



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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Handwritten number 46 and signature

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

April 23, 2015
Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to amend a grant to provide additional funding to the Nashua Airport Authority (Vendor 154441) for SBG-12-06-2010, to conduct obstruction removal and a runway approach survey at Boire Field, Nashua, NH. State and Federal participation in the amount of \$21,366.88 is effective upon Governor and Council approval. 97.44% Federal Funds, 2.56% General Funds.

Funding is available as follows:
FY 2015
04-96-96-960030-0997
FAA Projects
034-500151 Bonded Expenses \$21,366.88

EXPLANATION

One Federal Aviation Administration (FAA) State Block Grant has been awarded to the State of New Hampshire:

Table with 2 columns: FAA Grant Number, FAA Grant Amount. Row 1: 3-33-SBGP-13-2011, \$ 541,512.00

The above referenced FAA State Block Grant has been awarded from which \$20,819.00 (or 95% of the project cost) is proposed to amend this airport development project (SGB-12-06-2010 copy attached) to conduct obstruction removal and a runway approach survey at Boire Field, Nashua, NH.

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 additional costs incurred as a result of 4 temporary shutdowns throughout the course of construction. The contractor was forced to demobilize and remobilize when construction was shut down and restarted. The project shutdowns were unforeseen and outside the original scope of the work outlined in the contract and beyond the contractor's control. The contractor incurred additional eligible costs. The reasons for the shutdowns were as follows:

- Delays by the airport obtaining the necessary easements over adjacent properties.(2 shutdown occurrences)
- The airport has a delay in obtaining a Special Exemption Permit for work within wetlands and the buffer zones.
- An Asbestos Disposal Site (ADS) was discovered during construction that required a new plan of action.
- Additional project administration costs as a result of substantial and unforeseen coordination efforts.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the Nashua Airport Authority in accordance with RSA 422:15. The total federal share of this project including the amendment will increase the FAA share from \$676,400.00 to \$697,219.00, which equates to an increase of \$20,819.00. State participation in the amount of \$547.88 (2 ½ % of this project) is also requested. The Nashua Airport Authority will provide a matching share of \$547.89 (2 ½ % of this project). The total cost of this amendment for this project is \$21,915.37. The original grant (attached) passed Governor and Council on February 16, 2011 Item #98.

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 Capital Budget.

Sincerely,



William Cass, P.E.
Assistant Commissioner

WC/tls

Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

INTRA-DEPARTMENT COMMUNICATION

FROM: Carol L. Newola, P.E. **DATE:** February 2, 2015

OFFICE: Bureau of Aeronautics

SUBJECT: Boire Field – Nashua Municipal Airport
Runway 14-32 Obstruction Removal and Approach Survey
SBG 12-06-2010
Grant Amendment #1
Federal Share of Amendment

TO: File

On April 29, 2013 FAA announced a change to their e-Invoicing policy in their Delphi e-Invoicing System User Bulletin #5. Prior to this date, FAA only allowed whole dollar request for grant reimbursement payments, grant amendments and grant closeouts. After this date, FAA policy allows processing of payments for reimbursements, amendments and closeouts to the penny. See attached User Bulletin #5.

As the requested grant amendment was written on March 6, 2013, I have processed their grant reimbursement request to the whole dollar (\$20,819.00) leaving the remaining federal share of \$0.60 to be covered by the airport sponsor's share.



Delphi e-Invoicing System
User Bulletin #5
April 29, 2013



Dear System User:

Several of you have been asking us about our "penny policy"; we now have an update that is summarized below.

Since our last bulletin, the number of confirmed users is at 146 users, and about 88% of our sponsors have at least one confirmed user. That's good progress, but please contact us if you have yet to become a user (or want to add new users).

Bryon H. Rakoff
Manager, Planning and Programming
781-238-7610
bryon.rakoff@faa.gov

Patricia Beckman
Management and Program Analyst
781-238-7611
patricia.beckman@faa.gov

Bulletin #5 Contents

- A Policy on Pennies
- Helpful Hints database
- New Users Welcome
- Some Reminders

1. A Policy on Pennies

In a recent Memorandum, our Headquarters team released guidance on allowing pennies for e-Invoicing. In brief:

- Sponsor payment requests via e-Invoicing must be more than one dollar, but can have pennies.
- However, the initial grant obligation (i.e. a grant application) must be in whole dollars.
- A grant amendment can have pennies.
- A grant closeout can have pennies.
- Any carryover must be in whole dollars.

