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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

October 9, 2018
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 provide funding to the City of Concord, NH (Vendor Code 177376) for SBG-04-13-2018, to rehabilitate, mark, light and sign Taxiway A, associated stub taxiways and an aircraft holding apron at the Concord Municipal Airport. State and Federal participation in the amount of \$2,707,500.00 is effective upon Governor and Council approval through August 5, 2022. 95% Federal Funds, 5% General Funds.

Funding is available as follows:	<u>FY 2019</u>
04-96-96-960030-7537	
FAA Projects	
034-500161 New Construction	\$2,707,500.00

EXPLANATION

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

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-20-2014	\$2,774,703.00
3-33-SBGP-22-2016	\$1,157,679.00
3-33-SBGP-23-2016	\$1,196,073.00
3-33-SBGP-25-2017	\$2,177,659.00
3-33-SBGP-27-2018	\$2,166,377.00
3-33-SBGP-28-2018	\$2,125,284.00

A total of \$2,565,000.00 (or 90% of the project cost) is proposed from the FAA grants listed above for this airport development project (SBG-04-13-2018, copy attached) to rehabilitate, mark, light and sign Taxiway A (approximately 4,850' x 50') and associated stub taxiways at the Concord Municipal Airport. This project also includes the construction of an aircraft holding apron and pavement maintenance on Runway 17-35 (Phase II). The contract for the design phase of this project was approved by Governor and Council on October 26, 2016, Item #42 (attached).

The existing taxiway pavement is over 40 years old and is beyond its useful life. The pavement has significantly deteriorated and has numerous transverse cracks estimated to be 2 to 3 inches wide. Taxiway A is critical infrastructure as it provides access to the main runway at the Concord Municipal Airport. Taxiway A currently does not have lighting for night operations. New taxiway lighting will provide an increased level of safety at the airport at night. The installation of the aircraft holding apron at the approach end of Runway 35 (the main runway) will provide a safe location for pilots to conduct pre-flight checks and engine run-ups without causing a bottleneck at the entrance of the runway. Pavement maintenance on Runway 17-35 is necessary to maintain a safe runway environment and to extend the life of the pavement.

The breakdown for this project is as follows:

Sponsor Administration	\$ 2,301.00
Engineering Fees (Jacobs Engineering)	\$ 66,000.00
Engineering Fees (Materials Testing and Env. Survey- S.W. Cole)	\$ 53,309.00
Resident Engineering (Jacobs Engineering)	\$ 95,167.00
Construction	\$ 2,598,298.00
Habitat Mitigation Fees paid to NH Fish and Game (Karner Blue Butterfly)	<u>\$ 34,925.00</u>
Total Project	\$ 2,850,000.00

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 \$142,500.00 (5% of this project) is also requested. The City of Concord will participate in the amount of \$142,500.00 (5% of this project). The total cost for this project is \$2,850,000.00.

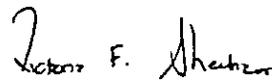
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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

In accordance with the FAA grant assurances C- Sponsor Certifications, Responsibility and Authority of the Sponsor, the grant funds must be immediately available for the project to execute the grant offer; therefore all funding for this project is encumbered in the first fiscal year.

Please note that the State Funds are from the General Fund and have been previously approved in HB25, 2015, 220:1, XVI- A1.

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/tls
Attachment:

NO REVIEW SHEET
 BID # B 25-18, CIP 468, AIRPORT PROJECT
 BIDDING DATE/TIME: 3:30 PM AT 2:00 PM
 DEPARTMENT: CDD, ENGINEERING SVCS
 POINT OF CONTACT: B. DRUREN



		VENDOR		VENDOR		VENDOR		VENDOR		VENDOR		VENDOR	
		Engineer's Estimate		FL MERRILL CONSTRUCTION INC		FL MERRILL CONSTRUCTION INC.		NORTHEAST EARTH MECHANICS INC		PRICE INDUSTRIES INC		BARGENT CORPORATION	
		Unit prices including 10% contingency		LUMP SUM PRICES FROM BID FORM		LUMP SUM PRICES FROM ITEMIZED BID SHEETS				LUMP SUM PRICES FROM BID FORM		LUMP SUM PRICES FROM ITEMIZED BID SHEETS	
LUMP SUM BASE BID PHASE 1 PRICE:		\$1,811,331.77		\$1,161,041.25		\$1,161,128.75		\$1,161,948.75		\$1,113,772.25		\$1,267,423.75	
LUMP SUM BASE BID PHASE 2 PRICE:		\$1,813,191.33		\$1,043,311.25		\$1,044,782.00		\$1,164,829.25		\$1,134,338.40		\$1,239,867.00	
LUMP SUM BASE BID PHASES 1 & 2 PRICE:		\$3,624,523.10		\$2,204,352.50		\$2,205,910.75		\$2,326,778.00		\$2,248,110.65		\$2,507,290.75	
LUMP SUM ALTERNATE #1 PRICE:		\$187,724.00		\$246,821.00		\$246,821.00		\$271,929.00		\$219,150.00		\$234,300.00	
LUMP SUM ALTERNATE #2 PRICE:		\$44,844.00		\$109,823.00		\$109,823.00		\$174,323.00		\$161,184.00		\$181,481.00	
LUMP SUM ALTERNATE #3 PRICE:		\$31,000.00		\$105,880.00		\$105,880.00		\$161,809.00		\$139,400.00		\$161,161.00	
LUMP SUM ALTERNATE 1, 2 & 3 PRICE:		\$263,568.00		\$462,524.00		\$462,524.00		\$508,061.00		\$329,734.00		\$377,042.00	
LUMP SUM BASE BID PHASES 1 & 2 PLUS ALTERNATES 1, 2 & 3 PRICE:		\$3,888,091.10		\$2,666,876.50		\$2,668,434.75		\$2,834,839.00		\$2,577,844.65		\$2,884,332.75	
ITEM #	ITEMIZED PRICE BASE BID PHASE 1:	QTY	U/M	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	Q-001-1 SAFETY AND PHASING PHASE 1	1	LS	\$ 28,000.00	\$ 28,000.00	\$70,000.00	\$70,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00
2	Q-001-4 CONTRACTOR'S SAFETY PLAN COMPLIANCE DOCUMENT	1	LS	\$ 2,780.00	\$ 2,780.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$52,000.00	\$52,000.00
3	Q-002-1 AIRBURY PLANKS	1	LS	\$ 2,100.00	\$ 2,100.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
4	Q-003-1 BUREAU SIGN	1	LS	\$4,374.24	\$4,374.24	\$120,000.00	\$120,000.00	\$220,000.00	\$220,000.00	\$50,000.00	\$50,000.00	\$37,000.00	\$37,000.00
5	Q-003-1 ENGINEER'S FIELD OFFICE	1	LS	\$252.00	\$ 252.00	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00
6	Q-003-1 TRANSPLANT LUMBER	750	SF	\$ 7.70	\$ 5,775.00	\$22.00	\$16,500.00	\$20.00	\$15,000.00	\$30.00	\$22,500.00	\$18.00	\$13,500.00
7	Q-003-1 SAVED CONTROL JOISTS	1,250	LF	\$ 0.80	\$ 1,000.00	\$5.25	\$6,562.50	\$6.00	\$7,500.00	\$4.75	\$5,937.50	\$3.00	\$3,750.00
8	P-125-1 UNCLASSIFIED EXCAVATION	8,700	CY	\$ 2.85	\$ 24,585.00	\$10.50	\$91,350.00	\$10.00	\$87,000.00	\$11.50	\$100,050.00	\$12.00	\$104,400.00
9	P-156-1 VALEY PROTECTION	33	EA	\$ 137.89	\$ 4,551.32	\$110.00	\$3,630.00	\$150.00	\$4,950.00	\$110.00	\$3,630.00	\$100.00	\$3,300.00
10	P-158-4 WROGON & SEDIMENT CONTROL & STORMWATER MANAGEMENT PLAN	1	LS	\$ 8,250.00	\$ 8,250.00	\$3,300.00	\$3,300.00	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00	\$58,000.00	\$58,000.00
11	P-229-1 CRUSHED AGGREGATE BASE COURSE	3,870	CY	\$ 4.20	\$ 16,254.00	\$29.00	\$112,430.00	\$30.00	\$116,100.00	\$30.00	\$116,100.00	\$43.00	\$166,110.00
12	P-401-1 PLANT MIX BITUMINOUS PAVEMENT	3,855	TON	\$13.50	\$51,942.50	\$78.00	\$300,660.00	\$72.50	\$278,587.50	\$78.00	\$300,660.00	\$79.00	\$305,145.00
13	P-402-1 BITUMINOUS PRIME COAT	8,610	GAL	\$ 2.20	\$ 18,862.00	\$1.60	\$13,776.00	\$2.50	\$21,525.00	\$2.50	\$21,525.00	\$4.24	\$36,363.00
14	P-403-1 BITUMINOUS TRUCK COAT	2,210	GAL	\$ 3.30	\$ 7,353.00	\$4.00	\$8,840.00	\$4.00	\$8,840.00	\$4.39	\$9,698.10	\$4.45	\$9,734.50
15	P-420-1 PERMANENT YELLOW OR WHITE PAVY MARKINGS	2,800	SF	\$ 0.73	\$ 2,044.00	\$1.95	\$5,475.00	\$1.95	\$5,475.00	\$1.45	\$4,062.00	\$1.95	\$5,475.00
16	P-422-1 TEMPORARY BLACK PAVY MARKINGS	125	SF	\$ 0.75	\$ 93.75	\$1.50	\$187.50	\$1.45	\$181.25	\$0.75	\$93.75	\$1.45	\$181.25
17	P-423-1 TEMPORARY PAVY MARKINGS	2,500	SF	\$ 0.33	\$ 825.00	\$1.55	\$3,875.00	\$1.55	\$3,875.00	\$0.85	\$2,125.00	\$0.85	\$2,125.00
18	P-423-1 PAVY MARKING REMOVAL	300	SF	\$ 1.10	\$ 330.00	\$1.85	\$555.00	\$1.85	\$555.00	\$1.30	\$390.00	\$1.30	\$390.00
19	L-125-1 1/2" 14-134 TYPE C CABLE	9,150	LF	\$ 2.20	\$ 20,130.00	\$1.35	\$12,352.50	\$2.00	\$18,300.00	\$1.25	\$11,437.50	\$1.46	\$13,359.00
20	L-125-1 1/2" 14-134 TYPE C CABLE	7,000	LF	\$ 1.50	\$ 10,500.00	\$1.60	\$11,200.00	\$1.60	\$11,200.00	\$1.60	\$11,200.00	\$1.16	\$8,120.00
21	L-106-1 GRADE REMOVAL	1,840	LF	\$ 1.18	\$ 2,171.20	\$0.75	\$1,380.00	\$0.75	\$1,380.00	\$0.75	\$1,380.00	\$0.50	\$920.00
22	L-110-1 2" DIRECT BURIED SCHEDULE 40 PVC CONDUIT	8,200	LF	\$ 40.040.00	\$ 328,328.00	\$4.00	\$32,800.00	\$7.00	\$57,400.00	\$8.00	\$65,600.00	\$8.00	\$65,600.00
23	L-110A-1 2" PVC DIRECTIONALLY DRILLED CONDUIT	1,500	LF	\$ 38.80	\$ 58,200.00	\$25.00	\$37,500.00	\$30.00	\$45,000.00	\$35.00	\$52,500.00	\$38.00	\$57,000.00
24	L-125-1 BASE MOUNTED 1-8811(1) ELEVATED FAIRWAY EDGE LIGHT	85	EA	\$ 1,100.00	\$ 93,500.00	\$985.00	\$83,725.00	\$1,100.00	\$93,500.00	\$1,100.00	\$93,500.00	\$1,100.00	\$93,500.00
25	L-125-2 RELOCATED 1-8811(1) ELEVATED FAIRWAY EDGE LIGHT	13	EA	\$ 480.00	\$ 6,240.00	\$600.00	\$7,800.00	\$750.00	\$9,750.00	\$650.00	\$8,450.00	\$700.00	\$9,100.00
26	L-125-3 REMOVAL OF EXISTING FIXTURE	13	EA	\$ 110.00	\$ 1,430.00	\$150.00	\$1,950.00	\$125.00	\$1,625.00	\$125.00	\$1,625.00	\$120.00	\$1,560.00
27	L-858-1 NEW LIGHTED GUIDANCE SIGN, 3 MODULE	3	EA	\$ 8,180.00	\$ 24,540.00	\$5,800.00	\$17,400.00	\$5,000.00	\$15,000.00	\$6,000.00	\$18,000.00	\$6,800.00	\$20,400.00
28	L-801-1 CONSERVATION PLANTY SEED	2,350	SY	\$ 0.44	\$ 1,042.00	\$0.90	\$2,115.00	\$0.90	\$2,115.00	\$1.35	\$3,172.50	\$1.10	\$2,585.00
29	L-801-1 WOOD FIBER MULCH	2,350	SY	\$ 0.23	\$ 540.50	\$0.70	\$1,645.00	\$0.70	\$1,645.00	\$0.30	\$705.00	\$0.30	\$705.00
30	L-925-1 TOPSOILING	2,350	SY	\$ 2.64	\$ 6,204.00	\$5.00	\$11,750.00	\$3.75	\$8,812.50	\$3.75	\$8,812.50	\$2.70	\$6,345.00
TOTAL: BASE BID PHASE 1:				\$ 1,841,339		\$1,161,128.75		\$1,161,948.75		\$1,113,772.25		\$1,267,423.75	

