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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Aeronautics
November 2, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20 and 2020-21 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to accept and expend Coronavirus Aid, Relief and Economic Security (CARES) Act grant funds in the amount of \$14,866.02, or 10% of the total project amount, to issue a Task Order #4 to Jacobs Engineering Group, Inc. (Vendor # 176231). The CARES Act funding is administered via the Federal Aviation Administration (FAA), to cover 10% of the FAA, Airport Improvement Program (AIP) project to the NHDOT, Bureau of Aeronautics effective through July 17, 2023. 100% Federal Funds.

Funds are to be budgeted in account 04-096-096-964010-2021, Department of Transportation, Federal Local Projects as follows:

	Current Budget FY2021	Requested Change	Revised Budget FY2021
04-096-096-964010-2021			
Federal Local Projects			
Expenses:			
018 500106 Overtime	\$10,000	\$0	\$10,000
060 500601 Benefits	\$1,958	0	\$1,958
072 509073 Grants Federal	\$16,154,729	\$14,867	\$16,169,596
Total	\$16,166,687	\$14,867	\$16,181,554
Source of Funds			
Revenue:			
000 404218 Federal Funds	\$16,166,687	\$14,867	\$16,181,554
Total	\$16,166,687	\$14,867	\$16,181,554

The total amount of Task Order #4 is \$148,660.23.

A portion of the funds, \$133,794.21, 90% of the cost for this airport planning project was budgeted in the Capital Budget, HB 25 2015, 220:1 XVI-A1. Task Order #4 will be conducted under the Jacobs Engineering Group, Inc. on-call agreement approved by Governor and Council on October 5, 2016, Item #17 (attached). The Jacobs

Engineering Task Order #4 will conduct Pavement Condition Index (PCI) surveys for 9 general aviation airports statewide.

EXPLANATION

The following FAA State Block Grants have been awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-030-2019	\$2,105,194.00
3-33-SBGP-031-2020	\$2,333,292.00

A total of \$133,794.21 (90% of the Task Order project cost) is proposed from the grants listed above for this airport planning project (Task Order #4 copy attached), to complete PCI surveys of 9 general aviation airports statewide from previously budgeted funds (HB 25 2015, 220:1 XVI-A1) and the remaining \$14,866.02 (10% of the Task Order project costs) is proposed from the grant listed above (3-33-SBGP-031-2020) containing CARES Act funding for airport improvements.

NHDOT, Bureau of Aeronautics manages and maintains pavement data for all State Block Grant Airports (9) in the state. It has been 8 years since a comprehensive PCI survey was conducted. Airport pavements continue to age each year and many significant airport pavement improvements have taken place since the last survey was conducted. The Department currently uses the United States Army Corp of Engineers' MicroPAVER software to manage the pavement data collected. In addition to collecting PCI survey data, this Task Order will evaluate a new PCI data management system that was developed by the FAA. This Task Order will evaluate both data management systems to determine which system is the most suitable to be used by the Department in the future. In addition, one airport will be selected to evaluate PCI data collected using American Society for Testing and Materials (ASTM) D5340 methods verses PCI data collected with an Unmanned Aircraft System (UAS-drone).

This task order will be the 4th Task Order issued under this Jacobs Engineering on-call agreement with costs not to exceed \$500,000. The current Task Orders for this on-call agreement are as follows:

Task Order #1- Pavement Paint Evaluation	\$ 56,408.00
Task Order #2- Approach Plan Maps	\$ 35,285.00
Task Order #3- ARFF Design Burn Pit Improvements	\$162,139.82
Task Order #4- PCI Surveys	<u>\$148,660.23</u>
Total	\$402,493.05

Amount available in contract after Task Order #4 \$97,506.95

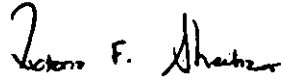
The Department of Transportation accepts the Federal Funds for this project to conduct the PCI Surveys in accordance with RSA 422:15.

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

The Governor approved this accept and expend on October 27, 2020 (attached).

Source of Funds: 100% Federal Funds from the Federal Aviation Administration.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

VFS/tls
Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

October 13, 2020
Bureau of Aeronautics

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to accept and expend Coronavirus Aid, Relief and Economic Security (CARES) Act grant funds in the amount of \$14,866.02, or 10% of the total project amount, to issue a Task Order #4 to Jacobs Engineering Group, Inc. (Vendor # 176231). The CARES Act funding is administered via the Federal Aviation Administration (FAA), to cover 10% of the FAA, Airport Improvement Program (AIP) project to the NHDOT, Bureau of Aeronautics effective upon Governor approval through July 17, 2023. 100% Federal Funds.

Funds are to be budgeted in account 04-096-096-964010-2021, Department of Transportation, Federal Local Projects as follows:

Table with 4 columns: Account Number, Current Budget FY2021, Requested Change, Revised Budget FY2021. Rows include Federal Local Projects, Expenses (Overtime, Benefits, Grants Federal, Total), and Source of Funds (Federal Funds, Total).

The total amount of Task Order #4 is \$148,660.23.

A portion of the funds, \$133,794.21, 90% of the cost for this airport planning project was budgeted in the Capital Budget, HB 25 2015, 220:1 XVI-A.1. Task Order #4 will be conducted under the Jacobs Engineering Group, Inc. on-call agreement approved by Governor and Council on October 5, 2016, Item #17 (attached). The Jacobs Engineering Task Order #4 will conduct Pavement Condition Index (PCI) surveys for 9 general aviation airports statewide.

EXPLANATION

The following FAA State Block Grants have been awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-030-2019	\$2,105,194.00
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NHDOT, Bureau of Aeronautics manages and maintains pavement data for all State Block Grant Airports (9) in the state. It has been 8 years since a comprehensive PCI survey was conducted. Airport pavements continue to age each year and many significant airport pavement improvements have taken place since the last survey was conducted. The Department currently uses the United States Army Corp of Engineers' MicroPAVER software to manage the pavement data collected. In addition to collecting PCI survey data, this Task Order will evaluate a new PCI data management system that was developed by the FAA. This Task Order will evaluate both data management systems to determine which system is the most suitable to be used by the Department in the future. In addition, one airport will be selected to evaluate PCI data collected using American Society for Testing and Materials (ASTM) D5340 methods verses PCI data collected with an Unmanned Aircraft System (UAS-drone).

This task order will be the 4th Task Order issued under this Jacobs Engineering on-call agreement with costs not to exceed \$500,000. The current Task Orders for this on-call agreement are as follows:

Task Order #1- Pavement Paint Evaluation	\$ 56,408.00
Task Order #2- Approach Plan Maps	\$ 35,285.00
Task Order #3- ARFF Design Burn Pit Improvements	\$162,139.82
Task Order #4- PCI Surveys	<u>\$148,660.23</u>
Total	\$402,493.05

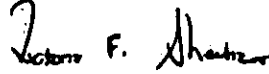
Amount available in contract after Task Order #4 \$97,506.95

The Department of Transportation accepts the Federal Funds for this project to conduct the PCI Surveys in accordance with RSA 422:15.

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

Source of Funds: 100% Federal Funds from the Federal Aviation Administration.

Sincerely,



Victoria F. Sheehan
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, and 2020-20 and suspend the Manual of Procedures 150, V., 5., requirement.