If you have any questions about this, please contact Patti or Jean in our office.

2. Helpful Hints Database

Now that we've been using e-Invoicing for a while, I am sure that you have developed some shortcuts or best practices that make it easier for you. If that's the case, I would appreciate if you could share them with me. I would then provide these hints to all of our users in future e-Invoice Bulletins.

Keep those (electronic) cards and letters coming, folks!



Delphi e-Invoicing System
User Bulletin #5
April 29, 2013



3. *New Users Welcome*

In talking to a few of you, I learned that some sponsors have been hesitating to add users to the e-Invoice system, given the initial "teething" issue we had with the system. I urge you all to apply for new users whenever you feel it's appropriate.

Remember that for a new user, we need an email or letter from you with the name, title, phone number and email address of the potential user. We'll take it from there.

4. *Some Reminders*

- For help, please call the DELPHI Help Line: 1-866-641-3500 Option 4, Option 3. Remember that e-Invoicing is a DOT, not FAA, system. The help line is the place to go for technical help.
- **Please use the following structure for your grant payment numbers:**
LOCID-AIP#-YEAR-Invoice# (e.g. BVY-032-2012-01 or BVY-032-2012-Final)
- Be sure to include an SF 425 with all Final Payment requests. This form can be found on our website.
- If you have any questions about how to close or amend a grant, please contact Patti or your Project Manager.



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: September 2, 2011

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-13-2011

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 Juen 14, 2011,
for a grant of Federal funds for a project at or associated with the State of New Hampshire
Block Grant Program 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:

State Block Grant (FY2011, Phase III),

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, 95 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 \$541,512.00. 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
\$541,512.00	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 September 12, 2011, 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. 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.

11. 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.

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

Bry H. Reil
Title: Manager, Airports Division,
ACT-6 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 7TH day of SEPTEMBER, 2011.

State of New Hampshire

By Michael P. Pelletier
Title: Deputy Commissioner

(SEAL)
Attest: Diane Hartford
Title: Administrative Asst.

DIANE L. HARTFORD
Notary Public
My Commission Expires May 20, 2014

CERTIFICATE OF SPONSOR'S ATTORNEY

I, David M. Hiltz, 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, N.H. this 7th day of September, 2011.

[Signature]
Signature of Sponsor's Attorney



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.
ACTING COMMISSIONER

Table with 2 columns: Field Name and Value. Fields include SBG-12-06-2010, AIP Grant Number, 16-605-5731, DUNS Number, Boire Field, Airport/Planning Area, Nashua, New Hampshire, and Location.

AMENDMENT NO. 1 TO GRANT AGREEMENT PROJECT NO. SBG-12-06-2010 Nashua Airport Authority, City of Nashua, 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 Nashua Airport Authority, City of Nashua, New Hampshire (hereinafter referred to as the "Sponsor"); accepted by said Sponsor on January 17, 2011, be amended in conformance with the Sponsor's letter dated March 6, 2013 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 \$694,200.00 to \$715,566.88.

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



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.
ACTING COMMISSIONER

SBG-12-06-2010
AIP Grant Number
16-605-5731
DUNS Number
Boire Field
Airport/Planning Area
Nashua, New Hampshire
Location

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of the 22nd day of April, 2015. 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

[Handwritten Signature]

(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: 4/30/15

By: [Handwritten Signature]
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)



JEFF BRILLHART, P.E.
ACTING COMMISSIONER

SBG-12-06-2010
AIP Grant Number
16-605-5731
DUNS Number
Boire Field
Airport/Planning Area
Nashua, New Hampshire
Location

Nashua Airport Authority
(Name of Sponsor)

[Signature]
(Signature of Sponsor's Designated Official Representative)

By: Dennis H. Stephens
(Typed Name of Sponsor's Designated Official Representative)

Title: Chairman
(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Nicholas S. Frasca, 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 New Hampshire 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 4:45 p.m. this 12th day of March, 2015.