ALL QUANTITIES ARE APPROXIMATE AND DO NOT CONSTITUTE A BID SPECIFICATION

BID REVIEW SHEET
 NO. B-26-11, CIP 488, AIRPORT PROJECT
 BID OPENING DATE/TIME: 3.23.18 AT 2:00 PM
 DEPARTMENT: CDD, ENGINEERING SVCS
 POINT OF CONTACT: M. DRUKKER

				Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	
				Engineer's Estimate	FL MERRILL CONSTRUCTION INC	VERDOO	VERDOO	PIRE INDUSTRIES INC	VERDOO	VERDOO	SARGENT CORPORATION	VERDOO	
				Unit prices including 10% contingency									
ITEM #	ITEMIZED PRICES ADDITIVE ALTERNATE 1:	QTY	UOM		UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	
1	G-001-3 SAFETY AND PHASING-ADDITIVE ALTERNATE #1	1	LS	\$ 5,500.00	\$ 5,500.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$2,400.00	\$2,600.00	\$30,000.00	\$30,000.00
2	P-420-1 HMA CRACK SEALING	34,500	LF	\$ 2.30	\$ 78,500.00	\$0.85	\$29,475.00	\$0.38	\$13,230.00	\$0.40	\$13,800.00	\$0.40	\$13,800.00
3	P-420-2 HMA MASTIC CRACK SEALING	500	LF	\$ 3.30	\$ 1,650.00	\$42.00	\$21,000.00	\$13.50	\$6,750.00	\$18.00	\$9,000.00	\$13.00	\$6,500.00
4	P-420-1 PERMANENT YELLOW OR WHITE PAINT MARKINGS	50,000	SF	\$ 0.72	\$ 36,000.00	\$1.55	\$77,500.00	\$1.55	\$77,500.00	\$1.35	\$67,500.00	\$0.90	\$45,000.00
5	P-420-2 PERMANENT BLACK PAINT MARKINGS	48,000	SF	\$ 0.35	\$ 16,800.00	\$1.35	\$64,750.00	\$1.35	\$64,750.00	\$0.85	\$40,750.00	\$0.80	\$38,400.00
6	P-420-4 PAINT MARKING REMOVAL	40,000	SF	\$ 0.55	\$ 22,000.00	\$0.95	\$37,950.00	\$0.95	\$37,950.00	\$1.45	\$57,950.00	\$2.20	\$87,800.00
	TOTAL:			\$ 187,750.00		\$1,226,175.00		\$771,978.00		\$219,184.00		\$251,300.00	
ITEMIZED PRICES ADDITIVE ALTERNATE 2:													
1	G-001-4 SAFETY AND PHASING-ADDITIVE ALTERNATE #2	1	LS	\$ 5,500.00	\$ 5,500.00	\$32,000.00	\$32,000.00	\$40,000.00	\$40,000.00	\$2,400.00	\$2,600.00	\$20,000.00	\$20,000.00
2	P-420-1 HMA CRACK SEALING	17,500	LF	\$ 2.30	\$ 40,250.00	\$5.25	\$91,875.00	\$0.38	\$6,650.00	\$0.40	\$7,000.00	\$0.40	\$7,000.00
3	P-420-1 PERMANENT YELLOW OR WHITE PAINT MARKINGS	14,000	SF	\$ 0.72	\$ 10,080.00	\$1.25	\$17,500.00	\$1.55	\$21,700.00	\$1.35	\$18,900.00	\$0.90	\$12,600.00
4	P-420-2 PERMANENT BLACK PAINT MARKINGS	15,000	SF	\$ 0.35	\$ 5,250.00	\$1.35	\$20,250.00	\$1.35	\$20,250.00	\$0.85	\$12,750.00	\$0.80	\$12,000.00
5	P-420-4 PAINT MARKING REMOVAL	14,000	SF	\$ 0.35	\$ 4,900.00	\$0.95	\$13,300.00	\$0.95	\$13,300.00	\$1.45	\$20,300.00	\$2.20	\$30,800.00
	TOTAL:			\$ 48,840.00		\$117,425.00		\$101,350.00		\$61,350.00		\$42,400.00	
ITEMIZED PRICES ADDITIVE ALTERNATE 3:													
1	G-001-5 SAFETY AND PHASING-ADDITIVE ALTERNATE #3	1	LS	\$ 5,500.00	\$ 5,500.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$1,500.00	\$1,500.00	\$7,400.00	\$7,400.00
2	P-151-2 CLEARING AND GRINDING RW 30 END	2.5	AC	\$ 1,100.00	\$ 2,750.00	\$14,000.00	\$35,000.00	\$8,000.00	\$15,000.00	\$5,000.00	\$12,500.00	\$7,750.00	\$10,375.00
3	P-151-3 CLEARING AND GRINDING RW 12 END	6	EA	\$ 1,650.00	\$ 9,900.00	\$3,000.00	\$18,000.00	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$3,000.00	\$18,000.00
4	P-151-4 CLEARING ON STEEP SLOPE RW 15 END	2.5	AC	\$ 5,500.00	\$ 13,750.00	\$11,000.00	\$27,500.00	\$6,000.00	\$15,000.00	\$3,000.00	\$12,500.00	\$7,350.00	\$11,375.00
	TOTAL:			\$ 31,900.00		\$108,200.00		\$72,600.00		\$38,300.00		\$43,150.00	
TOTAL: ADDITIVE ALTERNATE 1, 2 & 3:						\$1,378,600.00		\$844,478.00		\$320,200.00		\$403,850.00	