10.27.20

Date



Name: Governor Christopher T. Sununu

VFS/tisl
Attachments

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
INTER-DEPARTMENT COMMUNICATION**

FROM: Name: Carol L. Niewola, PE, CM DATE: October 2, 2020
Title: Senior Aviation Planner

OFFICE: Bureau of Aeronautics

SUBJECT: Request Approval of Statewide Project Record of Negotiations for Task Order

TO: William Cass, PE THROUGH: Tricia L. Schoeneck Lambert, Administrator
Assistant Commissioner Patrick C. Herlihy, Director

RETURN TO: William Oldenburg, PE FILE: Consultant Selection File in Aeronautics
Chairman, Consultant Selection Committee

The following airport consultant has submitted scope of work and fee proposal for review and approval by the NHDOT. This project scope, fee, and schedule has undergone review by the Bureau of Aeronautics for compliance with FAA consultant selection and project scoping standards as identified below.

Airport Consultant Name: Jacobs Engineering Group, Inc.

Proposed Project Title: Prepare Pavement Condition Surveys of 9 General Aviation Airports

Purpose/Justification/Description of Project:

<u>Purpose:</u>	Conduct Pavement Condition Index Surveys at 9 General Airports in New Hampshire
<u>Justification:</u>	It's been 8 years since the State Block Grant Program's last comprehensive PCI survey. Many significant airfield pavement improvements have taken place in the interim and FAA's developed a new PCI management program that competes with the UASCOE's MicroPAVER program; this project will evaluate both programs and provide the deliverables in the selected program. One airport has been selected to compare ASTM PCI data collection vs. unmanned aircraft system PCI data collection and a white paper will be developed. An on-line, interactive PCI dataset will be developed in GIS form and coordinated with NHDOT/GIS staff. This data is needed for project funding prioritization and programming efforts.
<u>Description:</u>	PCI data in selected program; white paper on ASTM vs. UAS; on-line interactive GIS tool.

Based on NHDOT/Bureau of Aeronautics' review, the work effort for this project is deemed [check all that apply]:

- Project is AIP eligible. List all AIP-ineligible items below (if any):
- Fee is reasonable.
- | | | |
|-----------------------------------|--|--|
| Consultant's Fee Proposal: | \$148,660.23 | |
| Independent Fee Estimate: | \$160,586.00 | |
| Difference (cost and percentage): | \$11,925.77 7.7% | |
- Fee is appropriate for the identified scope of work. Date of final Scope and Fee: 1/28/2020
- Fee is necessary to accomplish project goals.

This project will be implemented through the Bureau of Aeronautics' Statewide Aviation System Planning & Engineering Services Master Agreement.

Consultant Master Agreement Terms: End Date: 6/1/2021 Max. Consultant Costs: \$500,000.00

Previous Task Order #1 Consultant Costs:	\$56,408.00
Previous Task Order #2 Consultant Costs:	\$35,285.00
Previous Task Order #3 Consultant Costs:	\$162,139.82
Remaining Consultant Costs Available for this Project:	\$246,167.18

Overall, the Consultant accurately described the work required to complete this assignment within the anticipated schedule. The Bureau of Aeronautics negotiated with the consultant and made appropriate adjustments to the work hour levels to reflect the Bureau of Aeronautics' expected project emphasis. Below is a comparison of the negotiated, final fee proposal compared to the independent fee estimate (IFE) prepared by the Bureau of Aeronautics:

Work Tasks	Consultant Final Fee Proposal	IFE
	Project Work Hours	Project Work Hours
Task 1: Data Collection	156	146
Task 2.1: Field Survey (visual survey)	336	338.5
Task 2.2: Field Survey (UAS survey)	50	56
Task 3.1: Data Reduction/Report (visual survey)	129	177
Task 3.2: Data Reduction/Report (UAS survey)	134	200
Task 4: Develop Web-GIS Output	44	74.5
Task 5: Project Administration	187	180.5
Total Work Hours	1,036	1,173
Direct Labor + 109.28% Overhead + 10% Profit	\$100,838.08	\$113,123.10
Direct Expenses	\$2,453.15	\$2,093.90
Subconsultants	\$45,369.00	\$45,369.00
Cost-Plus-Fixed-Fee-Not-to-Exceed Totals	\$148,660.23	\$160,586.00
RECOMMENDED TASK ORDER FEE	\$148,660.23	

Listing of other considerations (is project lump sum or cost-plus fixed fee not to exceed, what this the negotiated/recommended task order amount):

Project is recommended to be cost-plus-fixed-fee-not to exceed \$148,660.23 for this task order.

The negotiated, final fee proposal of **\$148,660.23** is considered reasonable and commensurate with the expertise required for completing this project. The Bureau of Aeronautics respectfully requests approval for the consultant to complete the above-referenced assignment based on the final scope of work and fee.

Please feel free to contact us should you have any questions or if additional information is needed.

cc: (After Approval) Carol L. Niewola, PE, CM (Bureau of Aeronautics) and Kevin Nyhan (Bureau of Environment)
 Enc: final scope and fee; IFE/IGE



U.S. Department
of Transportation
Federal Aviation
Administration

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT**

PART I – OFFER

Date of Offer	<u>JUN 12 2019</u>
Block Grant Number	<u>N/A</u>
AIP Grant Number	<u>3-33-SBGP-030-2019</u>
DUNS Number	<u>808591697</u>

TO: State of New Hampshire
(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated April 30, 2019 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out grant administrative responsibilities for airport planning, development and noise program implementation projects conforming to 49 U.S.C § 47102 and 49 U.S.C. § 47504-47505 as applicable (herein called the "projects"), at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition), and acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$ 2,105,194.

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

CONDITIONS

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project 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 (2 CFR § 200.343).

The State must include a period of performance requirement, including start and end dates, in all sub-awards (subgrants) made under this grant agreement. The State must establish subaward period of performance dates in a manner that allows the State to meet the closeout deadline for this agreement, taking into account the time necessary to closeout all sub-awards covered by this agreement.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.
2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (4/18/2019).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the Indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's 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.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State 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 State.
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 projects unless this offer has been accepted by the State **on or before July 19, 2019** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State 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 in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State 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 State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
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 that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.** \$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:
 - EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000
 - ASH, Boire Field, Nashua, NH, \$150,000
 - LCI, Laconia Municipal Airport, Gilford, NH, \$150,000
 - DAW, Skyhaven Airport, Rochester, NH, \$150,000
 - HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000
 - CNH, Claremont Municipal Airport, Claremont, NH, \$150,000
 - CON, Concord Municipal Airport, Concord, NH, \$150,000
 - BML, Berlin Regional Airport, Milan, NH, \$150,000

5B9, Dean Memorial Airport, North Haverhill, NH, \$150,000

13. State Apportionment.

\$755,194 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons.

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 2. Procure a commercial sex act during the period of time that this award is in effect; or
 3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. 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 Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

15. 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 State and subrecipients are 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:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
- 16. Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
- 17. Audits for Public Sponsors.**
- A. Provide for an audit in accordance with 2 CFR § 200.501.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
 - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
- 18. Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an Ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.

19. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State 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. Requirement for Data Universal Numbering System (DUNS) Numbers:
1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.

20. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

21. Reporting Subgrants and Executive Compensation.

- A. State Reporting Requirements of Subgrants.
1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsr.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The State must report its executive total compensation:
- a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
- a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
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2. The subrecipient must report subrecipient executive total compensation:
- a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
- If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
- 1. Subgrants, and

2. The total compensation of the five most highly compensated executives of any subrecipient.
- 22. Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
- 23. Buy American Requirement.**
- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does 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 airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
- 24. Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
- 25. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), 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 office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - C. 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.
 - D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

- E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
 - F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
26. **Land Acquisition.** The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.
- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."
27. **2018 FAA Reauthorization.** 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 on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Ms. Gall Lattrell

(Typed Name)

Deputy Director, Airports Division

(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant 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 terms and Conditions in this Offer and in the Block Grant Application.

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

Executed this 19th day of June, 2019.

State Of New Hampshire

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

Patrick C. Herlihy

(Typed Name of Sponsor's Designated Official Representative)

Title:

Director of Aeronautics, Rail & Transit

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Allison Greenstein, acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State 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 State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 25th day of June, 2019.

By:

Allison B. Greenstein

(Signature of Sponsor's Attorney)

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



U.S. Department
of Transportation
Federal Aviation
Administration

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT**

PART I – OFFER

Federal Award Offer
Date July 17, 2020

Block Grant Number N/A

AIP Grant Number 3-33-SBGP-031-2020

Unique Entity Identifier 808591697

TO: State of New Hampshire
(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated May 22, 2020 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out grant administrative responsibilities for airport planning, development and noise program implementation projects conforming to 49 U.S.C § 47102 and 49 U.S.C. § 47504-47505 as applicable (herein called the "projects"), at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated February 2020, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition), and acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$2,333,292.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project 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 (2 CFR § 200.343).

The State must include a period of performance requirement, including start and end dates, in all sub-awards (subgrants) made under this grant agreement. The State must establish subaward period of performance dates in a manner that allows the State to meet the closeout deadline for this agreement, taking into account the time necessary to closeout out all sub-awards covered by this agreement.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (4/19/2018).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's 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.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State 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 State.
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 projects unless this offer has been accepted by the State **on or before August 17, 2020** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State 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 in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State 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 State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
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 that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.** \$1,350,000 of the total maximum obligation identified on Page Two of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000

ASH, Boire Field, Nashua, NH, \$150,000

LCI, Laconia Municipal Airport, Gilford, NH, \$150,000

DAW, Skyhaven Airport, Rochester, NH, \$150,000
HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000
CNH, Claremont Municipal Airport, Claremont, NH, \$150,000
CON, Concord Municipal Airport, Concord, NH, \$150,000
BML, Berlin Regional Airport, Milan, NH, \$150,000
SB9, Dean Memorial Airport, North Haverhill, NH, \$150,000

13. State Apportionment.

\$749,963 of the total maximum obligation identified on Page Two of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons.

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 2. Procure a commercial sex act during the period of time that this award is in effect; or
 3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. 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 Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

15. 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 State and subrecipients are 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:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.

16. Runway Safety Area Determination. The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".**17. Audits for Public Sponsors.**

- A. Provide for an audit in accordance with 2 CFR § 200.501.
- B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
- C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.

18. Suspension or Debarment. The State must:

- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
- B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

- c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 19. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State 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/SAM/pages/public/index.jsf>.
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.
- 20. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 21. Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.
 - 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 - 2. The State must report each subgrant to <http://www.fsr.gov>.
 - 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 - 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
 - B. State Reporting Total Compensation of State Executives.
 - 1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;

- b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
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- 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
 - 1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
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 - 2. The subrecipient must report subrecipient executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions

If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

1. Subgrants, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
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23. **Buy American Requirement.**
- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does 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 airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
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- A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
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 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 office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
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 - B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - C. 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.

- D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
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27. **2018 FAA Reauthorization.** 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 on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Gail Lattrell
Gail Lattrell (Jul 17, 2020 11:18 EDT)

(Signature)

Gail Lattrell

(Typed Name)

Director, Airports Division

(Title)

PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant 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 terms and Conditions in this Offer and in the Block Grant Application.

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

Dated July 17, 2020

State of New Hampshire

(Name of Sponsor)

Patrick C. Herlihy

Patrick C. Herlihy (Jul 17, 2020 13:24 EDT)

(Signature of Sponsor's Authorized Official)

By: Patrick C. Herlihy

(Typed Name of Sponsor's Authorized Official)

Title: Director of Aeronautics, Rail and Transit

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF STATE'S ATTORNEY

I, Allison B Greenstein, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the State 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 State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at July 17, 2020

By: Allison B Greenstein
Allison B Greenstein (Jul 17, 2020 14:07 EDT)

(Signature of Sponsor's Attorney)



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



17

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Aeronautics
August 22, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Jacobs Engineering Group, Inc., Bedford, NH and Pasadena CA, Vendor #176231, for a total amount not to exceed \$500,000, for on-call aviation planning, engineering, and technical support services for various aviation projects statewide, effective upon Governor and Council approval through July 1, 2021. 90% Federal Funds, 10% General Funds.

Funds to support this request are available in the following account in State FY 2017, and are contingent upon the availability and continued appropriation of funds in FY 2018 and FY 2019, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
04-096-096-960030-7976			
FAA Projects			
034-500152 Design/Study	\$50,000	\$250,000	\$200,000

The FAA Projects Fund, AU 7976, is utilized at this time to encumber funds for this request. Actual funding sources will be determined within Fund 30 by each particular project incurring expenses as a result of this request.

EXPLANATION

The Department's Bureau of Aeronautics requires on-call aviation planning, engineering, and technical support services for various aviation projects located throughout the State. Anticipated service needs could consist of: (1) continuing the existing pavement maintenance and evaluation program at the nine general-aviation airports in the NPIAS program, (2) implementing the recommendations from the New Hampshire State Aviation System Plan, (3) updating or development of the software for the state aviation system database, (4) aircraft rescue and firefighting facility or system improvements, (5) various environmental studies serving the needs of New Hampshire's NPIAS airports, (6) obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports, (7) technical writing assignments that may include preparation of reports, specifications, procedures, etc. (8) assisting the Department in the public involvement process, and/or (9) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Statewide On-Call Aviation Planning and Engineering Services. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on February 11, 2016, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on March 10, 2016 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on March 28, 2016 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on May 12, 2016 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of seven consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

Airport Solutions Group, LLC
 DuBois & King Inc.
 Gale Associates, Inc.
Hoyle, Tanner & Associates, Inc.
Jacobs Engineering Group Inc.
 McFarland-Johnson, Inc.
 Stantec Consulting Services Inc.

Office Location

Burlington, MA
 Laconia, NH
 Bedford, NH
Manchester, NH
Bedford, NH
 Concord, NH
 Scarborough, ME

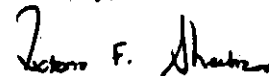
The firm of Jacobs Engineering Group, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Jacobs Engineering Group, Inc. has agreed to furnish the on-call services for a total amount not to exceed \$500,000. The cost for Specific Project Agreements assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Aviation System Planning & Engineering Services) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



Victoria F. Sheehan
 Commissioner

Attachments

PROJECT: Statewide On-Call Aviation Planning and Engineering Services

DESCRIPTION: One Statewide On-Call Aviation Planning and Engineering Services agreement, anticipated to have a maximum value of \$500,000 and up to a five-year term, is needed to provide aviation planning and engineering services for various aviation projects located throughout the State. Anticipated service needs could consist of: a continuation of the existing pavement maintenance and evaluation program at the nine general-aviation airports in the NPIAS program, an implementation of the recommendations from the New Hampshire State Aviation System Plan, update or development of the software for the state aviation system database, aircraft rescue and firefighting facility or system improvements, various environmental studies serving the needs of New Hampshire's NPIAS airports; obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports, and/or any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities technical writing assignments that may include preparation of reports, specifications, procedures, etc. assist the Department in the public involvement process.

Services Required: AERO, AMAP, CIVL, CMGT, ELEC, ENV, GEOT, MECH, PLAN, SOFT, SURV, TEST

SUMMARY

Airport Solutions Group, LLC	3	3	3	3	3	3			18
Hoyle, Tanner & Associates, Inc.	2	2	2	2	2	1			11
Jacobs Engineering Group, Inc.	1	1	1	1	1	2			7

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	WEIGHT	Scoring of Firms		
		Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	18	18	18
Clarity of the Proposal	20%	16	17	17
Capacity to Perform in a Timely Manner	20%	17	17	18
Quality & Experience of Project Manager/Team	20%	16	18	20
Previous Performance	10%	7	9	10
Overall Suitability for the Assignment*	10%	7	8	9
Total	100%	81	87	92

*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; retail municipalities or other third party.

- Ranking of Firms:
- Jacobs
 - HTA
 - ASG

Rating Considerations	WEIGHT	Scoring of Firms		
		Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	17	18	19
Clarity of the Proposal	20%	17	17	17
Capacity to Perform in a Timely Manner	20%	19	20	20
Quality & Experience of Project Manager/Team	20%	17	19	19
Previous Performance	10%	7	9	10
Overall Suitability for the Assignment*	10%	9	10	10
Total	100%	85	93	95

*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; retail municipalities or other third party.

- Ranking of Firms:
- JACOBS
 - HTA
 - ASG

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	WEIGHT	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	16	18	15
Clarity of the Proposal	20%	15	17	17
Capacity to Perform in a Timely Manner	20%	18	17	18
Quality & Experience of Project Manager/Team	20%	16	15	19
Previous Performance	10%	6	8	9
Overall Suitability for the Assignment*	10%	7	9	9
Total	100%	73	87	90

*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; related municipalities or other third party.

- Ranking of Firms:
1. *HTA*
 2. *ATA*
 3. *ARG*

Rating Considerations	Scoring of Firms			
	WEIGHT	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	16	17	18
Clarity of the Proposal	20%	15	15	15
Capacity to Perform in a Timely Manner	20%	17	18	18
Quality & Experience of Project Manager/Team	20%	18	18	19
Previous Performance	10%	7	7	8
Overall Suitability for the Assignment*	10%	6	7	8
Total	100%	79	82	86

*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; related municipalities or other third party.

- Ranking of Firms:
1. *Jacobs*
 2. *HTA*
 3. *ASG*

Rating Considerations	Scoring of Firms			
	WEIGHT	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	15	15	18
Clarity of the Proposal	20%	16	15	18
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	18	18
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	7	8	9
Total	100%	84	89	90

*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; related municipalities or other third party.

- Ranking of Firms:
1. *Jacobs Engineering Group, Inc*
 2. *Hoyle, Tanner & Associates, Inc*
 3. *Airport Solutions Group, LLC*

Rating Considerations	Scoring of Firms			
	WEIGHT	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	18	17	17
Clarity of the Proposal	20%	16	18	17
Capacity to Perform in a Timely Manner	20%	17	18	18
Quality & Experience of Project Manager/Team	20%	19	17	17
Previous Performance	10%	6	8	9
Overall Suitability for the Assignment*	10%	9	9	8
Total	100%	85	87	86

*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; related municipalities or other third party.

- Ranking of Firms:
1. *HTA*
 2. *Jacobs*
 3. *ASG*

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Jacobs Engineering Group Inc.			3. YEAR ESTABLISHED 2008 (See Box 8a-8c below)	4. DUNS NUMBER 809215697
2b. STREET 2 Executive Park Drive			5. OWNERSHIP	
2c. CITY Bedford	2d. STATE NH	2e. ZIP CODE 03110	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Robert R. Prud'homme, PE; Senior Project manager			b. SMALL BUSINESS STATUS No	
6b. TELEPHONE NUMBER 603-666-7181		6c. E-MAIL ADDRESS Robert.Prudhomme@jacobs.com		
8a. FORMER FIRM NAME(S) (if any) Edwards and Kelcey, Inc. (Acquired by Jacobs in 2007) Jacobs Engineering Group Inc. (Company Headquarters)			8b. YR. ESTABLISHED 1946 1947	8c. DUNS NUMBER 964892384 074103508



12-10-15

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
08	CADD Technician	241	1	A05	Airports; Navalds; Airport Lighting; Aircraft	1
12	Civil Engineers	599	9	A06	Airports; Terminals; & Hangars; Freight	4
13	Communications Engineer	13	0	B02	Bridges	2
15	Construction Inspectors	186	2	C12	Communications Systems; TV; Microwave	2
16	Construction Managers	1001	1	C15	Construction Management	1
18	Cost Engineers/Estimators	382	0	D04	Design-Build - Preparation of RFPs	1
20	Economists	25	0	E03	Electrical Studies and Designs	2
21	Electrical Engineers	1225	2	E09	Environmental Impact Studies, Assessments	3
22	Electronics Engineers	312	0	E10	Environmental & Natural Resource Mapping	1
23	Environmental Engineers	142	2	G01	Garages; Vehicle Maint Facilities; Parking	1
24	Environmental Scientists	129	0	H07	Highways; Streets; Airfield Paving; Parking	5
27	Foundation/Geotechnical Engrs	14	0	I04	Intelligent Transportation Systems	1
29	GIS Specialists	9	0	L06	Lighting (Exteriors; Streets; Memorials; Etc.)	1
42	Mechanical Engineer	1683	0	P05	Planning (Community; Regional; Area-wide &	1
47	Planners: Urban/Regional	109	2	P06	Planning (Site; Installation and Project)	1
48	Project Managers	427	0	R03	Railroad and Rapid Transit	1
54	Security Specialist	12	0	R06	Rehabilitation (Buildings; Structures;	1
57	Structural Engineers	728	3	S01	Safety Engineering, Accident Studies; OSHA	1
60	Transportation Engineers	204	1	S05	Soils and Geologic Studies; Foundations	1
61	Value Engineers	7	0	S09	Structural Design; Special	2
	Other Employees	56324	16	S13	Stormwater Handling & Facilities	1
	Total	63772*	37*	T03	Traffic & Transportation Engineering	1
				T06	Tunnels & Subways	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than \$100,000	6. \$2 million to less than \$5 million
2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE November 19, 2015
NAME AND TITLE Robert R. Prud'homme, PE, Senior Project Manager	

**STATEWIDE ON-CALL
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

**MASTER AGREEMENT
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ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

**STATEWIDE ON-CALL SERVICES
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

**MASTER AGREEMENT
FOR PROFESSIONAL
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

PREAMBLE

THIS AGREEMENT made this 16 day of June in the year 2016 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Jacobs Engineering Group, Inc., with principal place of business at 2 Executive Park Drive, in the City of Bedford, State of New Hampshire, and hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call aviation system planning and engineering services and support for various aviation projects throughout the STATE. These services are outlined in the CONSULTANT's technical proposal dated April 29, 2016 and hourly rate schedule provided in Exhibit "B" of this AGREEMENT, which are hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to the following:

Provide aviation planning and engineering services for various aviation projects or phases of projects that are expected to include, but not be limited to, updating/upgrading pavement maintenance and evaluation program; update or development of software or data for New Hampshire's aviation system database; update for New Hampshire's state aviation system plan or portions thereof; improving New Hampshire aircraft rescue and firefighting training facility; preparing various environmental studies and obstructions studies; and other federally funded projects that may arise as a result of changes to the NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

B. SCOPE OF WORK

The scope of work for this master AGREEMENT is set forth in Exhibit "A" attached hereto and incorporated herein by reference. SPECIFIC PROJECT AGREEMENTS will be issued subsequent to this master AGREEMENT as funding for these projects becomes available.