By [Signature]
(Signature of Sponsor's Attorney)



CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

The 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 Nashua & Nashua Airport Authority
93 Perimeter Road
Nashua, NH 03063

AIRPORT OWNERS AND OPERATORS POLICY INFORMATION:

AIRPORT POLICY NO: PR 002096 13 POLICY PERIOD: FROM: May 1, 2014 TO: May 1, 2015
THIS COVERAGE IS EFFECTIVE 12:01 A.M. May 1, 2014

INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

<input checked="" type="checkbox"/> Comprehensive General Liability	\$ XXXX
<input checked="" type="checkbox"/> Personal Injury Liability	\$ XXXX
<input checked="" type="checkbox"/> Medical Malpractice Liability	\$ XXXX
<input checked="" type="checkbox"/> Hangar Keepers Liability	\$ 1,000,000
<input checked="" type="checkbox"/> Fire Legal Liability	\$ XXXX
<input checked="" type="checkbox"/> Premises Medical Payments	\$ 1,000
<input checked="" type="checkbox"/> Host Liquor Liability	\$ XXXX

LIMITS OF LIABILITY

Each Person	\$ 5,000,000	Each Occurrence*
Each Person	\$ 5,000,000	Each Occurrence*
Each Person	\$ 5,000,000	Each Loss*
Each Person	\$ 1,000,000	Each Occurrence*
Each Person	\$ 50,000	Each Loss*
Each Person	\$ 5,000	Each Accident*
Each Person	\$ 5,000,000	Each Occurrence*

LOCATION(S):

Boire Field Airport, Nashua, NH

THIS 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 thirty (30) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Phoenix Aviation Representative:

Agency Name: NationAir Insurance Agencies
Agency Phone: 800-356-7075

Date: February 13, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/18/2015

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 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 Burgin, Platner, Hurley Insurance Agency, LLC 14 Franklin St. Quincy MA 02169	CONTACT NAME: Karen Besse, CIC CISR CPIW PHONE (A/C No, Ext): (617) 691-2622 E-MAIL ADDRESS: kb@bphins.com	FAX (A/C No): (617) 472-7248
	INSURER(S) AFFORDING COVERAGE	
INSURED Gale Associates Inc. 15 Constitution Drive Bedford NH 03110-6042	INSURER A: Transportation Insurance	NAIC # 20494
	INSURER B: National Fire Insurance	20478
	INSURER C: Continental Casualty	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2014-2015 MASTER NH 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	Y	B1044779357	5/1/2014	5/1/2015	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
b	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	Y	Y	B2057608746	5/1/2014	5/1/2015	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						Medical payments \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	B2048751317	5/1/2014	5/1/2015	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A	WC2071685167	5/1/2014	5/1/2015	E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
A	Valuable Papers			B1044779357	5/1/2014	5/1/2015	E L DISEASE - POLICY LIMIT \$ 1,000,000
							Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PROJECT: Runway 14-32 Obstruction Removal
 State of New Hampshire Department of Transportation is included as additional insured under General Liability as required by written and signed contract/agreement; Umbrella follows form. 10 day notice of cancellation

CERTIFICATE HOLDER City of Nashua Nashua Airport Authority 93 Perimeter Road Nashua, NH 03063	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 K Besse, CIC CISR CPI <i>Karen Besse</i>

Nashua Airport Authority

Boire Field

93 Perimeter Road

Nashua, New Hampshire 03063

Tel. (603) 882-0661



March 6, 2013

Ms. Carol L. Niewola, PE, CM
Senior Aviation Planner
NHDOT/Bureau of Aeronautics
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

Re: Runway 14-32 Obstruction Removal and Approach Survey
Boire Field, Nashua, NH
NHDOT/BA Project No. SBG-12-06-2010
Request for Grant Amendment

Dear Carol:

This letter is to formally request a grant amendment to the above-referenced project in the amount of \$20,819.60 federal share and \$547.88 NHDOT/BA share (95% and 2.5% of \$21,915.37 respectively).