NOTED: UNREPORTED AREAS DO NOT CONFORM TO BID SPECIFICATIONS



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer September 10, 2018

Airport/Planning Area Concord Municipal Airport

State Block Grant Number SBG 04-13-2018

DUNS Number 07-397-6680

TO: City of Concord, New Hampshire
(herein called the "Sponsor")

FROM: **The State of New Hampshire** (acting through the New Hampshire Department of Transportation, herein called the "State")

WHEREAS, the Sponsor has submitted to the State a Project Application dated April 20, 2018, for a grant of Federal and State funds for a project at or associated with the Concord Municipal Airport, which as approved by the State, is included as part of this Grant Agreement; and

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

Reconstruct, Mark, Light, & Sign Taxiway A (approx. 4,850'x50') and Associated Stub Taxiways; Construct Runway 35 Aircraft Holding Apron; Construct Airfield Pavement Maintenance and Markings (Runway 17-35 and Runway 12-30) – Phase II (construction phase services)

which is more fully described in the Project Application.

NOW THEREFORE, 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., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES to pay ninety-five (95%) percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is **\$2,707,500.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0.00 for planning
 - \$2,707,500 for airport development or noise program implementation
 - \$0.00 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is **August 5, 2022**.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

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

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the State to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's 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 and State share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **October 10, 2018**, or such subsequent date as may be prescribed in writing by the State.

9. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares 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 and State shares require advance approval by the State.
10. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later: This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal and State funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the State, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the

Sponsor unilaterally reducing the maximum obligation.

The State can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The State's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The State can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the State finds it advantageous and in the best interests of the United States and the State.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports**. In accordance with 49 U.S.C. § 47108(b), 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 project.
18. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, 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 Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 - 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 and State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA and State 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 or State 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 Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of paragraph A of this award item.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.

- E. You must include the requirements of paragraph A of the award item in any subaward you make to a private entity.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated August 8, 2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Availability of Funds. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

25. Effective Date. If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.

26. Assignment of Interest. The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.

27. Entire Agreement. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.

28. Insurances. The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:

- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

29. Public Meeting. By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.

30. Airport Layout Plan. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the State and submit it in final form to the State. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

31. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal and state financial assistance at the airport. The Sponsor further agrees that the program will:

- A. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;

- c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
2. Inspection Schedule.
- a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- a. inspection date;
 - b. location;
 - c. distress types; and
 - d. maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.
- 32. Projects Which Contain Paving Work In Excess Of \$500,000.** The Sponsor agrees to:
- A. Furnish a construction management program to the State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - 4. Qualifications of engineering supervision and construction inspection personnel.
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the State.
 - C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in federal and state participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the State and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable

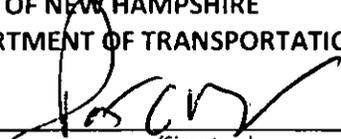
pavement with respect to the total pavement constructed under the grant agreement.

D. The State, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

33. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the State determines that the rehabilitation or reconstruction is required for safety reasons.
34. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

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 the Act, constituting the contractual obligations and rights of the State 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 become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Offer.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)

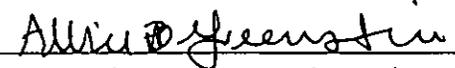
Patrick C. Herlihy

Director
Aeronautics, Rail and Transit

(Title of NHDOT Official)

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: 10/24/18

By: 

Assistant Attorney General

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

Dated: _____

Attest: _____

By: _____

Secretary of State

(Title)

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.

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

Executed this 19th day of September, 2018.

City of Concord, NH
(Name of Sponsor)

[Signature]
(Signature of Sponsor's Authorized Official)

By: Thomas A. Aspell Jr.
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, James Kennedy, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor'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 Concord, NH (location) this 19th day of September, 2018.

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

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



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 00165921 POLICY PERIOD: FROM: July 1, 2018 TO: July 1, 2019
THIS COVERAGE IS EFFECTIVE 12:01 A.M. July 1, 2018

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*

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 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: 09/17/2018



OLD REPUBLIC AEROSPACE, INC.

199 Water Street, 30th Floor, New York, NY 10038 | PH: (212) 607-2624 | FX: (212) 607-2614



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2018

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 633 W. Fifth Street Los Angeles, CA 90071	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 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017			

COVERAGES

CERTIFICATE NUMBER: 53975850

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 SUBR INSD 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 GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		HDO G71096750	07/01/18	07/01/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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 H25158684	07/01/18	07/01/19	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 DED RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WLR C6479033A (AOS) WCU C64789533 (LA, OH, TX) SCF C64789570 (WI)	07/01/18 07/01/18 07/01/18	07/01/19 07/01/19 07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"		EON G21655065 009	07/01/18	07/01/19	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)

CONTRACT MGR: Michael Perry. CONTRACT NUMBER: RPP 06-16. 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 INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

CANCELLATION

City of Concord

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

11 North State Street

AUTHORIZED REPRESENTATIVE

Concord, NH 03301

USA

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 13
Policy Symbol HDO	Policy Number G71096750	Policy Period 07/01/2018 TO 07/01/2019	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.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after
 - I. The beginning of the Policy period, if this endorsement is effective as of such date, or
 - II. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged

A handwritten signature in black ink, appearing to be 'C. R. ...', positioned above the text 'Authorized Representative'.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

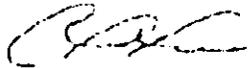
Named Insured Jacobs Engineering Group Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H25158684	Policy Period 07/01/2018 TO 07/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
- i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 600 WILSHIRE BOULEVARD, SUITE 1000 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR Number: C647033A
Policy Period 07-01-2018 TO 07-01-2019	Effective Date of Endorsement 07-01-2018
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	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

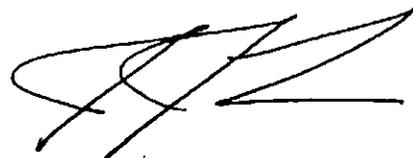
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 86
Policy Symbol EON	Policy Number G21655065 009	Policy Period 07/01/2018 to 07/01/2019	Effective Date of Endorsement 07/01/2018
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



Authorized Representative

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/17/2018

NAME OF INSURED: Jacobs Engineering Group Inc.

[Empty space for insurance details]



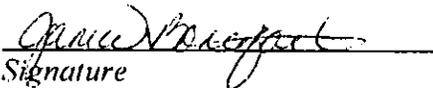
CERTIFICATE OF VOTE

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 for the purpose of constructing Phase II of the rehabilitation to Taxiway A. This authority was given during an official meeting of the Concord City Council on September 10, 2018.

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 24th day of September 2018.

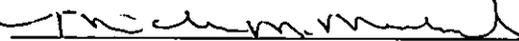

Signature

SEAL

City Clerk

State of New Hampshire, County of Merrimack

Dated this 24th day of September 2018 personally appeared Janice Bonenfant, City Clerk for the City of Concord, who subscribed and sworn to the above statement.

Attest: 
Notary Public



Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
--	--	--

* 3. Date Received: 04/20/2018	4. Applicant Identifier: _____
-----------------------------------	-----------------------------------

5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____
---	--

State Use Only: **RECEIVED**

6. Date Received by State: APR 19 2018	7. State Application Identifier: SBG 04-13-2018
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: **NH AERONAUTICS**
City of Concord

* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000177	* c. Organizational DUNS: 0739766800000
---	--

d. Address:

* Street1:	41 Green Street
Street2:	_____
* City:	Concord
County/Parish:	_____
* State:	NH: New Hampshire
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code:	03301-4255

e. Organizational Unit:

Department Name: Concord Municipal Airport	Division Name: Community Development
---	---

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.	* First Name: Martha
Middle Name: _____	
* Last Name: Drukker	
Suffix: _____	

Title: Associate City Engineer

Organizational Affiliation:
NA

* Telephone Number: (603) 225-8520	Fax Number: (603) 230-3630
------------------------------------	----------------------------

* Email: MDrukker@Concordnh.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide), Construct New Runway 35 hold Apron, Mark and Crack maintenance of runways 12-30 and 17-35.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,565,000.00"/>	✓
* b. Applicant	<input type="text" value="142,500.00"/>	✓
* c. State	<input type="text" value="142,500.00"/>	✓
* d. Local	<input type="text" value="0.00"/>	
* e. Other	<input type="text" value="0.00"/>	
* f. Program Income	<input type="text" value="0.00"/>	
* g. TOTAL	<input type="text" value="2,850,000.00"/>	✓

Handwritten checkmark

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

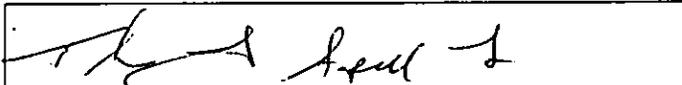
Suffix:

* Title:

* Telephone Number:

Fax Number:

Email:

* Signature of Authorized Representative: 