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT (refer to Exhibit "B" attached hereto). The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed substitutions, for review by the DEPARTMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply

ARTICLE I

with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT's proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT's proposal by the DEPARTMENT and FAA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish information and documentation upon request by the CONSULTANT.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

The CONSULTANT shall be available to begin performance of the services designated in the AGREEMENT promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. The CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT's control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT's requirements for specific Task Orders.

The CONSULTANT's sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

ARTICLE I

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The schedule for submission of all reports, plans, and documents will be determined and outlined in conjunction with each project-specific scope of work and project agreement. Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review.

The CONSULTANT's Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports, and any other documents, as appropriate, to be submitted to the DEPARTMENT. These stamps shall be those of professional engineers who prepared said plans, reports, or documents, or under whose direct supervisory control they were prepared.

I. DELIVERABLES

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version only as it applies to Autodesk's AutoCAD files (the DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/). All files submitted must be fully compatible with AutoCAD version 2007 being used by the DEPARTMENT.

ARTICLE I

Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing: Microsoft Word 2010 or NHDOT compatible version

Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version

Databases: Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

Computer File Exchange Media: Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

Copies: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., AutoCAD (*.DWG), Microsoft Word (*.DOCX), Microsoft Excel (*.XLSX), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, (including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is July 1, 2021, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$500,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$500,000.00 total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this AGREEMENT will either be a Modified Cost-Plus-Fixed-Fee (not to exceed) format with method of payment as described in Section C, below, or a Lump-Sum format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

The following costing items are incorporated as part of this AGREEMENT:

1. Task Order Cost - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

Labor Costs (Sum of negotiated hours x contract labor rates)
+ Fixed Fee (negotiated amount)
+ Direct Expenses (estimated amount)
+ Subconsultant Costs (estimated amount or lump sum)

= Task Order Cost

2. Contract Labor Rates - The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

Direct Labor Rate (\$/hr)
+ Direct Labor Rate x Overhead Rate (%)

= Contract Labor Rate (\$/hr) for Base Period (CLRBP)

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*
*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

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subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT's Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. See Exhibit B for a listing of the agreed upon direct labor and Contract Labor Rates for this AGREEMENT. In the event the DEPARTMENT modifies its maximum allowable direct labor rate policy during the course of this contract, the DEPARTMENT, at its discretion, can allow the modified maximum labor rate.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.
4. **Overhead Factor** - The negotiated overhead factor shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit. The negotiated overhead factor used in this AGREEMENT is listed in Exhibit "B" herein.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or

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amended number of hours.

6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** - Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

E. SUBCONSULTANT SUPPORTING SERVICES

The subconsultant firms and their proposed services are included in this AGREEMENT are listed in Exhibit C of this AGREEMENT.

F. INVOICING and PAYMENT

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost-plus-fixed-fee format);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)
- (g) Percentage of contract complete

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The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format Task Order shall be based upon the overall percentage complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

G. RECORDS - REPORTS

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Aviation Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with this AGREEMENT including the recording and filing of surveys and plans, enter into all necessary agreements with railroads, public entities, municipalities, agencies of the federal government or others.

B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities and unit cost by items, the DEPARTMENT will prepare the documents for receipt of proposals from construction contractors and for execution of a construction contract or contracts.

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ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the advisory circulars listed in the current FAA Advisory Circulars for Airport Improvement Projects dated December 31, 2015, or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

B. REVIEW BY STATE AND FAA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection by duly-authorized representatives of the STATE and Federal Aviation Administration, United States Department of Transportation, at such time or times as the STATE or Federal Aviation Administration deems appropriate.

The location of the CONSULTANT'S office where the work will be available for inspection by STATE and FAA representatives is 2 Executive Park Drive, Bedford, New Hampshire, 03110.

It is further mutually agreed that any party, including the duly-authorized representatives of the FAA, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments 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 terminate this AGREEMENT.

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this

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AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employees, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports, or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents; or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the

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CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval by the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

The CONSULTANT shall not sublet, assign, or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant." For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland

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evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT's files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be affected by the construction of the proposed projects. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to annul this AGREEMENT without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. CONTRACTUAL RELATIONS

1. **Independent Contractor**

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. **Claims and Indemnification**

a. **Non-Professional Liability Indemnification**

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury, and/or, (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

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b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

- c. These covenants shall survive the termination of the 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 by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible), and cancellation clause prior to submittal of the

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AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The duties, obligations, and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that one or more of the completion dates specified in this AGREEMENT cannot be complied with, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)

COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when

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the AGREEMENT covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancelling, terminating or suspending the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Aviation Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor

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REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the Acts, Regulations, and directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the DEPARTMENT to enter into any litigation to protect the interests of the DEPARTMENT. In addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or

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(Revised 03/24/10)

national origin in the award and performance of agreements financed in whole or in part with Federal funds.

3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above, shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.
4. Contract Assurance (§26.13). The CONSULTANT or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the DEPARTMENT deems appropriate.
5. Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than forty-five (45) days from the receipt of each payment the prime contractor receives from DEPARTMENT. The prime contractor agrees further to return retainage payments to each subcontractor within forty-five (45) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DEPARTMENT. This clause applies to both DBE and non-DBE subcontractors.

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Aviation Administration. This shall include preparation of progress reports, plans, specifications, and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

P. CLEAN AIR AND WATER ACTS

If the amount of the AGREEMENT or subcontract thereunder exceeds \$150,000, the CONSULTANT or subconsultant agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT agrees to report any violation to the DEPARTMENT immediately upon discovery. The DEPARTMENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

ARTICLE IV
(Revised 03/24/10)

Q. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the DEPARTMENT or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the DEPARTMENT or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

R. RIGHTS TO INVENTIONS.

All rights to inventions and materials generated under this AGREEMENT are subject to regulations issued by the FAA and the DEPARTMENT.

S. TRADE RESTRICTION CLAUSE

The CONSULTANT or its subconsultants, by submission of an offer and/or execution of this AGREEMENT, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the U.S. Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify

ARTICLE IV
(Revised 03/24/10)

to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the DEPARTMENT, cancellation of the AGREEMENT at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the DEPARTMENT if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the DEPARTMENT, cancellation of the AGREEMENT or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT Jacobs Engineering Group, Inc., proposed subconsultant(s)
_____, hereby certifies that it [has] [has not] participated
in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order
11246 and that it [has] [has not] filed with the Joint Reporting Committee, the Director of the Office of
Federal Contract Compliance, a Federal Government contracting or administering agency, or the former
President's Committee on Equal Employment Opportunity, all reports due under the applicable filing
requirements.

Jacobs Engineering Group Inc.

(Company)

By: *Paul M. Clark*

Manager

(Title)

Date: 16 JUNE 2016

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Aviation Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June 1980)

**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

16 June 2016

(Date)



(Signature)

David M. Chambertain
CONSULTANT: Jacobs Engineering Group, Inc.

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Manager and duly-authorized representative of the firm of Jacobs Engineering Group, Inc., and that neither I nor the above firm I here represent has:

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

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years,

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

The above CONSULTANT further agrees by signing this certification that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Aviation Administration, U. S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

16 June 2016
(Date)


(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of the Division of Aeronautics, Rail, & Transit of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this AGREEMENT, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

8/26/16

(Date)



(Signature)

Patrick C. Herlihy

(Name)

**CERTIFICATION FOR FEDERAL-AID CONTRACTS
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, 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 any Federal 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 Federal 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 Form to Report Lobbying," in accordance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly:

16 JUNE 2016

(Date)



(Signature)

David M. Chamberlain

CONSULTANT TO INSERT HERE:

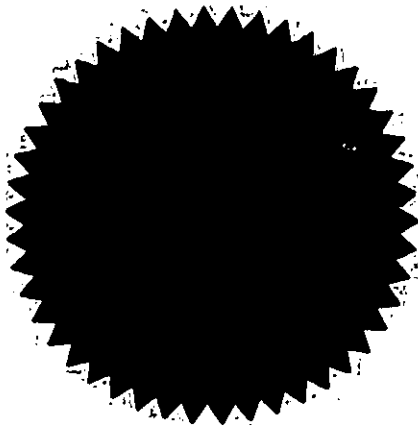
STATE OF NEW HAMPSHIRE CERTIFICATE OF AUTHORITY TO DO BUSINESS IN NEW

HAMPSHIRE (a.k.a. Certificate of Good Standing)

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JACOBS ENGINEERING GROUP INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 30, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of July, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CONSULTANT TO INSERT HERE:

INSURANCE CERTIFICATE(S)

- ***General Liability Insurance***
- ***Automobile Insurance***
- ***Professional Liability Insurance***
- ***Workers' Compensation and Employer Liability Insurance***

CANCELLATION - NOTICE TO ADDITIONAL INTERESTS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 100
Policy Symbol HDO	Policy Number G27853766	Policy Period 07/01/2016 to 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Form
Excess Commercial General Liability Policy**

In the event that we cancel the policy, we agree to mail to the additional interests set forth in the Schedule below 10 days advance notice if the cancellation is for nonpayment of premium and 30 days advance notice if the cancellation is for a legally permissible reason other than nonpayment of premium.

Schedule:

Name: The State of New Hampshire Department of Transportation
Address: John O. Morton building 7, Hazen Drive, Concord, NH 03302-0483

Name:
Address:

Name:
Address:

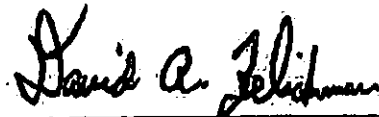
Name:
Address:

Name:
Address:

Name:
Address:

Name:
Address:

Name:
Address:



Authorized Agent

**AMENDMENT OF CANCELLATION PROVISIONS –
NOTICE TO ADDITIONAL INTEREST (S)**

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 45
Policy Symbol ISA	Policy Number H09042398	Policy Period 07/01/2016 TO 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company): ACE American Insurance Company			

insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIERS COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**

SCHEDULE

Number of days advance notice: 30

Name: State of New Hampshire, Department of Transportation
Address: 7 Hazen Drive, Concord, NH 03302

Name:
Address:

Name:
Address:

Name:
Address:


Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP, INC. 155 NORTH LAKE AVENUE PASADENA, CA 91101	Endorsement Number
Policy Period 07-01-2016 TO 07-01-2017	Policy Number Symbol: WLR Number: C48805254
Issued By (Name of Insurance Company): ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 07-01-2016
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**THIS ENDORSEMENT CHANGES THE POLICY OF INSURANCE.
PLEASE READ IT CAREFULLY.**

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

A. Schedule*

Entity	No. Of Days
All entities or persons holding certificates of insurance reflecting the policy	<u>10</u> for nonpayment of premium
STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, 7 HAZEN DRIVE,	<u>30</u> for all other reasons
	CONCORD, NH 03302
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

B. Provisions

If this insurance is terminated or cancelled, whether at your request or ours, we will provide the entity shown in the Schedule with prior written notice of such termination or cancellation within the number of days shown in the Schedule, above.

All other terms, conditions and exclusions of this Policy remain unchanged.



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 34
Policy Symbol EON	Policy Number G21655065 007	Policy Period 07/01/2016 to 07/01/2017	Effective Date of Endorsement 07/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

TERMINATION AMENDED ENDORSEMENT

It is agreed that Section X, Notice, is amended by adding the following to subsection C:

Notwithstanding anything in the foregoing to the contrary, in event the Insurer cancels this Policy (except with respect to cancellation for nonpayment of premium), the Insurer agrees to mail written notice 30 days prior to the effective date of such cancellation to:

New Hampshire Department of Transportation
John O Morton Building
7 Hazen Drive
P.O. Box 483
Concord, NH 03002-0483

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

07/08/2016

NAME OF INSURED: Jacobs Engineering Group Inc.

CONSULTANT TO INSERT HERE:

CORPORATE RESOLUTION OF AUTHORITY TO SIGN CONTRACTS/AGREEMENTS

CERTIFICATE OF AUTHORITY

I, Brian Scher, do certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the United State of America (the "Company"). I do further certify that David M. Chamberlain is an Operations Manager of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, for this Statewide On-Call Aviation Systems Planning & Engineering Services contract. 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 Corporate Seal of the Company on this 16th day of June 2016.



Brian Scher
Assistant Secretary

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

Consultant

WITNESS TO JACOBS ENGINEERING GROUP, INC. JACOBS ENGINEERING GROUP, INC.

By: [Signature]

By: [Signature]
David M. Chamberlain
Manager

(TITLE)

Dated: 16 June 2016

Dated: 16 June 2016

Attest: [Signature]
Bria T. Siler
Asst. Secretary

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: [Signature]
CAROL L. NICHOLS
SR. AVIATION PLANNER

By: [Signature]
PATRICIA C. HERLIHY
Director
DOT COMMISSIONER

Dated: 8/26/16

Dated: 8/26/16

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: 9/21/16

By: [Signature]
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on OCT 05 2016 approved this AGREEMENT.

Dated: OCT 05 2016

Attest:
By: [Signature]
Secretary of State

DEPUTY SECRETARY OF STATE

EXHIBIT A

SCOPE OF SERVICES

ARTICLE IV

**EXHIBIT A
SCOPE OF SERVICES**

**New Hampshire Statewide
Aviation System Planning & Engineering Services
May 17, 2013**

One (1) five-year on-call aviation planning and engineering service contract for various aviation projects located throughout the state. Anticipated service needs have yet to be further refined, but could consist of the following:

- (1) a continuation of the existing pavement maintenance and evaluation program at the nine general-aviation airports in the NPIAS program,
- (2) an implementation of the recommendations from the New Hampshire State Aviation System Plan,
- (3) update or development of the software for the state aviation system database,
- (4) aircraft rescue and firefighting facility or system improvements,
- (5) various environmental studies serving the needs of New Hampshire's NPIAS airports,
- (6) obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports,
- (7) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities
- (8) technical writing assignments that may include preparation of reports, specifications, procedures, etc., and/or
- (9) assist the Department in the public involvement process.