The project was temporarily shutdown four (4) times throughout the course of construction. Each time the Contractor was forced to demobilize and remobilize when the project was shutdown and restarted. Each time the shutdowns were beyond the Contractor's control and thus outside of the original scope of work. The original Contract Time for the project was forty-five (45) calendar day and was intended to be continuous. The original Contract was setup such that the Contractor would have full access to all clearing areas once they were issued a Notice to Proceed (NTP). On GP-40, GP 80-06 *Temporary Suspension of Work* states the following:

In the event that the Contractor is ordered by the Owner or the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown.

All four (4) of the temporary shutdowns were unforeseen, outside the original scope of work for the Contract, and beyond the Contractor's control. The reasons for the shutdowns were as follows:

- o Airport acquiring avigation easements.
- o Airport obtaining a Special Exemption permit for work within wetlands and buffer.
- o Finding and protecting an Asbestos Disposal Site (ADS) found on a parcel.

Ms. Carol L. Niewola, PE, CM

March 6, 2013

Page 2 of 2

As a result of these temporary shutdowns, the Contractor was required to mobilize and demobilize four (4) additional times in order to complete the project. The Contractor incurred additional costs as a result of these additional mobilizations and demobilizations that were outside the original scope required to complete the project.

During the acquisition of an avigation easement on parcel E-45 on Pine Hill Road, owned by the Roman Catholic Church, it was discovered that an Asbestos Disposal Site (ADS) was present on the parcel. In the interest of public safety, it was determined that consultation with the New Hampshire Department of Environmental Protection (NHDES) was required. In conversations with the NHDES it was strongly recommended that a Work Plan for all tree clearing in and around the ADS be prepared and implemented. The Contractor prepared the Work Plan and it was recommended that construction monitoring and inspection occur during the tree removal operations on the parcel. Both of these efforts were outside the Contractors' original scope of work.

Both of these factors resulted in a change in scope of work to the construction of the project and thus a change order for \$33,900.00 was processed.

In conclusion, a grant amendment is needed in to complete the above-referenced project. Should you require additional information, please do not hesitate to contact us.

Thank you for your continued support. Please let us know if we can be of further assistance.

Sincerely,

NASHUA AIRPORT AUTHORITY



Royce N. Rankin, Jr.
Airport Manager

cc: Erik W. Strand, P.E. – Gale Associates, Inc.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

INTRA-DEPARTMENT COMMUNICATION

FROM: Carol L. Niewola, P.E. **DATE:** February 2, 2015

OFFICE: Bureau of Aeronautics

SUBJECT: Boire Field – Nashua Municipal Airport
Runway 14-32 Obstruction Removal and Approach Survey
SBG 12-06-2010
Grant Amendment #1
Federal Share of Amendment

TO: File

On April 29, 2013 FAA announced a change to their e-Invoicing policy in their Delphi e-Invoicing System User Bulletin #5. Prior to this date, FAA only allowed whole dollar request for grant reimbursement payments, grant amendments and grant closeouts. After this date, FAA policy allows processing of payments for reimbursements, amendments and closeouts to the penny. See attached User Bulletin #5.

As the requested grant amendment was written on March 6, 2013, I have processed their grant reimbursement request to the whole dollar (\$20,819.00) leaving the remaining federal share of \$0.60 to be covered by the airport sponsor's share.



Delphi e-Invoicing System
User Bulletin #5
April 29, 2013



Dear System User:

Several of you have been asking us about our “penny policy”; we now have an update that is summarized below.

Since our last bulletin, the number of confirmed users is at 146 users, and about 88% of our sponsors have at least one confirmed user. That’s good progress, but please contact us if you have yet to become a user (or want to add new users).

Bryon H. Rakoff
Manager, Planning and Programming
781-238-7610
bryon.rakoff@faa.gov

Patricia Beckman
Management and Program Analyst
781-238-7611
patricia.beckman@faa.gov

Bulletin #5 Contents

- A Policy on Pennies
- Helpful Hints database
- New Users Welcome
- Some Reminders

1. *A Policy on Pennies*

In a recent Memorandum, our Headquarters team released guidance on allowing pennies for e-Invoicing. In brief:

- Sponsor payment requests via e-Invoicing must be more than one dollar, but can have pennies.
- However, the initial grant obligation (i.e. a grant application) must be in whole dollars.
- A grant amendment can have pennies.
- A grant closeout can have pennies.
- Any carryover must be in whole dollars.