* Date Signed:

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Land use and compatibility is addressed in the 2006 Airport Master Plan Update and the 2010 Environmental Assessment for the project.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Not Applicable.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes. Coordination meetings prior to project start-up and notifications/updates at Airport weekly Coordnation Mtg.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not Applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor owns fee title, without adverse interests, all land being used as part of this project. Specific information regarding the property interest is contained in the Airport's Exhibit "A" on file with FAA – NE Regional office in Burlington, MA and the NHDOT Bureau of Aeronautics.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable. No land acquisition required for the project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable. No land acquisition required for the project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20.106	
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,301,000 -\$804 ✓
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			66,000
5. Other Architectural engineering fees			53,309
6. Project inspection fees			95,167
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,598,298
12. Equipment			
13. Miscellaneous			34,925
14. Subtotal (Lines 1 through 13)			\$ 2,850,000 ✓
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,850,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			
19. Federal Share requested of Line 18			2,565,000
20. Grantee share			142,500
21. Other shares			142,500
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 2,850,000

SECTION C - EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share - Fund Categories	Amount
a. Securitles	
b. Mortgages	
c. Appropriations (by Applicant)	142,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 142,500
25. Other Shares	Amount
a. State	142,500
b. Other	
c. TOTAL - Other Shares	\$ 142,500
26. TOTAL NON-FEDERAL FINANCING	\$ 285,000

SECTION E - REMARKS
 (Attach sheets if additional space is required)

\$ 285,000

[Signature]

10/29/18

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reconstruct, Light and Mark Taxiway A (4,850'), Construct New RW 35 hold Apron, Mark & Crack RW's
AIRPORT: Concord Municipal Airport
1. Objective: The Concord Municipal Airport Taxiway A is being reconstructed as a result of the existing poor pavement condition and age (45 plus years old). The project includes +/- 4,850' of Taxiway A. The objective of the pavement reconstruction is to mitigate potential damage to aircraft resulting from the poor pavement conditions. Additional safety enhancements include constructing a new runway 35 hold apron, adding taxiway lights to edges of Taxiway A along with crack sealing and painting the main runway 17-35 and secondary runway 12-30.
2. Benefits Anticipated: The reconstructed taxiway will improve safety at the Airport by eliminating foreign object debris (FOD) potential from the old cracking/chipping pavement. The crack sealing will remove vegetation growth within the runway crack and act to preserve the pavement structure. The runway markings will enhance safety by increasing the conspicuity of the runways to pilots.
3. Approach: (See approved Scope of Work in Final Application) The Taxiway will be reconstructed in two phases. Each phase will be awarded as funding is made available. Both phases were designed in 2016 and bid in 2018. The bidding included the provision to construct Phase 1 and 2 in separate construction seasons depending of funding. Phase 1 will be constructed in 2018 or 2019. Phase 2 is anticipated to be constructed in 2019 or 2020 for the southern portion of Taxiway A and a new Runway 35 hold apron. The project includes mitigation for land and habitat disturbance as outlined in the 2010 Environmental Assessment and the 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 habitat. Jacobs Engineering will conduct Construction Administration and Resident Engineering Services. Construction material testing, as-built survey, and environmental survey will be provided by the City's consultants.
4. Geographic Location: Concord Municipal Airport – Concord New Hampshire.
5. If Applicable, Provide Additional Information: The Environmental impacts for this project were extensively studied during the 2010 Environmental Assessment. Disturbed Habitat will be mitigated via transplanting lupine plants, clearing habitat areas and transfer of funds to the NHF&G Department for use to create and protect habitat.
6. Sponsor's Representative: (include address & telephone number) Ms. Martha Drukker, Associate Engineer City of Concord, 41 Green Street, Concord, NH 03301 603-225-8520

Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT
Application for Federal Assistance

Reconstruct, Light & Mark Taxiway A (4,850' +/- x 50' wide)
Construct New Runway 35 Hold Apron
Mark and crack maintenance on RW 17-35 & 12-30
(Construction)

Concord Municipal Airport
Concord, NH
SBG-04-13-2018

GENERAL PROJECT DESCRIPTION

Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide), Construct New Runway 35 hold Apron, Mark and Crack maintenance of runways 12-30 and 17-35.

DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS

ADMINISTRATION EXPENSE:

The grant includes costs incurred by the sponsor for the independent fee estimates (IFE) and miscellaneous project expenses that may occur during the project.

ARCHITECTURAL ENGINEERING BASIC FEES:

The grant includes fees for the construction administration, resident engineering, and material testing services. See Appendix 5 for the scopes and fees.

CONSTRUCTION AND PROJECT IMPROVEMENT:

The grant includes construction costs based on the April 23, 2018 bid opening. See Appendix 4 for the bid tabulation.

Project Sketches – See Appendix 5 (at end of Engineer's Scope)

Grant Assurances – See Appendix 2

Sponsor Certification Forms – See Appendix 1

TOTAL PROJECT COST – REFER TO ATTACHED WORKSHEET FOR BREAKDOWN OF COSTS BY PHASE

The project costs are summarized below:

Administration Expense (IFE).....	\$1,500.00
Administration Expense (Miscellaneous).....	\$800.00
Administration Expense ('Rounding' Monies to make the federal amount a whole dollar value).....	\$0.75
Architectural Engineering Basic Fees (Jacobs).....	\$66,000.00
Other Architectural Engineering Fees (Mat'l Testing, As-built & Env. Survey, by the City's consultant).....	\$53,309.00
Project Inspection Fees (Jacobs).....	\$95,167.00
Construction and Project Improvement (Pike Industries: Phase 1, 2, Additive Alternates #1, #2 & #3).....	\$2,598,298.25
Miscellaneous (Habitat Mitigation Fees).....	\$34,925.00
TOTAL	\$2,850,000.00

The project funding shall be broken out as described below:

Federal Share (90%).....	\$2,565,000.00
Sponsor Share (5%).....	\$142,500.00
State Share (5%).....	\$142,500.00
TOTAL	\$2,850,000.00

PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)

Data Collection (Separate Grant).....	Fall 2016
Design (Separate Grant).....	Winter 2016
Bidding (Separate Grant).....	Spring 2017
Construction	Fall 2018 or Spring 2019

Statement on Disadvantaged Business Enterprise (DBE) Status:

The project is anticipated to achieve no less than 4.82% DBE participation.

Statement on User Coordination:

The airport users will be notified once a construction start date has been determined.

Intergovernmental Review:

For airport improvement projects wholly contained within the airport's property boundaries, FAA has an exemption from the E.O. 12372 Intergovernmental Review Process. This process is being completed in tangent with the grant application.

Environmental Impacts & Mitigating Measures (Ref. Part II, Item 4):

The Environmental impacts for this project were extensively studied during the 2011 Environmental Assessment. Disturbed habitat of the Kame Blue Butterfly (KBB) will be mitigated via transplanting lupine plants, clearing habitat areas and transfer of funds to the NH F&G Department for use to create and protect the KBB habitat. A plant, snake and bird survey will be completed by the Smart Associates prior to the start of any construction phase. See Environmental Assessment FONSI completed on December 2011 prepared by Jacobs for details.

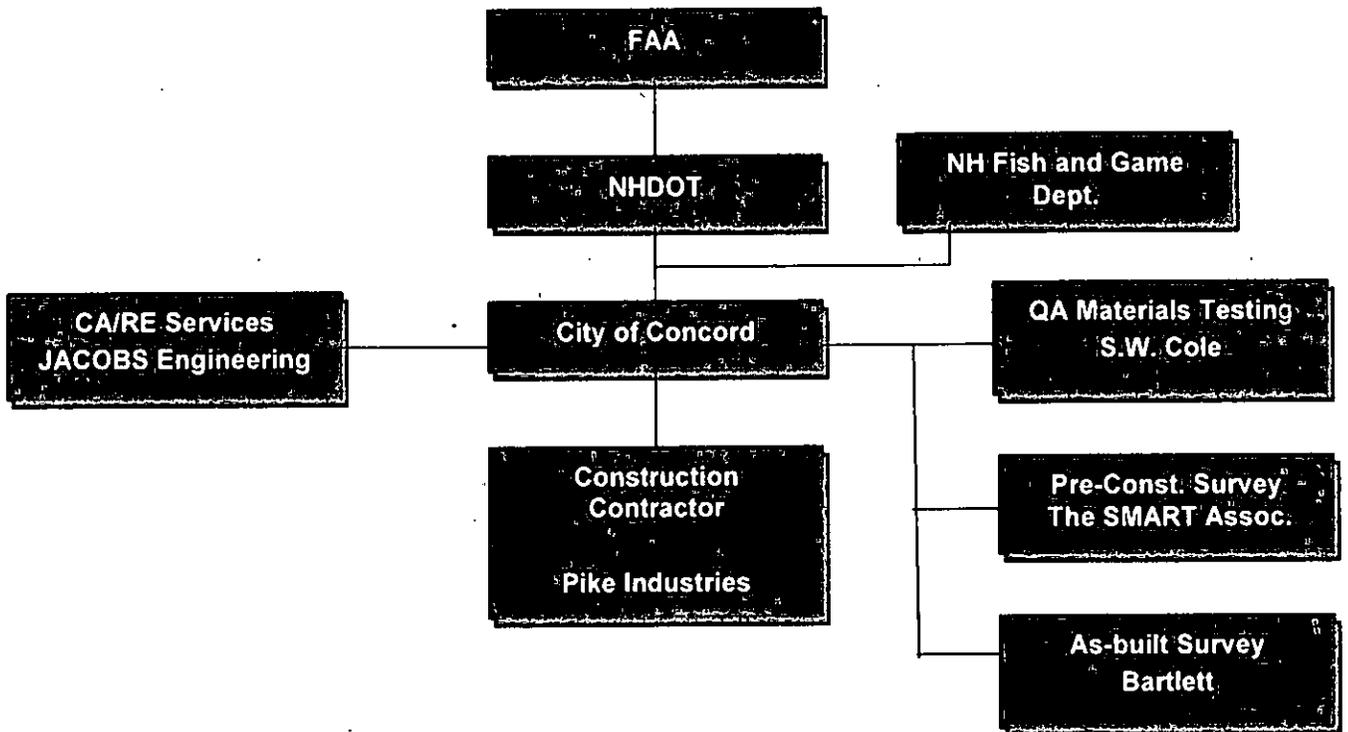
Exhibit "A" Statement:

The Exhibit "A" Property Map dated August 8, 2011, and attached to the Grant Application for SBG-04-05-2010, reflects the current information as of this date.

The above mentioned Exhibit "A" Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.

Concord Municipal Airport
Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide),
Construct New Runway 35 hold Apron, Mark and Crack
Maintenance of Runways 12-30 and 17-35.
Grant #SBG-04-13-2018

Project Organizational Chart



BID REVIEW SHEET
 BID #: B 26-18, CIP 468, AIRPORT PROJECT
 BID OPENING DATE/TIME: 3.23.18 AT 2:00 PM
 DEPARTMENT: CDD, ENGINEERING SVCS
 POINT OF CONTACT: M. DRUKKER

VENDOR
 Engineer's Estimate
 Unit prices including
 10% contingency

ITEM #	ITEMIZED PRICES BASE BID PHASE 2:	QTY	UM	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	G-001-2 SAFETY AND PHASING-PHASE 2	1	LS	\$ 22,000.00	\$ 22,000.00	\$57,000.00	\$57,000.00	\$50,000.00	\$50,000.00	\$85,000.00	\$85,000.00	\$29,400.00	\$29,430.00
2	G-002-1 AS-BUILT PLANS	1	LS	\$ 2,200.00	\$ 2,200.00	\$2,700.00	\$2,700.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,030.00
3	M-001-1 MOBILIZATION	1	LS	\$ 22,000.00	\$ 22,000.00	\$80,000.00	\$80,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$50,000.00	\$54,030.00
4	M-001-2 ENGINEER'S FIELD OFFICE	1	LS	\$ 5,500.00	\$ 5,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
5	M-003-1 SAWED CONTROL JOINTS	100	LF	\$ 8.80	\$ 880.00	\$42.00	\$4,200.00	\$6.00	\$600.00	\$18.50	\$1,850.00	\$18.50	\$1,850.00
6	P-151-1 CLEARING AND GRUBBING	1.2	AC	\$ 5,500.00	\$ 6,600.00	\$4,000.00	\$4,800.00	\$10,000.00	\$12,000.00	\$10,000.00	\$12,000.00	\$10,000.00	\$12,000.00
7	P-152-1 UNCLASSIFIED EXCAVATION	7,290	CY	\$ 8.80	\$ 64,152.00	\$7.00	\$51,030.00	\$10.00	\$72,900.00	\$10.00	\$72,900.00	\$12.80	\$93,312.00
8	P-154-1 SUBBASE COURSE	1,200	CY	\$ 16.50	\$ 19,800.00	\$17.00	\$20,400.00	\$23.00	\$27,600.00	\$18.50	\$22,200.00	\$27.00	\$32,400.00
9	P-156-1 SILT FENCE (SNAKE BARRIER)	700	LF	\$ 4.40	\$ 3,080.00	\$4.10	\$2,870.00	\$2.50	\$1,750.00	\$2.25	\$1,575.00	\$2.50	\$1,750.00
10	P-156-2 EROSION CONTROL BLANKET	5,500	SF	\$ 2.20	\$ 12,100.00	\$0.25	\$1,375.00	\$0.30	\$1,650.00	\$0.55	\$3,025.00	\$0.20	\$1,100.00
11	P-156-3 INLET PROTECTION	28	EA	\$ 137.50	\$ 3,850.00	\$110.00	\$3,080.00	\$150.00	\$4,200.00	\$110.00	\$3,080.00	\$100.00	\$2,800.00
12	P-156-4 EROSION & SEDIMENT CONTROL & STORM WATER MANAGEMENT PLAN	1	LS	\$ 1,650.00	\$ 1,650.00	\$3,300.00	\$3,300.00	\$25,000.00	\$25,000.00	\$3,000.00	\$3,000.00	\$50,000.00	\$50,000.00
13	P-156-5 SNAKE PASSAGE	3	EA	\$ 4.40	\$ 13.20	\$110.00	\$330.00	\$200.00	\$600.00	\$175.00	\$525.00	\$140.00	\$420.00
14	P-156-6 PHASE 2 MATERIAL HAUL ROUTE	1	EA	\$ 11,000.00	\$ 11,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$10,000.00	\$10,000.00
15	P-209-1 CRUSHED AGGREGATE BASE COURSE	3,400	CY	\$ 24.20	\$ 82,280.00	\$30.00	\$102,000.00	\$30.00	\$102,000.00	\$30.00	\$102,000.00	\$45.00	\$153,000.00
16	P-401-1 PLANT MIX BITUMINOUS PAVEMENT	5,100	TON	\$ 93.50	\$ 476,850.00	\$79.00	\$402,900.00	\$72.50	\$369,750.00	\$85.00	\$433,500.00	\$83.00	\$423,300.00
17	P-602-1 BITUMINOUS PRIME COAT	6,000	GAL	\$ 2.20	\$ 13,200.00	\$1.00	\$6,000.00	\$2.50	\$15,000.00	\$3.00	\$18,000.00	\$4.40	\$26,400.00
18	P-603-1 BITUMINOUS TACK COAT	2,000	GAL	\$ 3.30	\$ 6,600.00	\$4.00	\$8,000.00	\$4.00	\$8,000.00	\$4.00	\$8,000.00	\$4.40	\$8,800.00
19	P-620-1 PERMANENT YELLOW OR WHITE PAINT MARKINGS	2,250	SF	\$ 0.72	\$ 1,620.00	\$1.95	\$4,387.50	\$1.95	\$4,387.50	\$1.35	\$3,037.50	\$1.85	\$4,162.50
20	P-620-2 PERMANENT BLACK PAINT MARKINGS	60	SF	\$ 0.72	\$ 42.90	\$1.55	\$93.00	\$1.55	\$93.00	\$0.95	\$57.00	\$1.85	\$111.00
21	P-620-3 TEMPORARY PAINT MARKINGS	2,250	SF	\$ 0.55	\$ 1,237.50	\$1.55	\$3,487.50	\$1.55	\$3,487.50	\$0.85	\$1,912.50	\$1.65	\$3,712.50
22	P-620-4 PAINT MARKING REMOVAL	50	SF	\$ 1.10	\$ 55.00	\$1.95	\$97.50	\$1.95	\$97.50	\$1.45	\$72.50	\$3.35	\$167.50
23	D-705-1 24 INCH PERFORATED HDPE PIPE	164	LF	\$ 137.50	\$ 22,550.00	\$82.00	\$13,548.00	\$300.00	\$49,200.00	\$350.00	\$57,400.00	\$300.00	\$49,200.00
24	D-751-1 CATCH BASIN	4	EA	\$ 5,500.00	\$ 22,000.00	\$8,500.00	\$34,000.00	\$5,500.00	\$22,000.00	\$6,300.00	\$25,200.00	\$15,900.00	\$63,600.00
25	L-108-1 1/2" #8 L-824 TYPE C CABLE	7,650	LF	\$ 2.20	\$ 16,830.00	\$1.25	\$9,562.50	\$2.00	\$15,300.00	\$1.25	\$9,562.50	\$1.40	\$10,710.00
26	L-108-2 1/2" #8 BARE COUNTERPOISE WIRE	7,000	LF	\$ 3.30	\$ 23,100.00	\$1.00	\$7,000.00	\$1.00	\$7,000.00	\$1.00	\$7,000.00	\$1.10	\$7,700.00
27	L-108-3 CABLE REMOVAL	500	LF	\$ 1.10	\$ 550.00	\$0.75	\$375.00	\$0.75	\$375.00	\$0.75	\$375.00	\$0.90	\$450.00
28	L-110-1 2" DIRECT BURIED SCHEDULE 80 PVC CONDUIT	6,025	LF	\$ 7.70	\$ 46,392.50	\$6.00	\$36,150.00	\$7.00	\$42,175.00	\$6.00	\$36,150.00	\$6.60	\$39,765.00
29	L-110A-1 2" PVC DIRECTIONALLY DRILLED CONDUIT	650	LF	\$ 38.50	\$ 25,025.00	\$35.00	\$22,750.00	\$30.00	\$19,500.00	\$35.00	\$22,750.00	\$38.00	\$24,700.00
30	L-125-1 BASE MOUNTED L-861T(L) ELEVATED TAXIWAY EDGE LIGHT	60	EA	\$ 1,100.00	\$ 66,000.00	\$985.00	\$59,100.00	\$1,100.00	\$66,000.00	\$1,100.00	\$66,000.00	\$1,100.00	\$66,000.00
31	L-125-2 RELOCATED L-861T(L) ELEVATED TAXIWAY EDGE LIGHT	7	EA	\$ 880.00	\$ 6,160.00	\$600.00	\$4,200.00	\$750.00	\$5,250.00	\$600.00	\$4,200.00	\$700.00	\$4,900.00
32	L-125-3 REMOVAL OF EXISTING FIXTURE	7	EA	\$ 110.00	\$ 770.00	\$10.00	\$70.00	\$125.00	\$875.00	\$12.00	\$84.00	\$12.00	\$84.00
33	F-182-1 CHAIN LINK VEHICLE GATE	1	LS	\$ 3,300.00	\$ 3,300.00	\$5,800.00	\$5,800.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$7,400.00	\$7,430.00
34	T-801-1 CONSERVATION HABITAT SEED	6,200	SY	\$ 0.44	\$ 2,728.00	\$0.60	\$4,960.00	\$0.60	\$3,720.00	\$0.60	\$3,720.00	\$1.10	\$6,820.00
35	T-801-2 WOOD FIBER MULCH	6,200	SY	\$ 0.28	\$ 1,705.00	\$0.70	\$4,340.00	\$0.30	\$1,860.00	\$0.25	\$1,550.00	\$0.25	\$1,550.00
36	T-805-1 TOPSOILING	6,200	SY	\$ 2.86	\$ 17,732.00	\$3.70	\$22,940.00	\$2.25	\$13,950.00	\$3.00	\$18,600.00	\$2.20	\$13,640.00
37	T-805-2 OFFSITE TOPSOIL	500	SY	\$ 3.30	\$ 1,650.00	\$4.10	\$2,050.00	\$4.00	\$2,000.00	\$5.00	\$2,500.00	\$5.90	\$2,950.00
TOTAL: BASE BID PHASE 2:				\$ 1,013,181.85		\$1,013,181.85		\$1,013,181.85		\$1,013,181.85		\$1,013,181.85	

BID REVIEW SHEET
 BID # 24-18, CIV 24, AIRPORT PROJECT
 BID OPENING DATE/TIME: 12.11.18 AT 2:00 PM
 DEPARTMENT: C&S, ENGINEERING SVCS
 POINT OF CONTACT: M. DRUKKER

		VENDOR		VENDOR		VENDOR		VENDOR		VENDOR			
		Engineer's Estimate Unit prices including 10% contingency		FL MERRILL CONSTRUCTION INC		NORTHEAST EARTH MECHANICS INC		PIRE INDUSTRIES INC		SARGENT CORPORATION			
ITEM #	ITEMIZED PRICES BASE BID PHASE 2:	QTY	UM	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE		
1	G-001-2 SAFETY AND PHASING-PHASE 2	1	LS	\$ 22,000.00	\$ 22,000.00	\$57,000.00	\$57,000.00	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$29,400.00	\$29,400.00
2	G-002-1 AS-BUILT PLANS	1	LS	\$ 2,200.00	\$ 2,200.00	\$2,700.00	\$2,700.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
3	M-001-1 MOBILIZATION	1	LS	\$ 22,000.00	\$ 22,000.00	\$80,000.00	\$80,000.00	\$180,000.00	\$180,000.00	\$50,000.00	\$50,000.00	\$54,000.00	\$54,000.00
4	M-001-2 ENGINEER'S FIELD OFFICE	1	LS	\$ 5,500.00	\$ 5,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
5	M-003-1 SAWED CONTROL JOINTS	100	LF	\$ 8.80	\$ 880.00	\$42.00	\$4,200.00	\$8.00	\$800.00	\$18.50	\$1,850.00	\$18.50	\$1,850.00
6	P-151-1 CLEARING AND GRUBBING	1.2	AC	\$ 5,500.00	\$ 6,600.00	\$4,000.00	\$4,800.00	\$10,000.00	\$12,000.00	\$10,000.00	\$12,000.00	\$10,000.00	\$12,000.00
7	P-152-1 UNCLASSIFIED EXCAVATION	7,280	CY	\$ 8.80	\$ 64,152.00	\$7.00	\$ 50,960.00	\$10.00	\$ 72,800.00	\$10.00	\$ 72,800.00	\$12.00	\$ 87,360.00
8	P-154-1 SUBBASE COURSE	1,700	CY	\$ 18.50	\$ 31,450.00	\$17.00	\$ 28,900.00	\$23.00	\$ 39,050.00	\$18.50	\$ 31,450.00	\$27.50	\$ 46,775.00
9	P-155-1 SILEY FENCE (SHAKE BARRIER)	700	LF	\$ 4.40	\$ 3,080.00	\$4.10	\$ 2,870.00	\$3.50	\$ 2,450.00	\$2.25	\$ 1,575.00	\$2.50	\$ 1,750.00
10	P-156-2 EROSION CONTROL BLANKET	5,500	SF	\$ 2.20	\$ 12,100.00	\$0.25	\$ 1,375.00	\$0.30	\$ 1,650.00	\$0.55	\$ 3,025.00	\$0.20	\$ 1,100.00
11	P-156-3 SILEY PROTECTION	28	EA	\$ 137.50	\$ 3,850.00	\$118.00	\$ 3,304.00	\$150.00	\$ 4,200.00	\$110.00	\$ 3,080.00	\$100.00	\$ 2,800.00
12	P-156-4 EROSION & SEDIMENT CONTROL & STORM WATER MANAGEMENT PLAN	1	LS	\$ 1,850.00	\$ 1,850.00	\$3,300.00	\$3,300.00	\$25,000.00	\$25,000.00	\$3,000.00	\$3,000.00	\$50,000.00	\$50,000.00
13	P-156-5 SNAKE PASSAGE	3	EA	\$ 4.40	\$ 13.20	\$110.00	\$330.00	\$200.00	\$600.00	\$175.00	\$525.00	\$140.00	\$420.00
14	P-156-6 PHASE 2 MATERIAL HAUL ROUTE	1	EA	\$ 11,000.00	\$ 11,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$10,000.00	\$10,000.00
15	P-209-1 CRUSHED AGGREGATE BASE COURSE	3,400	CY	\$ 24.20	\$ 82,280.00	\$30.00	\$102,000.00	\$30.00	\$102,000.00	\$30.00	\$102,000.00	\$45.00	\$153,000.00
16	P-401-1 PLANT MIX BITUMINOUS PAVEMENT	5,100	YDN	\$ 93.50	\$ 476,850.00	\$79.00	\$402,900.00	\$72.50	\$369,750.00	\$45.00	\$209,250.00	\$83.00	\$423,300.00
17	P-602-1 BITUMINOUS PRIME COAT	8,000	GAL	\$ 2.20	\$ 17,600.00	\$1.00	\$ 8,000.00	\$2.50	\$ 20,000.00	\$3.00	\$ 24,000.00	\$4.40	\$ 35,200.00
18	P-603-1 BITUMINOUS TACK COAT	7,000	GAL	\$ 3.30	\$ 23,100.00	\$4.00	\$ 28,000.00	\$4.00	\$ 28,000.00	\$4.00	\$ 28,000.00	\$4.40	\$ 30,800.00
19	P-620-1 PERMANENT YELLOW OR WHITE PAINT MARKINGS	2,250	SF	\$ 0.72	\$ 1,620.00	\$1.95	\$ 4,387.50	\$1.95	\$ 4,387.50	\$1.35	\$ 3,037.50	\$1.90	\$ 4,275.00
20	P-620-2 PERMANENT BLACK PAINT MARKINGS	60	SF	\$ 0.72	\$ 42.90	\$1.95	\$ 117.00	\$1.95	\$ 117.00	\$1.35	\$ 81.00	\$1.85	\$ 111.00
21	P-620-3 TEMPORARY PAINT MARKINGS	2,250	SF	\$ 0.55	\$ 1,237.50	\$1.95	\$ 4,387.50	\$1.95	\$ 4,387.50	\$1.35	\$ 3,037.50	\$1.85	\$ 4,162.50
22	P-620-4 PAINT MARKING REMOVAL	50	SF	\$ 1.10	\$ 55.00	\$1.95	\$ 97.50	\$1.95	\$ 97.50	\$1.35	\$ 67.50	\$1.85	\$ 92.50
23	C-705-1 1/2 INCH PERFORATED HDPE PIPE	184	LF	\$ 137.50	\$ 25,300.00	\$82.00	\$ 15,112.00	\$50.00	\$ 9,300.00	\$35.00	\$ 6,475.00	\$60.00	\$ 10,920.00
24	C-751-1 CATCH BASIN	4	EA	\$ 5,500.00	\$ 22,000.00	\$8,500.00	\$ 34,000.00	\$5,500.00	\$ 22,000.00	\$6,300.00	\$ 25,200.00	\$15,000.00	\$ 60,000.00
25	L-108-1 1/2" #8 L-824 TYPE C CABLE	7,650	LF	\$ 2.20	\$ 16,830.00	\$1.25	\$ 9,562.50	\$2.00	\$ 15,300.00	\$1.25	\$ 9,562.50	\$1.40	\$ 10,710.00
26	L-108-2 1/2" #8 BARE COUNTERPOISE WIRE	7,000	LF	\$ 3.30	\$ 23,100.00	\$1.00	\$ 7,000.00	\$1.50	\$ 10,500.00	\$1.00	\$ 7,000.00	\$1.10	\$ 7,700.00
27	L-108-3 CABLE REMOVAL	500	LF	\$ 1.10	\$ 550.00	\$0.75	\$ 375.00	\$0.75	\$ 375.00	\$0.75	\$ 375.00	\$0.90	\$ 450.00
28	L-110-1 2" DIRECT BURIED SCHEDULE 30 PVC CONDUIT	8,025	LF	\$ 7.70	\$ 61,792.50	\$8.00	\$ 64,200.00	\$7.00	\$ 56,175.00	\$8.00	\$ 64,200.00	\$8.60	\$ 69,045.00
29	L-110-1 2" PVC DIRECTIONALLY DRILLED CONDUIT	650	LF	\$ 38.50	\$ 25,025.00	\$35.00	\$ 22,750.00	\$30.00	\$ 19,500.00	\$35.00	\$ 22,750.00	\$38.00	\$ 24,700.00
30	L-125-1 BASE MOUNTED L-861(L) ELEVATED TAXIWAY EDGE LIGHT	60	EA	\$ 1,100.00	\$ 66,000.00	\$985.00	\$ 59,100.00	\$1,100.00	\$ 66,000.00	\$1,100.00	\$ 66,000.00	\$1,100.00	\$ 66,000.00
31	L-125-2 RELOCATED L-861(L) ELEVATED TAXIWAY EDGE LIGHT	7	EA	\$ 880.00	\$ 6,160.00	\$600.00	\$ 4,200.00	\$750.00	\$ 5,250.00	\$600.00	\$ 4,200.00	\$700.00	\$ 4,900.00
32	L-125-3 REMOVAL OF EXISTING FIXTURE	7	EA	\$ 110.00	\$ 770.00	\$10.00	\$ 70.00	\$125.00	\$ 875.00	\$15.00	\$ 105.00	\$12.00	\$ 84.00
33	L-182-1 CHAIN LINK VEHICLE GATE	1	LS	\$ 3,300.00	\$ 3,300.00	\$5,800.00	\$ 5,800.00	\$3,500.00	\$ 3,500.00	\$5,000.00	\$ 5,000.00	\$7,400.00	\$ 7,400.00
34	Y-901-1 CONSERVATION HABITAT SEED	8,200	SY	\$ 0.44	\$ 3,608.00	\$0.80	\$ 6,560.00	\$0.60	\$ 4,920.00	\$0.60	\$ 4,920.00	\$1.10	\$ 9,020.00
35	Y-901-2 WOOD FIBER MULCH	8,200	SY	\$ 0.28	\$ 2,296.00	\$0.70	\$ 5,740.00	\$0.50	\$ 4,100.00	\$0.25	\$ 2,050.00	\$0.25	\$ 2,050.00
36	Y-905-1 TOPSOILING	6,200	SY	\$ 2.84	\$ 17,728.00	\$3.70	\$ 22,940.00	\$2.25	\$ 13,950.00	\$3.00	\$ 18,600.00	\$2.20	\$ 13,720.00
37	Y-905-2 OFFSITE TOPSOIL	500	SY	\$ 3.30	\$ 1,650.00	\$4.10	\$ 2,050.00	\$4.00	\$ 2,000.00	\$3.00	\$ 1,500.00	\$5.90	\$ 2,950.00
TOTAL: BASE BID PHASE 2:					\$ 1,013,181.85	\$ 1,000,796.00	\$ 1,158,820.50	\$ 1,124,328.00	\$ 1,238,067.00				

HIGHLIGHTED AREA-DID NOT CONFORM TO BID SPECIFICATIONS - 10/20/18

BID REVIEW SHEET
 BID #: B 26-18, CIP 488, AIRPORT PROJECT
 BID OPENING DATE/TIME: 3.23.18 AT 2:00 PM
 DEPARTMENT: CDD, ENGINEERING SVCS
 POINT OF CONTACT: M. DRUKKER

		VENDOR		VENDOR		VENDOR		VENDOR		VENDOR			
		Engineer's Estimate		FL MERRILL CONSTRUCTION INC		PIKE INDUSTRIES INC		PIKE INDUSTRIES INC.		SARGENT CORPORATION			
		Unit prices including 10% contingency											
ITEM #	ITEMIZED PRICES ADDITIVE ALTERNATE 1:	QTY	U/M	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE		
1	G-001-3 SAFETY AND PHASING-ADDITIVE ALTERNATE #1	1	LS	\$ 5,500.00	\$ 5,500.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$2,600.00	\$2,600.00	\$30,000.00	\$30,000.00
2	P-605-1 HMA CRACK SEALING	34,500	LF	\$ 2.20	\$ 75,900.00	\$0.65	\$22,425.00	\$0.36	\$12,420.00	\$0.40	\$13,800.00	\$0.40	\$13,800.00
3	P-605-2 HMA MASTIC CRACK SEALING	500	LF	\$ 3.50	\$ 1,650.00	\$42.00	\$21,000.00	\$13.50	\$6,750.00	\$15.00	\$7,500.00	\$15.00	\$7,500.00
4	P-620-1 PERMANENT YELLOW OR WHITE PAINT MARKINGS	50,000	SF	\$ 0.72	\$ 35,750.00	\$1.55	\$77,500.00	\$1.55	\$77,500.00	\$1.35	\$67,500.00	\$0.90	\$45,000.00
5	P-620-2 PERMANENT BLACK PAINT MARKINGS	65,000	SF	\$ 0.33	\$ 21,450.00	\$1.35	\$87,750.00	\$1.35	\$87,750.00	\$0.85	\$55,250.00	\$0.80	\$52,000.00
6	P-620-4 PAINT MARKING REMOVAL	50,000	SF	\$ 0.55	\$ 27,500.00	\$0.95	\$47,500.00	\$0.95	\$47,500.00	\$1.45	\$72,500.00	\$2.20	\$110,000.00
	TOTAL:				\$ 167,750.00		\$296,175.00		\$271,920.00		\$219,150.00		\$254,300.00
ITEMIZED PRICES ADDITIVE ALTERNATE 2:													
1	G-001-4 SAFETY AND PHASING-ADDITIVE ALTERNATE #2	1	LS	\$ 5,500.00	\$ 5,500.00	\$32,000.00	\$32,000.00	\$40,000.00	\$40,000.00	\$2,600.00	\$2,600.00	\$20,000.00	\$20,000.00
2	P-605-1 HMA CRACK SEALING	17,500	LF	\$ 2.20	\$ 38,500.00	\$5.25	\$91,875.00	\$0.36	\$6,300.00	\$0.40	\$7,000.00	\$0.40	\$7,000.00
3	P-620-1 PERMANENT YELLOW OR WHITE PAINT MARKINGS	14,000	SF	\$ 0.72	\$ 10,010.00	\$1.25	\$17,500.00	\$1.55	\$21,700.00	\$1.35	\$18,900.00	\$0.90	\$12,600.00
5	P-620-2 PERMANENT BLACK PAINT MARKINGS	15,000	SF	\$ 0.33	\$ 4,950.00	\$1.35	\$20,250.00	\$1.35	\$20,250.00	\$0.85	\$12,750.00	\$0.80	\$12,000.00
5	P-620-4 PAINT MARKING REMOVAL	14,000	SF	\$ 0.55	\$ 7,700.00	\$0.95	\$13,300.00	\$0.95	\$13,300.00	\$1.45	\$20,300.00	\$2.20	\$30,800.00
	TOTAL:				\$ 66,660.00		\$174,925.00		\$161,550.00		\$61,550.00		\$82,400.00
ITEMIZED PRICES ADDITIVE ALTERNATE 3:													
1	G-001-5 SAFETY AND PHASING-ADDITIVE ALTERNATE #3	1	LS	\$ 5,500.00	\$ 5,500.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$2,500.00	\$2,500.00	\$7,400.00	\$7,400.00
2	P-151-2 CLEARING AND GRINDING RW 30 END	2.5	AC	\$ 1,100.00	\$ 2,750.00	\$14,000.00	\$35,000.00	\$8,000.00	\$15,000.00	\$5,000.00	\$12,500.00	\$7,350.00	\$18,375.00
3	P-151-3 CLEARING AND GRINDING RW 12 END	6	EA	\$ 1,650.00	\$ 9,900.00	\$3,000.00	\$18,000.00	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$3,000.00	\$18,000.00
5	P-151-4 CLEARING ON STEEP SLOPE RW 35 END	2.5	AC	\$ 5,300.00	\$ 13,250.00	\$11,000.00	\$27,500.00	\$6,000.00	\$15,000.00	\$5,000.00	\$12,500.00	\$7,350.00	\$18,375.00
	TOTAL:				\$ 31,900.00		\$105,500.00		\$72,000.00		\$39,500.00		\$63,150.00
TOTAL: ADDITIVE ALTERNATE 1, 2 & 3:							\$576,600.00		\$445,470.00		\$320,200.00		\$403,850.00

NOTE: HIGHLIGHTED AREA DID NOT CONFORM TO BID SPECIFICATIONS

EXHIBIT A - SCOPE

Construction Administration and Resident Engineering Services

For

RECONSTRUCT, LIGHT AND MARK TAXIWAY A (4,850'+/- x 50' W) CONSTRUCT NEW RUNWAY 35 HOLD APRON MARK AND CRACK MAINTENANCE ON RUNWAYS 12-30 AND 17-35

at

CONCORD MUNICIPAL AIRPORT

I. GENERAL

The basic scope of the project is as follows:

- Provide Construction Administration and Resident Engineering Services for the subject project at Concord Municipal Airport.