These projects may be accomplished during the course of several grant projects during the stated five-year period. NHDOT reserves the right to initiate additional procurement actions for any of the services included in this AGREEMENT. Some background data on the existing New Hampshire State Aviation System Plan and other information about NHDOT/Bureau of Aeronautics can be found at:

<http://www.nh.gov/dot/org/aerorailtransit/aeronautics/index.htm>

ARTICLE IV

EXHIBIT B

CONTRACT LABOR RATES

Chamberlain, Dave

From: Chamberlain, Dave
Sent: Thursday, July 21, 2016 3:10 PM
To: Carol Niewola
Cc: Tricia Lambert; Gorham, John (John.Gorham@jacobs.com); Chamberlain, Dave (Dave.Chamberlain@jacobs.com)
Subject: NHDOT - Statewide Oncall Aviation Planning and Engineering Service Agreement - Contract Labor Rates and OH - Revised
Attachments: Jacobs DCMA FY2016 Billing Rates 7-12-16 Redacted BIA Only.pdf; Organizational structure of Jacobs Engineering Group Inc_Rev3.pdf; NHDOT Statewide Aviation Services - Jacobs Labor classification table-072116.pdf
Importance: High

Good afternoon Carol,

As discussed earlier today attached for your review and approval are the revised proposed labor rates for the NHDOT Statewide Oncall Aviation Planning and Engineering Service Agreement, and the supporting documentation for our recent overhead rate.

Please don't hesitate to contact me should you have any questions or require additional information.

Thanks

Dave

David M. Chamberlain, PE
Jacobs
NE Division Manager | Aviation
617.242.9222
617.242.9824 fax
603.493.6035 cell
dave.chamberlain@jacobs.com

www.jacobs.com



Two Executive Park Drive
Bedford, New Hampshire 03110
United States
T +1.603.666.7181
F +1.603.666.7185
www.jacobs.com

July 21, 2016

Ms. Carol Niewola, PE, CM
Senior Aviation Planner
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

Dear Ms. Niewola:

Our letter dated June 23, 2016 contained inaccurate information regarding our DCMA rate approval letter, this letter removes that information and includes more current information that has just recently become available.

We'd like to share some recent events that have an impact to our indirect rates. Jacobs Engineering Group Inc. recently announced a new corporate leadership structure organized around four global lines of business (LOB): Aerospace & Technology, Buildings & Infrastructure (B&I), Petroleum & Chemicals, and Industrial. The restructuring is designed to better serve the needs of our global client base, leverage our workforce and provide growth opportunities across the business.

As a result, effective January 2, 2016 Jacobs combined the North American Infrastructure (NAI) and Global Buildings North America (GBNA) Design business units into a new business unit, renamed Buildings & Infrastructure Americas (B&IA) Design.

NAI operated as a separate business unit for the 1st quarter of FY16; October 3, 2015 through January 1, 2016. However, beginning in 2nd quarter FY16 (January 2, 2016) NAI management and operations were rolled into B&IA Design. As a result of the realignment B&IA Design will receive an allocation of costs from Jacobs B&IA Intermediate Home Office (IHO) Expense Pool, which is allocated based on total B&IA (Design and PMCM) professional service and field staff direct labor dollars (including premiums).

The new B&IA Design business unit's exempt employee's record all hours worked including any authorized uncompensated overtime. B&IA also treats certain activities related to its Manager of Projects and Project Controls functions as indirect, different from its predecessors NAI & GBNA Design during FY 15. These changes will increase the beneficial and or causal relationship of assigning these activities to cost objectives and better align B&IA's charging practices with its public sector clients' expectations. Note, these accounting changes are expected to exert upward pressure on the FY16 Indirect Rates and we recommend the FY16 B&IA projected rates be used for pricing new work.

The applicable audited indirect rates for FY15 for NAI and GBNA Design are:

FY15 NAI Audited Rates

At-Office 103.61%
At-Site 82.22%

FY15 GBNA – Design Audited Rates

At-Office 103.29%
At-Site 79.56%



Ms. Carol Niewola, PE, CM

The Defense Contract Management Agency (DCMA) has issued the FY16 Provisional Indirect Billing Rates for Buildings & Infrastructure Americas (B&IA) Design, effective July 12, 2016 (copy attached).

Therefore, since the indirect rates and operations for these two business units are very similar and as a result of these recent changes we combined the pools and bases and then computed the B&IA business unit FY16 projections for FAR-based pricing as shown below:

FY16 B&IA Projection

At-Office 109.28%
At-Site 87.54%

I am also attaching an updated Salary Roster for Jacobs Engineering Group, Inc. that uses the indirect rate of 109.28%, a \$60.00/hour direct labor rate cap, and a 3.0% yearly escalation rate for the last four (4) years of the contract.

Please contact me if you have any questions concerning our rates at 617.532.4275 or dave.chamberlain@jacobs.com.

Sincerely,

David M.
Chamberlain

Digitally signed by David M. Chamberlain
DN: cn=David M. Chamberlain, o=Jacobs
Engineering Group Inc., ou=NA - New
England,
email=dave.chamberlain@jacobs.com,
c=US
Date: 2016.07.21 15:02:36 -0400

David M. Chamberlain, PE
Project Principal

copies to : John Gorham, PE (Jacobs)

Attachments: Jacobs DCMA FY2016 Billing Rates 7-12-16 Redacted BIA Only.pdf

Salary Roster, Jacobs Engineering Group, Inc., dated July 21, 2016



**DEFENSE CONTRACT MANAGEMENT AGENCY
 COST AND PRICING CENTER
 Corporate/Divisional Administrative Contracting Officer Group
 DCMA-AQKDN
 18901 S. Wilmington Avenue
 Carson, California 90746**

DCMA-AQKDN

July 12, 2016

Mr. Jeff Goldfarb
 Senior Vice President and Controller
 Jacobs Engineering Group Inc.
 155 North Lake Avenue
 Pasadena, CA 91101

Subject: Revised FY 2016 Provisional/Interim Billing Rates for Jacobs Engineering Group Inc.

Dear Mr. Goldfarb:

The purpose of this letter is to revise Jacobs Engineering Group's FY 2016 Provisional/Interim Billing Rates reflecting Jacobs Engineering Group's internal lines of business realignment to four business segments, effective January 2, 2016. These four business segments are Federal Operations, Building & Infrastructure Americas (B&IA) Design, B&IA PMCM and Private Sector Operations. The previous North America Infrastructure (NAI) and Leighfisher segments are merged into a newly established B&IA Design segment.

The previous FY 2016 provisional/interim billing rates, dated November 10, 2015, are superseded by the following revised rates:

Jacobs Engineering Group Inc. FY 2016 Provisional Billing Rates		
Business Segment	Rate Category	Provisional Billing Rates
B&IA Design	<i>At-Site</i>	60.91%
	<i>At-Office</i>	82.65%
Fringe Benefit Rate		26.63%

B&IA Design	At-Site + Fringe	87.54%
	At-Office + Fringe	109.28%

Subject: Revised FY 2016 Provisional/Interim Billing Rates for Jacobs Engineering Group Inc.

Please use the above rates immediately to bill the costs incurred during Jacobs Engineering Group Inc.'s FY 2016 (from October 3, 2015 to September 30, 2016) for the Government cost reimbursement contracts until superseded by the CACO or the negotiated final rates are established.

