220   |                      |   |   | INSURER D : INSURER E :   |  |                            |                                       |              |              |            |
|  |   |  |                      |   |   | INSURE  |  | -                          |                                       |              |              |            |
| CO   | /ER   | AGES CER   | TIFIC                | CATE  | NUMBER: 51839547  | HVOOTE  |  |                            | REVISION NUM                          | BER:         |              |            |
|  |   | S TO CERTIFY THAT THE POLICIES   |                      |   |   | /E BEE  | N ISSUED TO                              |                            |                                       |              | E POL        | ICY PERIOD |
| IN<br>CI   | DIC/  | ATED. NOTWITHSTANDING ANY RE<br>FICATE MAY BE ISSUED OR MAY I<br>JSIONS AND CONDITIONS OF SUCH | QUIF<br>PERT<br>POLI | REME<br>AIN,<br>CIES.                           | NT, TERM OR CONDITION<br>THE INSURANCE AFFORDI<br>LIMITS SHOWN MAY HAVE | OF AN'<br>ED BY   | Y CONTRACT<br>THE POLICIE<br>REDUCED BY: | OR OTHER I                 | DOCUMENT WITH<br>D HEREIN IS SUE      | RESPEC       | TO Y         | MHICH THIS |
| INSR<br>LTR  |   | TYPE OF INSURANCE  | ADDL                 | SUBR<br>WVD                                     | POLICY NUMBER   |   | POLICY EFF<br>(MM/DD/YYYY)               | POLICY EXP<br>(MM/DD/YYYY) |                                       | LIMITS       | ś            |            |
| A  | /   | COMMERCIAL GENERAL LIABILITY   | /                    |   | TB2-C81-004095-119  |   | 9/1/2019                                 | 9/1/2020                   | EACH OCCURRENC                        |              | \$2,000      | ,000       |
|  |   | CLAIMS-MADE / OCCUR  |                      |   |   |   |  |                            | DAMAGE TO RENTE<br>PREMISES (Ea occur | D<br>rrence) | \$250,0      | 000        |
|  | 7   | Primary/Non-Contributory   |                      |   | XCU Coverage Included   |   |  |                            | MED EXP (Any one p                    |              | \$ 50,00     | 00         |
|  | 7   | Separation of Insured  |                      |   |   |   |  |                            | PERSONAL & ADV II                     | NJURY        | \$2,000,000  |            |
|  | GEN   | L'L AGGREGATE LIMIT APPLIES PER:   |                      |   | •   |   |  |                            | GENERAL AGGREG                        | ATE          | \$2,000,000  |            |
|  |   | POLICY / PRO-  |                      |   |   |   |  |                            | PRODUCTS - COMP                       | OP AGG       | \$ 2,000,000 |            |
|  |   | OTHER:   |                      |   |   |   |  |                            |                                       | ĺ            | \$           |            |
| Α  | AU1   | OMOBILE LIABILITY  | 7                    | <u> </u>  | AS2-C81-004095-129  |   | 9/1/2019                                 | 9/1/2020<br>9/1/2020       | COMBINED SINGLE LIMIT \$2,000,000     |              | ,000         |            |
|  | /   | ANY AUTO   | *                    |   |   |   |  |                            | BODILY INJURY (Per person) \$         |              |              |            |
| Α  |   | OWNED SCHEDULED AUTOS ONLY   |                      |   | AS2-C81-054502-529  |   | 9/1/2019                                 |                            | BODILY INJURY (Pe                     |              | \$           |            |
|  | AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY        |  |                      | Physical Damage only:<br>Comprehensive Ded \$10 |   |   | ,  |                            | PROPERTY DAMAG<br>(Per accident)      | E            | \$           |            |
|  | _   | 70.00 01.2   |                      |   | Collision Ded \$10,000  |   |  |                            |                                       |              | \$           |            |
|  |   | UMBRELLA LIAB OCCUR  |                      |   |   |   |  |                            | EACH OCCURRENC                        | E            | \$           |            |
|  |   | EXCESS LIAB CLAIMS-MADE  |                      |   |   |   |  |                            | AGGREGATE                             |              | s            |            |
|  |   | DED RETENTION\$  | 1                    |   |   |   |  |                            |                                       |              | \$           |            |
| В  |   | KERS COMPENSATION  |                      |   | WA7-C8D-004095-029  | 9/1/2019  | 9/1/2019                                 | 1/2019 9/1/2020            | ✓ PER<br>STATUTE                      | OTH-<br>ER   |              |            |
|  | ANY   | PROPRIETOR/PARTNER/EXECUTIVE Y/N   | N/A                  |   | All except OH, ND, WA, W  | M   |  |                            | E.L. EACH ACCIDEN                     | т            | \$ 1,000     | ,000       |
| В  | (Mar  | FFICER/MEMBER EXCLUDED?  |                      | 1 1   | WC7-C81-004095-019  |   | 9/1/2019                                 | 9/1/2020                   | E.L. DISEASE - EA E                   | MPLOYEE      | \$ 1.000     | 0.000      |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below WI, MN |  | )                    |   | 5/112515  | O, TIEDEO   | E.L. DISEASE - POLI                      | CY LIMIT                   | \$1,000                               | ,000         |              |            |
|  |   |  |                      |   | 1   |   |  | (                          |                                       |              |              | ·          |
|  |   |  |                      | 1   |   |   |  |                            |                                       |              |              |            |
|  |   | ,  |                      |   |   |   |  |                            |                                       |              |              |            |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)   |   |  |                      |   |   |   |  |                            |                                       |              |              |            |
| RE: Project: AIM Grant Application State of New Hampshire-DOT Bureau of Aeronautics is listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.           |   |  |                      |   |   |   |  |                            |                                       |              |              |            |
|  |   |  |                      |   |   |   |  |                            |                                       |              |              |            |
| CE   | CERTIFICATE HOLDER CANCELLATION                               |  |                      |   |   |   |  |                            |                                       |              |              |            |
| VE   | <u>, 111</u>  | TORTE HOLDER   |                      |   |   | 27114   |  |                            |                                       |              |              |            |
| 0  | oto   | of New Hampshire-DOT   |                      |   |   | SHO   | ULD ANY OF                               | THE ABOVE D                | ESCRIBED POLICI                       | ES BE CA     | NCELL        | ED BEFORE  |

| State of New Hampshire-DOT Bureau of Aeronautics PO Box 483 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|---|--|
| Concord NH 03302  | AUTHORIZED REPRESENTATIVE  Valerie Reece  Valerie Reece  |
|   | @ 4000 COAF A CODD CODDODATION AN Exchange   |

© 1988-2015 ACORD CORPORATION. All rights reserved.



#### STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS P.O. BOX 483 CONCORD NEW HAMPSHIRE 03302-0483

|           | For NHDOT Office Use Only              |
|-----------|--|
| Grant Ap  | olication Received 23 5/24/19          |
| Grant Off | erissued CVEM 1500                     |
| Signed C  | ant Angement Cost and The State of the |
| Per Mar   |  |

#### GRANT APPLICATION FOR NEW HAMPSHIRE AIM PROGRAM

| GI.   | AND WITHCHIOME                                   | OK NE               | W HAMPSHIRE AIM PROGRAM  |
|---|--|---------------------|--|
| Sponsor/Owner Name: Ha                                | mpton TCB LLC                                    |                     | Airport Name: Hampton Airfield 7B3                                       |
| Mailing Address:                                      | _ :  |                     |  |
| 953 Islington St, Suite 23                            | n  |                     |  |
| City: Portsmouth                                      | <u>,                                      </u>   |                     | Zip Code:03801   |
|   |  | ,                   | 21p Code: 03001  |
| Project Summary:                                      |  | <del></del>         |  |
| Project Title:  | Paving and Drainage Pr                           | roject              |  |
| Project Summary:<br>Attach additional pages if needed | To excavate, regrade, a safety and access to the |                     | 8 drainage structures and new pavement to improve both taxiway system    |
|   | Airport Direct Adminis                           | tration:            |  |
| •   | Airport Consulting:                              | ,                   |  |
| Expenses:   | Construction:                                    |                     | \$198,466.25   |
| l   | Equipment:                                       |                     |  |
| 1   | Property Acquisition:                            |                     |  |
|   | Total of Above Expen                             | se:                 | \$198,466.25   |
| NH DOT Share: 60 γ.                                   | \$158,773.00                                     | WL                  |  |
| Airport Share: 20 7.                                  | \$39,693.25                                      | W/-                 |  |
| Total Cost:   | \$198,466.25                                     | 15/2                |  |
| Copy of Bid/Qu  | ote attached:                                    |                     | ☐ Attached   |
| Project Sketch  | n attached:                                      | <del></del>         | ☑ Attached   |
| Environmental Rev                                     | iew Completed:                                   |                     | ☑ Completed □ N/A  |
| Completed Purchase an                                 | d Sales Agreement:                               |                     | ☐ Completed ☑ N/A  |
|   | CEDTIEIC   |                     | LOE CRONCOR  |
| The foregoing information is project.                 | s true and correct, and I ag                     | ATTON<br>gree to co | OF SPONSOR comply with any resulting terms if I accept an award for this |
| Signature: Spansor/Ou                                 | vner of Airport                                  | Title               |  |
| inted Name (1c, ret                                   | Date: $\frac{5}{29}/2019$                        |                     |  |
| VIOL OF   | Miller   |                     | Date   |

NHDOT Form: 5550 (Rev: March 15, 2019)