If you have any questions about this, please contact Patti or Jean in our office.

2. *Helpful Hints Database*

Now that we’ve been using e-Invoicing for a while, I am sure that you have developed some shortcuts or best practices that make it easier for you. If that’s the case, I would appreciate if you could share them with me. I would then provide these hints to all of our users in future e-Invoice Bulletins.

Keep those (electronic) cards and letters coming, folks!



Delphi e-Invoicing System
User Bulletin #5
April 29, 2013



3. *New Users Welcome*

In talking to a few of you, I learned that some sponsors have been hesitating to add users to the e-Invoice system, given the initial “teething” issue we had with the system. I urge you all to apply for new users whenever you feel it’s appropriate.

Remember that for a new user, we need an email or letter from you with the name, title, phone number and email address of the potential user. We’ll take it from there.

4. *Some Reminders*

- For help, please call the DELPHI Help Line: 1-866-641-3500 Option 4, Option 3. Remember that e-Invoicing is a DOT, not FAA, system. The help line is the place to go for technical help.
- **Please use the following structure for your grant payment numbers:**
LOCID-AIP#-YEAR-Invoice# (e.g. BVY-032-2012-01 or BVY-032-2012-Final)
- Be sure to include an SF 425 with all Final Payment requests. This form can be found on our website.
- If you have any questions about how to close or amend a grant, please contact Patti or your Project Manager.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



G+C 2/16/11
98

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

January 26, 2011
Bureau of Aeronautics

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the Nashua Airport Authority, (Vendor Code 154441), for SBG-12-06-2010, to conduct obstruction removal and a runway approach survey at Boire Field, Nashua, NH. State and Federal participation in the amount of \$694,200.00 is effective upon Governor and Council approval through February 28, 2014. 97.44% Federal Funds, 2.56% General Funds

Funding is available as follows:

FY'11

04-96-96-960030-1789

FAA Projects

034-500151 Bonded Expenses

\$ 694,200.00

EXPLANATION

One Federal Aviation Administration (FAA) State Block Grant has been awarded to the State of New Hampshire for \$3,143,085.00 (copy attached), from which \$676,400.00 (or 95% of the project cost) is proposed for this airport development project (SBG-12-06-2010 copy attached) to conduct obstruction removal and a runway approach survey at Boire Field, Nashua, NH.

In order to comply with FAA standards, the runway is slated to be reconstructed and relocated in Federal Fiscal Year (FFY) 2011 & 2012. The runway reconstruction/relocation will provide a benefit to public safety by increasing the separation distance between the runway and the parallel taxiway. Increasing this pavement separation will significantly minimize the potential hazard for aircraft operating on the taxiway and the runway.

Prior to the opening of the new runway, the FAA will need to design new approaches to the runway. Before the FAA can design these new approaches, all obstructions to the new runway are required to be cleared and an approach survey must be completed and submitted to the FAA. This grant will fund the required approach survey and the removal of obstructions on airport owned or airport controlled property.

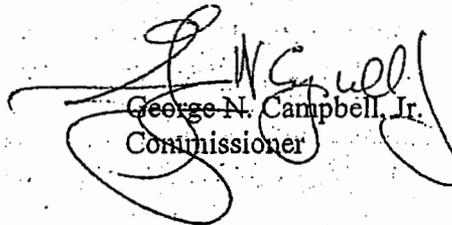
The Department of Transportation proposes to accept the Federal Funds for this project as a pass through to the Nashua Airport Authority in accordance with RSA 422:15. State participation in the amount of \$17,800.00 (2½% of this project) is also requested. The Nashua Airport Authority will participate in the amount of \$17,800.00 (2½% of this project). The total cost for this project is \$712,000.00.

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 State funds are from the General Fund and have been previously approved in HB25 Capital Budget.

Sincerely,


George N. Campbell, Jr.
Commissioner

GNC/tls1
Attach: