



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

August 10, 2017
Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to amend a grant to provide additional funding to the City of Concord (Vendor 177376) for SBG-04-10-2013, for Phases II & III, to install, construct, mark, and light and sign parallel taxiway "B" and associated stub taxiways at the Concord Municipal Airport. State and Federal participation in the amount of \$210,931.20 is effective upon Governor and Council approval. 90% Federal Funds, 5% General Funds, 5%, Other funds.

Funding is available as follows:	<u>FY 2018</u>
04-96-96-960030-0997 FAA Projects 034-500161 New Construction	\$199,829.56
04-96-96-960030-7976 FAA Projects 034-500161 New Construction	<u>\$ 11,101.64</u>
Total	\$210,931.20

EXPLANATION

Four Federal Aviation Administration (FAA) State Block Grants have been awarded for this project grant amendment; they are as follows (copies attached):

FAA grant 3-33-SBGP-16-2012	\$1,960,512.00
FAA grant 3-33-SBGP-18-2013	\$4,102,793.00
FAA grant 3-33-SBGP-20-2014	\$2,774,703.00

The federal share of \$199,829.56 (or 90% of the project cost) from the above grants is proposed to amend this airport development project (SGB-04-10-2013 copy attached) for Phases II & III, to install, construct, mark, and light and sign parallel taxiway "B" and associated stub taxiways at the Concord Municipal Airport.

In accordance to FAA Order 5100.38D, under normal conditions, the State can amend a grant at the close out of the project to adjust the grant amount to reflect final costs. Once the project is complete, the Department must wait for federal grant funding to become available from other completed projects before issuing an amendment.

The amendment is necessary to fund repairs to significant drainage washouts near the Runway 35 end that occurred during the project. Excessive rain washed out the main draining culvert and associated piping for the runway down a steep embankment. The amendment to this project will also fund seeding near the disturbed areas by the drainage repair and the install of new airport perimeter fence.

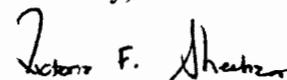
The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Concord in accordance with RSA 422:15. The total federal share of this project including the amendment will increase the FAA share from \$1,701,555.55 to \$1,912,486.75, which equates to an increase of \$199,829.56. State participation in the amount of \$11,101.64 (5% of this project) is also requested. The City of Concord will provide a matching share of \$11,101.64 (5% of this project). The total cost of this amendment for this project is \$222,032.84. The original grant (attached) passed Governor and Council on May 8, 2014, Item #102.

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2011 253:1 XIV-A, 2013, 195:1, XVI- A.1.Capital Budget.

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/tls1

Attachments



New Hampshire Department
of Transportation
Bureau of Aeronautics

Page 1 of 3 Pages

SBG 04-10-2013
AIP Grant Number
07-397-6680
DUNS Number
Concord Municipal Airport
Airport/Planning Area
Concord, New Hampshire
Location
August 3, 2017
Date Amendment is Offered

AMENDMENT NO. 1 TO GRANT AGREEMENT PROJECT NO. SBG-SBG 04-10-2013 with the City of Concord, New Hampshire

WHEREAS, the State of New Hampshire acting through the New Hampshire Department of Transportation (hereinafter referred to as the "State") has determined it to be in the interests of the United States and the State that the Grant Agreement between the State, acting for and on behalf of the Federal Aviation Administration (hereinafter referred to as the "FAA"), the United States, the State of New Hampshire, and the City of Concord, New Hampshire (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on May 8, 2014, be amended in conformance with the Sponsor's letter dated August 1, 2017 and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the State on behalf of the FAA and United States, and State of New Hampshire on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

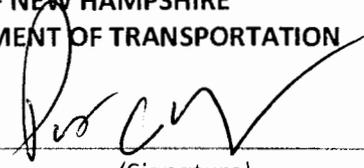
To the maximum amount of the obligation of the United States, and State as set forth in paragraph 1 of the terms and conditions of the Grant Agreement between the United States, the State, and the Sponsor, is hereby increased from \$1,701,555.55 to \$1,912,486.75.

All other terms and conditions of the Grant Agreement remain in full force and effect.

SBG 04-10-2013
 AIP Grant Number
 07-397-6680
 DUNS Number
 Concord Municipal Airport
 Airport/Planning Area
 Concord, New Hampshire
 Location
 August 3, 2017
 Date Amendment is Offered

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of the 10th day of August, 2017. Such Grant Amendment shall become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Grant Amendment.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION



(Signature)

Patrick C. Herlihy

(Typed Name)

Director, Division of Aeronautics, Rail & Transit

(Title)

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: 9/11/17

By: 
 Assistant Attorney General

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

Dated: _____
 By: _____
 Secretary of State

Attest: _____

 (Title)

SBG 04-10-2013

AIP Grant Number

07-397-6680

DUNS Number

Concord Municipal Airport

Airport/Planning Area

Concord, New Hampshire

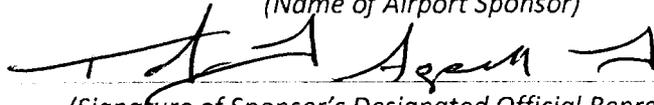
Location

August 3, 2017

Date Amendment is Offered

City of Concord

(Name of Airport Sponsor)



(Signature of Sponsor's Designated Official Representative)

By:

Thomas J. Aspell, Jr.

(Typed Name of Sponsor's Designated Official Representative)

Title:

City Manager

(Title of Sponsor's Designated Official Representative)

8-4-17

(Signature Date)

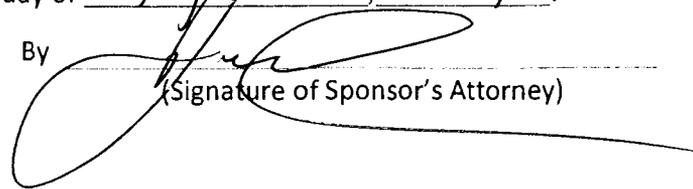
CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jim Kennedy, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper in accordance with the laws of the State of N.H. and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Concord, NH this 4th day of August, 2017.

By



(Signature of Sponsor's Attorney)



CERTIFICATE OF VOTE

I, Janice Bonenfant, do hereby certify that I am the City Clerk of the City of Concord, a municipality in the State of New Hampshire, County of Merrimack, in the United States of America.

I do further certify that Thomas J. Aspell, Jr. is the City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the City of Concord on March 14, 2016.

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

In witness whereof, I have hereunto set my hand and attached the seal of the City of Concord on this 4th day of August 2017.

Janice Bonenfant
Signature

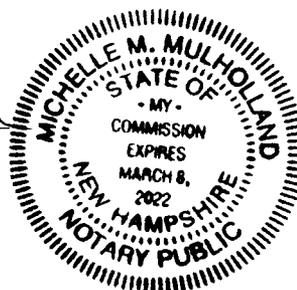
SEAL

City Clerk

State of New Hampshire, County of Merrimack

Dated this 4th day of August 2017 personally appeared Janice Bonenfant, City Clerk for the City of Concord, who subscribed and sworn to the above statement.

Attest: Michelle M. Mulholland
Notary Public





OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

State of New Hampshire – Department of Transportation
John O. Morton Building
7 Hazen Drive / Post Office Box 483
Concord, NH 03302-0483

The following policy(ies)
Have been issued to:

City of Concord
41 Green Street
Concord, NH 03301

AIRPORT OWNERS AND OPERATORS POLICY INFORMATION:

AIRPORT POLICY NO: PR 001659 20 POLICY PERIOD: FROM: July 1, 2017 TO: July 1, 2018

THIS COVERAGE IS EFFECTIVE 12:01 A.M. July 1, 2017

INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

<input checked="" type="checkbox"/>	Comprehensive General Liability	\$ XXXX
<input checked="" type="checkbox"/>	Completed Operations / Products Liability	\$ XXXX
<input type="checkbox"/>	Hangarkeepers Liability	\$
<input type="checkbox"/>	Premises Medical Payments	\$
<input type="checkbox"/>		\$

LIMITS OF LIABILITY

Each Person	\$ 5,000,000	Each Occurrence*
Each Person	\$ 5,000,000	Each Occurrence*
Each Person	\$	Each Loss*
Each Person	\$	Each Accident*
Each Person	\$	Each Loss*

HIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value.
- Included as an Additional Insured, but only with respect to liability arising out of your "Airport Operations".
- Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder sixty (60) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Old Republic Aerospace, Inc. Representative:

Agency Name: Gallagher Aviation
Agency Phone: 800-356-7075

Date: August 3, 2017



OLD REPUBLIC AEROSPACE, INC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2017

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822	1-212-948-1306	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306 NAIC # 22667
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 600 Wilshire Blvd., Suite 1000 Los Angeles, CA 90017			

COVERAGES CERTIFICATE NUMBER: 50535235 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G27865069	07/01/17	07/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> TOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H09055964	07/01/17	07/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C49115581 (AOS)	07/01/17	07/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A				SCF C49115623 (WI)	07/01/17	07/01/18	E.L. EACH ACCIDENT \$ 100,000
A				WCU C49115611 (LA, OH, TX)	07/01/17	07/01/18	E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> "CLAIMS MADE"			EON G21655065 008	07/01/17	07/01/18	PER CLAIM/PER AGG 1,000,000 AGGREGATE DEFENSE INCLUDED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OFFICE LOCATION: Boston, MA. PROJECT MGR: John Gorham. CONTRACT MGR: Michael Perry. RE: RFP-48-09. CONTRACT NUMBER: RFP-48-09. SECTOR: Public. *\$2,250,000 SIR FOR STATES OF: LA, OH, TX. The City of Concord and the State of New Hampshire Department of Transportation are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER City of Concord, NH City Hall 41 Green Street Concord, NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

CANCELLATION – NOTICE TO ADDITIONAL INTERESTS

Named Insured Jacobs Engineering Group, Inc.			Endorsement Number 113
Policy Symbol HDO	Policy Number G27865069	Policy Period 07/01/2017 to 07/01/2018	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:

Authorized Agent

City of Concord, New Hampshire

COMMUNITY DEVELOPMENT DEPARTMENT

41 Green Street, Concord, NH 03301

August 1, 2017

Ms. Carol Niewola, PE, CM
NH Department of Transportation
7 Hazen Drive
Concord, NH 03301-0483

RECEIVED

AUG - 3 2017

NH AERONAUTICS

RE: Amendment Request for SBG-04-10-2013 – Concord Municipal Airport, Taxiway B Construction Phases 2 and 3

Dear Carol:

The City of Concord requests an amendment to the subject grant in the amount of \$222,032.84. This is 12.4% above the original total grant amount of \$1,791,111.11. This request is related to the Reconstruction of the Runway 35 drainage that was completed in the summer of 2017.

Please find enclosed the amendment reimbursement forms and back up documents. The amendment includes costs from the original grant for the Construction of Taxiway B under the referenced SBG grant application as well as costs related to the Runway 35 drainage. This was required as the referenced SBG grant final reimbursement #21 did not have the capacity to cover these costs.

Please contact me at 603.225.8520 should you have any additional questions.

Sincerely,



Martha Drukker
Associate Engineer

Enclosures



CHRISTOPHER D. CLEMENT
COMMISSIONER

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

April 18, 2014
Bureau of Aeronautics

Approved
G&C 05/08/2014
Item # 162

Her Excellency, Governor Margaret Wood Hassall
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Concord, NH (Vendor Code 177376) for SBG-04-10-2013, for Phases II & III, to install, construct, mark, and light and sign parallel taxiway "B" and associated stub taxiways at the Concord Municipal Airport. State and Federal participation in the amount of \$1,701,555.55 is effective upon Governor and Council approval through May 31, 2018. 94.74% Federal Funds, 5.26% General Funds.

Funding is available as follows:

FY 2014

04-96-96-960030-0544

FAA Projects

034-500151 Bonded Expenses

\$ 459,000.00

04-96-96-960030-1789

FAA Projects

034-500151 Bonded Expenses

\$ 278,555.55

04-96-96-960030-0997

FAA Projects

034-500151 Bonded Expenses

\$ 964,000.00

Total

\$ 1,701,555.55

EXPLANATION

The following FAA State Block Grant has been awarded to the State of New Hampshire:

FAA Grant Number

FAA Grant Amount

3-33-SBGP-19-2013

\$ 3,955,960.00

A total of \$1,612,000.00 (or 90% of the project cost) is proposed from the FAA grant listed above for this airport development project (SBG-04-10-2013, copy attached) for Phases II and III, to install, construct, mark, and light and sign parallel taxiway "B" and associated stub taxiways at the Concord Municipal Airport. The project will also include environmental mitigation for the project.

Taxiway B will be constructed parallel to Runway 12-30. The purpose of the new taxiway is to reduce runway occupancy time and improve safety by eliminating the need for aircraft to back-taxi on an active runway. The project includes mitigation for land and habitat disturbance as outlined in the 2010 Concord Airport environmental assessment and biological opinion. Mitigation will consist of transplanting blue lupine plants, relocating Karner Blue butterflies and eggs, and payment to the New Hampshire Fish and Game Department for future use to create and/or maintain Karner Blue butterfly habitat.

The breakdown of Phases II and III of this project is as follows:

Administrative Expense	\$ 5,149.61
Preliminary Expenses (bidding, permitting, federal requirement coordination)	\$ 32,000.00
Engineering (Jacobs Engineering)	\$ 132,614.00
Project Inspection Fees	\$ 105,222.00
Construction {Base Bid (Phase II) plus add alternate 1(Phase III)} FL Merrill	\$ 1,409,275.50
Miscellaneous (Mitigation)	\$ 106,850.00
Total	\$ 1,791,111.11

The Governor and Council letter for Phase I, Item #126 (copy attached) was approved on November 6, 2013. Phases II and III of this project were bid separately from Phase I due to funding constraints. As a result, there will be two contractors constructing this phased project. Phases II and III of this project are being fast tracked so that Phases I, II and III can be completed in the same construction season to minimize the disturbance to protected wildlife species.

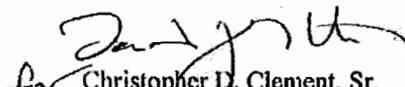
The Department of Transportation proposes to accept the Federal funds for this project as a pass through to the City of Concord in accordance with RSA 422:15. State participation in the amount of \$89,555.55 (5% of this project) is also requested. The City of Concord will participate in the amount of \$89,555.56 (5% of this project). The total cost for Phase II & III of this construction project is \$1,791,111.11.

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2011 253:1 XIV-A and 2009 145:1, XII-A, 2007 264:1, XIV -A Capital Budget.

Sincerely,


Christopher D. Clement, Sr.
Commissioner

CDC/tls
Attachment:



U.S. Department
of Transportation

Federal Aviation
Administration

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: May 29, 2012

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-016-2012

DUNS No.: 80-859-1697

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 30, 2012,
for a grant of Federal funds for a project at or associated with the State of New Hampshire
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2012),

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,960,512.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$1,960,512.00	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 29, 2012, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall 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 project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. 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 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. Trafficking Persons:

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. 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- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

13. It is understood and agreed that all sub-grants issued under this block grant agreement will be in accordance with the federal participation rate of up to 90%.

14. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Barry K. Paffly
Title: Manager, Airports Division,
ACT/100 New England Region

Part II - Acceptance

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

Executed this 31st day of May, 2012.
State of New Hampshire

(SEAL)

By Michael P. Pichler
Title: Deputy Commissioner

Attest:

Title

J. Thomas Manseau
Administrator

J. Thomas Manseau
J. THOMAS MANSEAU, Notary Public
My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Stephen G. LaBoutte, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative 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. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Concord, NH this 15th day of June, 2012.

Stephen G. LaBoutte
Signature of Sponsor's Attorney



U.S. Department
of Transportation

Federal Aviation
Administration

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: July 17, 2013

State of New Hampshire Block Grant

Project No.: 3-33-SBG-018-2013

DUNS No.: 80-859-1697

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 23, 2013,
for a grant of Federal funds for a project at or associated with the State of New Hampshire
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2013),

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,102,793.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$4,102,793.00	for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before August 19, 2013, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall 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 project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. 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 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations'). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. may not be increased for a planning project;
- b. may be increased by not more than 15 percent for development projects;
- c. may be increased by not more than 15 percent for land projects.

13. **ELECTRONIC GRANT PAYMENT(S)**: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

a. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

b. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

c. Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001,
DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management
will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy
invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

14. Trafficking Persons:

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

1. You as the recipient, your employees, subrecipients under this award, and
subrecipients' employees may not-

- i. Engage in severe forms of trafficking in persons during the period of time
that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in
effect; or
- iii. Use forced labor in the performance of the award or subawards under the
award.

2. We as the Federal awarding agency may unilaterally terminate this award, without
penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award
term; or
- ii. 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- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or the
subrecipient using the standards and due process for imputing the conduct of an individual
to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on
Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at
49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal
awarding agency may unilaterally terminate this award, without penalty, if a subrecipient
that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this
award term; or

2. Has an employee who is determined by the agency official authorized to terminate
the award to have violated an applicable prohibition in paragraph a.1 of this award term
through conduct that is either--

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing
the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB
Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as
implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source
alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this
section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000
(TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to
us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any
subaward you make to a private entity.

15. It is understood and agreed that all sub-grants issued under this block grant agreement will be in accordance with the federal participation rate of up to 90%.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Bryant Roll
Title: Manager, Airports Division,
New England Region

Part II - Acceptance

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

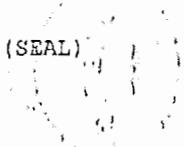
Executed this 18th day of July, 2013.

State of New Hampshire

[Signature]
Signature of Sponsor's Designated Official Representative

PATRICK C. HORLICKY
Typed Name of Sponsor's Designated Official Representative

Director
Typed Title of Sponsor's Designated Official Representative



Attest: [Signature]
J. THOMAS MANSEAU, Notary Public
Title: My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Brian Buonamano, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative 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. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Concord NH this 24 day of July, 2013.

[Signature]
Signature of Sponsor's Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

Federal Aviation Administration
New England Region

RECEIVED

MAY 17 2016

1200 District Ave.
Burlington, MA 01803

NH AERONAUTICS

MAY 13 2016

Mr. Patrick Herlihy
Director of Aeronautics, Rail & Transit
New Hampshire Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, New Hampshire 03301
Attn: Ms. Carol Niewola

File 5/17/16
or 5/13/16

Airport Improvement Program Grant # 3-33-SBGP-020-2014
DUNS Number 80-859-1697
State of New Hampshire Block Grant Program
Letter Amendment (Amendment No. 1)

Dear Mr. Herlihy:

This is in response to Ms. Niewola's e-mail dated April 21, 2016, requesting an amendment to the Grant Agreement for the subject AIP project to: decrease the maximum obligation of the United States as set forth in the Grant Agreement accepted by the Sponsor on July 2, 2014.

This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to decrease the maximum obligation of the United States by \$347,326 (from \$3,122,029 to \$2,774,703) to cover the Federal share of the total actual eligible and allowable project costs. Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

Mary T. Walsh
Manager, Airports Division

LoGiudice, Jean (FAA)

From: McInnis, Tracey (FAA)
Sent: Thursday, April 21, 2016 11:01 AM
To: LoGiudice, Jean (FAA)
Subject: FW: recovery of NPEs for PSM

From: Rogerson, Mike C. [<mailto:mrogerson@hovletanner.com>]
Sent: Thursday, April 21, 2016 9:51 AM
To: Carol Niewola; McInnis, Tracey (FAA)
Cc: Siris, Bob (FAA); Tricia Lambert; b.hopper@peasedev.org; Maria Stowell; Weaver, Fran H., NP; Furey, Robert M.
Subject: RE: recovery of NPEs for PSM

Thanks Carol...

Including Fran Weaver here on this thread so she's aware of what's possibly happening with the grant application.

Mike

From: Carol Niewola [<mailto:Cniewola@dot.state.nh.us>]
Sent: Thursday, April 21, 2016 9:37 AM
To: tracey.mcinnis@faa.gov
Cc: bob.siris@faa.gov; Tricia Lambert <TLambert@dot.state.nh.us>; b.hopper@peasedev.org; Maria Stowell <M.Stowell@peasedev.org>; Rogerson, Mike C. <mrogerson@hovletanner.com>
Subject: PSM: recovery of NPEs for PSM

Tracey,

The Pease Development Authority has been pursuing a project to make needed improvements to the terminal building's restrooms and some security features. Bids were opened recently and they were higher than anticipated. The NPE funding available within the ABGP for PSM is \$347,326.00, which is roughly \$143,939.00 short of the needed federal funds for the project.

In conjunction with the PDA, NHDOT/Bureau of Aeronautics is requesting that the FAA recover the unencumbered \$347,326.00 of NPEs for PSM from AIP 3-33-SBGP-020-2014 and combine it with \$143,939.00 of PSM's passenger entitlements into an FAA-managed grant in FY 2016.

I will be forwarding to you a special Justification form to get this project onto the FAA's CIP today. In addition, I will get you and Bob copies of all of our project documents (e.g., PERADA, scoping meeting minutes, design review comments, CATEX...) and Maria Stowell will be sending along one copy of the bid plans and specs for the FAA's files. If there is anything else you or Bob can think of that you need, please feel free to contact us or PDA.