FAR 42.704 requires the contracting officer who is responsible for establishing the final indirect cost rates also determines the billing rates. It requires the contracting officer to establish billing rates on the basis of information resulting from recent review, previous rate audits or experience, or similar reliable data or experience of other contracting activities. It also requires that the contracting officer should ensure the billing rates to reflect as close as possible to the final indirect cost rates anticipated for the contractor's fiscal year, as adjusted for any unallowable costs.

These billing rates are not the final rates and may be revised in the future if the Government discovers any issues that may significantly impact these rates.

Should you have any questions or need additional information, please contact Ms. Thuy Nguyen, Cost Monitor at (310) 900-6571, thuy.nguyen@dcma.mil, or the undersigned at (310) 900-6644, grace.kim@dcma.mil.

KIM.GRACE:1.1231456542

Digitally signed by KIM.GRACE:1.1231456542
DN: c=US, o=U.S. Government, ou=DoD, ou=PC, ou=DCMA,
email=KIM.GRACE:1.1231456542
Date: 2016.07.13 12:00:00 -0700

GRACE I. KIM
Corporate Administrative Contracting Officer
DCMA Cost and Pricing Center

cc: Cherie Kechour, DCAA Pasadena Branch Manager

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
 Statewide Aviation On-Call Services
 Jacobs Engineering Group Inc.
 Salary Roster
 July 21, 2018

Employee	Employee Classification	Direct Labor Rate	Average Labor Rate	109.23% Overhead & Burden	Total Hourly Wage Base Period	Total Hourly Wage Rate Contract Period 2 *	Total Hourly Wage Rate Contract Period 3 *	Total Hourly Wage Rate Contract Period 4 *	Total Hourly Wage Rate Contract Period 5 *
Project Principal									
Chamberlain, David	Project Principal	\$ 60.00	\$ 60.00	\$ 65.67	\$ 125.67	\$ 125.67	\$ 125.67	\$ 125.67	\$ 125.67
Project Manager									
Gorham, John	Project Manager	\$ 59.58	\$ 59.58	\$ 65.11	\$ 124.68	\$ 125.57	\$ 125.57	\$ 125.57	\$ 125.57
Senior Engineer									
Hornak, Jason	Sr. Civil Engineer	\$ 46.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Tiney, Sean	Sr. Civil Engineer	\$ 43.24	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Dubois, Jeff	Sr. Civil Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Wilson, John	Sr. Structural Engineer	\$ 59.77	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Murphy, James	Sr. Civil Engineer	\$ 49.52	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
McDonald, James	Senior Electrical Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
McCabe, Kenneth	Sr. Mechanical Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Durante, Jared	Sr. Systems Engineer	\$ 45.94	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Gilks, Steven	Sr. Systems Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Baptiste, Irvin	Sr. Civil Engineer	\$ 44.15	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Aronoff, Derek	Sr. Civil Engineer	\$ 47.43	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Flechte, Steven	Sr. Civil Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Engineer									
Seeman, Aaron	Civil Engineer	\$ 36.06	\$ 36.76	\$ 40.17	\$ 76.93	\$ 78.24	\$ 81.62	\$ 84.07	\$ 86.59
Wall, Alison	Structural Engineer	\$ 37.14	\$ 36.76	\$ 40.17	\$ 76.93	\$ 78.24	\$ 81.62	\$ 84.07	\$ 86.59
Pettler, John	Civil Engineer	\$ 30.21	\$ 36.76	\$ 40.17	\$ 76.93	\$ 78.24	\$ 81.62	\$ 84.07	\$ 86.59
Hehr, John	Civil Engineer	\$ 30.21	\$ 36.76	\$ 40.17	\$ 76.93	\$ 78.24	\$ 81.62	\$ 84.07	\$ 86.59
Buzinski, Tim	Civil Engineer	\$ 40.00	\$ 36.76	\$ 40.17	\$ 76.93	\$ 78.24	\$ 81.62	\$ 84.07	\$ 86.59
Jickey, Jonathan	Electrical Engineer	\$ 37.77	\$ 36.76	\$ 40.17	\$ 76.93	\$ 78.24	\$ 81.62	\$ 84.07	\$ 86.59
Bakas, Ryan	Electrical Engineer	\$ 42.99	\$ 36.76	\$ 40.17	\$ 76.93	\$ 78.24	\$ 81.62	\$ 84.07	\$ 86.59
Scanna, Alyssa	Geotechnical Engineer	\$ 36.70	\$ 36.76	\$ 40.17	\$ 76.93	\$ 78.24	\$ 81.62	\$ 84.07	\$ 86.59
Senior CAD Professional									
Agri, Steven	Senior CAD Professional	\$ 47.51	\$ 47.51	\$ 51.92	\$ 99.43	\$ 102.41	\$ 105.48	\$ 108.65	\$ 111.91
CAD Professional									
Quinn, Susan	CAD Professional	\$ 33.58	\$ 34.35	\$ 37.53	\$ 71.88	\$ 74.04	\$ 76.28	\$ 78.54	\$ 80.90
Tejeda, Noval	CAD Professional	\$ 33.11	\$ 34.35	\$ 37.53	\$ 71.88	\$ 74.04	\$ 76.28	\$ 78.54	\$ 80.90
Senior Aviation Planner									
Marsden, Heath	Sr. Aviation Planner	\$ 48.69	\$ 54.35	\$ 59.39	\$ 113.73	\$ 117.15	\$ 120.66	\$ 124.28	\$ 125.57
Richardson, William	Sr. Aviation Planner	\$ 60.00	\$ 54.35	\$ 59.39	\$ 113.73	\$ 117.15	\$ 120.66	\$ 124.28	\$ 125.57
Aviation Planner									
Plante, Tanya	Aviation Planner	\$ 25.00	\$ 25.00	\$ 27.32	\$ 52.32	\$ 53.69	\$ 55.51	\$ 57.17	\$ 58.69
Drouin, Morgan	Aviation Planner	\$ 25.00	\$ 25.00	\$ 27.32	\$ 52.32	\$ 53.69	\$ 55.51	\$ 57.17	\$ 58.69
Administrator									
Jaiber, Jessica	Administrator	\$ 18.00	\$ 18.00	\$ 17.48	\$ 33.48	\$ 34.49	\$ 35.52	\$ 36.59	\$ 37.69

* Note: The Total Hourly Wage Rate for Contract Periods 2, 3, 4, and 5 are based on a 3.00% Annual Contract Adjustment Rate, capped at a maximum Direct Hourly Rate of \$60.00

ARTICLE IV

EXHIBIT C

SUBCONSULTANT SUPPORTING SERVICES

ARTICLE IV

(CONSULTANT WILL COMPLETE THIS FORM

OR

REPLACE PAGE WITH SIMILAR LANGUAGE FORM.)

**EXHIBIT C
SUBCONSULTANT SUPPORTING SERVICES**

Subconsultant Firm Name	Type of Services Proposed to be Provided
Preservation Company	Historical Research
Independent Archeology Consult.	Archeological Investigations
Applied Pavement Technology	Pavement Inspection
Normandeau Associates, Inc.	Environmental
Morris Communications	Public Outreach
GCR Inc.	Airport IQ Software

Gas Training & Development LLC Gas Delivery Engineering

If no subconsultant services are anticipated, please check the box below:

- Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.

The above subconsultants are from Jacobs statement of qualifications, dated 4.29.16. Additional subconsultants maybe required when scope of work for each task order is defined.