Carol L. Niewola, PE, CM, Senior Aviation Planner

NHDOT/Bureau of Aeronautics, 7 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483
O 603-271-1876 | C 603-419-0883 | F 603-271-1689 | cniewola@dot.state.nh.us
<http://www.nh.gov/dot/org/aerorailtrans/aeronautics/index.htm>

Supporting New Hampshire Aviation Since 1947



U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

Date of Offer	<u>JUN 30 2014</u>
Block Grant Number	<u>N/A</u>
AIP Grant Number	<u>3-33-SBGP-020-2014</u>
DUNS Number	<u>80-859-1697</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 May 1, 2014, 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 of New Hampshire for the State to carry out airport planning, development and noise program implementation projects (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 and the Grant Assurances dated April 3, 2014, 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 \$3,122,029. Of this amount a minimum of \$3,122,029 must be expended for projects at airports as prescribed in the conditions.

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

CONDITIONS

1. **Grant Amendments.** Future grant amendments may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act.
2. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **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.
4. **Completing the Project Without Delay and In Conformance with Requirements.** The State must assure that projects are carried out and complete the project 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.
5. **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.
6. **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 6, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **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 however 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.
8. **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.
9. **Required Federal Provisions.** The State agrees that all subgrants will include the required federal provisions contract provisions.
10. **Nonprimary Entitlement Funds.**
\$2,350,000 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:

- BML, Berlin Regional, Berlin, NH, NP2014, \$150,000
- CNH, Claremont Municipal, Claremont, NH, NP2014, \$150,000
- CON, Concord Municipal, Concord, NH, NP2014, \$150,000
- 5B9, Dean Memorial, Haverhill, NH, NP2014, \$150,000
- EEN, Dillant-Hopkins, Keene, NH, NP2014, \$150,000
- LCI, Laconia Municipal, Laconia, NH, NP2014, \$150,000
- ASH, Bolre Field, Nashua, NH, NP2014, \$150,000
- PSM, Portsmouth International at Pease, Portsmouth, NH, NP2014, \$1,000,000
- DAW, Skyhaven, Rochester, NH, NP2014, \$150,000
- HIE, Mount Washington Regional, Whitefield, NH, NP2014, \$150,000

Specific project funding breakdown is listed in the State's application ("Table 2 Revised – Project Funding Breakdown").

11. State Apportionment Funds.

\$772,029 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.

19. TRAFFICKING IN PERSONS.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity, including private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

12. Ban on Texting When 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 the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.
13. **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".
14. **Suspension or Debarment.** The State must inform the FAA when the State suspends or debars a contractor, person, or entity.
15. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. The System for Award Management (SAM) incorporated the Central Contractor Registration (CCR): SAM is the official United States Government system into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for System for Award Management (SAM): Unless the State or the subgrant recipient (subrecipient) of these Block Grant funds is exempted from this requirement under 2 CFR 25.110, the State or subrecipient must maintain the currency of its information in the SAM until the State or subrecipient submits the final financial report required under this grant, subgrant, or receives the final payment, whichever is later. This requires that the State or subrecipient 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.
 - C. 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.
16. **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.
17. **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/excomp.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
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (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/excomp.htm>.)
 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

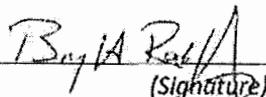
If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

1. Subgrants, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

20. **Exhibit A Incorporated by Reference.** The State has provided a list dated April 30, 2014 of all Exhibit "A" Property Maps for airports participating in the State Block Grant Program and is incorporated herein by reference.

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)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division, New England Region

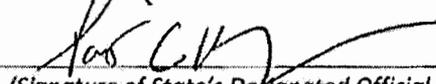
(Title)

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 2nd day of July, 2014.


(Signature of State's Designated Official Representative)

By: Patrick C. Herlihy
(Typed Name of State's Designated Official Representative)

Title: Director of Aeronautics, Rail and Transit
(Typed Title of State's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Brian V. Buonamano, acting as Attorney for the State do hereby certify:
(Typed Name of State's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative 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. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at 11:31 a.m. this 11th day of July, 2014.

By 
(Signature of State's Attorney)

¹Knowingly 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.