For this proposed project, Jacobs Engineering Group Inc., hereinafter referred to as the "Engineer", agrees to perform the following scope of services associated with the above referenced Project:

II. ARTICLE E1 & E2 – PROJECT AND CONSTRUCTION ADMINISTRATION

It is anticipated that total project for phase 1, 2 and additive alternates 1, 2, & 3 will be 114 calendar days in duration.

A. The Engineer shall provide engineering services throughout the construction period of the Project.

The specific items of work shall include:

1. The Engineer shall prepare color graphics (phasing plans) which depict on-airport areas where construction is to be executed and areas which will be closed to air traffic. The graphics will be submitted to the Owner for distribution to the airport users and to the general public. A total of (2) graphics are anticipated. One for the 2019 construction season and one for the 2020 construction season.
2. The Engineer shall attend City and/or State sponsored meetings as requested by the Owner during the construction of the project. A total of (4) meetings have been assumed for the project.
3. Issuance of Notice to Proceed will be by the City. No Engineer effort required.
4. FAA Form 7460 applied for during design phase. No Engineer effort required.
5. The Engineer shall schedule and conduct six (6) pre-construction conferences at a location to be determined by the Owner. The meetings are as follows: preconstruction meeting for work related to the lupine removal; preconstruction meeting for the Phase 1, Phase 2, Additive Alternate 1, 2 and 3. As a part of conducting this conference, the Engineer shall prepare/present the following (at a minimum) on behalf of the Owner to the contractor:
 - A meeting agenda describing the elements of the project and its requirements in accordance with the FAA - New England Region's established criteria and any contract or Owner specific requirements.
 - A project location plan depicting the area of the proposed work.

- A project safety and phasing plan depicting requirements for the proposed work.
 - A plan depicting a summary of the proposed work involved in the project.
 - Distribute copies of AC 150/5370-2G – Operational Safety on Airports during Construction, as required
 - A Sign-in sheet recording the attending parties.
6. The Engineer shall prepare a Construction Management Plan outlining all applicable testing criteria and frequency for the project. The Engineer shall print and distribute this plan for the project to the following:
- The Owner
 - The Engineer
 - The Quality Assurance Firm (hired by the Owner)
 - The Construction Contractor
 - The NHDOT
7. The Engineer shall schedule and conduct pre-paving conferences. As a part of conducting this conference, the Engineer shall prepare/present the following (at a minimum) to the contractor:
- A meeting agenda outlining the requirements for the job mix formula, test sections, full and partial production, acceptance criteria, sampling and re-sampling procedures, the contractor's quality control plan, and the measurement and payment of materials being placed.
 - A Sign-in sheet recording the attending parties.
8. The Engineer shall review and analyze all detailed construction, shop, and erection drawings, as well as all laboratory, shop, and mill test reports and certificates for materials and equipment submitted by the contractors for compliance with design drawings and specifications. The engineer assumes the same materials will be used for all phases.
9. The Engineer shall observe the work in progress and prepare and submit the required FAA Form 5370-1 – Construction Progress and Inspection Report, on a monthly basis or as dictated by the FAA – New England Region.
10. The Engineer shall prepare federal reimbursement request forms on a monthly basis as required for the duration of this project and coordinate the execution and submission by the Owner to the applicable funding agencies. A total of (8) reimbursement requests have been assumed for this project.
11. The Engineer shall collect and review all project charges for the Owner's use in the billing process with the State of New Hampshire. A total of (8) reviews have been assumed for this project.
12. The Engineer shall review and monitor the contractor's Quality Control Programs for the duration of the construction phase of the project.
13. The Engineer shall review and approve of periodic estimates submitted by the contractor for partial and final payments. This effort will include review of the project quantities, collection of payrolls and collection of lien waivers from the contractor. A total of (8) contractor pay applications have been assumed for this project.

14. The Engineer shall review and analyze the certified payrolls submitted by the contractor during construction for conformance with the federal wage rates and federal labor law requirements. Payrolls are assumed to be submitted with each of the contractor's applications for payment and include all subcontractors.
15. The Engineer shall provide general administrative support during the construction phase of the project. Generally this task shall consist of, but is not limited to the following:
 - Consultation and advice to the Owner
 - Prepare supplementary sketches, as required to resolve actual field conditions
 - Review initial operation of the projects and/or of performance testing, as required
16. The Engineer shall coordinate and schedule Quality Assurance (QA) testing with the Owner's sub-consultant. The Engineer shall coordinate, review, process, and distribute all QA sub-consultant testing reports, invoices, and other pertinent project related documentation.
17. The Engineer shall field and respond to all inquiries regarding general and/or specific issues pertaining to the interpretation of the construction plans or technical specifications. A total of (14) inquiries have been assumed for this project.
18. The Engineer shall attend construction coordination meetings for the project. On a weekly basis the Project Manager or Project Engineer will be on-site.
19. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any change orders on the Owners behalf, if required during the construction of the project. It is anticipated each additive alternate will be awarded via change order. A total of (3) change orders have been assumed for this project. One for the award of Additive Alternate 1; One for Additive Alternate 2; and one balancing change order upon completion of the project.
20. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any supplemental agreements on the Owners behalf, as required during the construction of the project. A total of (2) have been assumed for this project.
21. The Engineer shall prepare and distribute any stop or start work orders during the construction phase, as required to stop the contract calendar day accrual. One stop work order in the Winter of 2018 is anticipated.
22. The Engineer schedule and conduct two (2) final inspection (1 for each phase) conferences for the completed project at Concord Municipal Airport.
23. The Engineer shall prepare and distribute (2) project "punch lists" for any deficiencies, corrective actions required, etc. as determined at the final inspection conference.
24. The Engineer shall prepare an "as-built" set of drawings based upon the construction information provided by the resident engineer and the construction contractor.
25. The Engineer shall prepare and distribute two (2) letters of substantial completion for the project after receiving a schedule from the contractor for the completion of the project's "punch list" items. One letter for each phase of construction has been assumed.

26. The Engineer shall prepare and distribute the required project close-out documentation, as required by the FAA – New England Region, the Owner, and other applicable funding agencies.
27. The Engineer shall maintain all project related materials and documents on-site and readily available for a period of seven (7) years.
28. The Engineer shall prepare the project scope and fee and attend a review meeting with the independent fee estimator.
29. The engineer shall perform quality review of all documents included in this article prior to distribution.
30. The engineer shall hire and coordinate a snake, bird and lupine survey prior to the start of each phase of construction.

III. ARTICLE F1 & F2- RESIDENT ENGINEERING

It is anticipated that total project will be 114 calendar days in duration. Night work is required for 10 days during additive alternate 1.

- A. The Engineer shall provide full time resident engineering services for the project, as requested by the Owner. The resident engineer for the project shall have field experience in the type of work to be performed, be fully qualified to make interpretations, decisions, field computations, and have knowledge of testing requirements and procedures. The resident engineer provided by the Engineer shall be approved by the Owner.

The specific items of work shall include:

1. Checking of construction activities to ensure compliance with the plans and specifications. Inform the contractor of any work which is in non-compliance.
2. Ensuring that all testing required by the specifications is performed. All commercially-produced products, such as pipe and reinforcing steel, which are used on the project, should be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.
3. Visit the contractor's testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the specifications.
4. Ensuring that tests are performed at the frequency stated in the specifications. Determining when and where tests will be taken as required by the project specifications and witness the tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.
5. The Engineer shall arrange and coordinate with the Owners materials testing sub-consultant to undertake work provided for the proper control and testing of construction materials, in accordance with the project specifications.

Administration of this phase shall be incidental to the General Construction Administration and Resident Engineering phases.

6. Review test reports and certifications for conformance with the specifications. Each test report for material in-place should, as a minimum, contain the following:
 - a. Test performed, and date.
 - b. Applicable standard or project specification.
 - c. Test location.
 - d. Test result.
 - e. Action taken on failing tests.
 - f. Lot size and location and adjusted contract price when statistical acceptance procedures are specified.
7. Maintaining a file of test reports and certifications.
8. Informing the contractor of deficiencies in order that corrections can be made and re-testing performed prior to covering any substandard work with additional material.
9. Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer print-outs retained in a folder. For materials paid for on a-weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer print-outs, supported by the original set of weight tickets, is the basis for payment.
10. Maintaining a set of working drawings on the job site which can be used to prepare "as-built" drawings.
11. Maintaining a diary which should contain daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
 - a. Date and weather conditions.
 - b. Names of important visitors.
 - c. Construction work in progress and location.
 - d. Size of contractor's work force and equipment in use.
 - e. Number of hours worked per day for contractor and subcontractors.
 - f. The substance of important conversations with the contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.

IV. WORK NOT INCLUDED IN THIS PROPOSAL

A. The following items are not included in the scope of services, as provided by the Engineer:

1. Hazardous material testing and reporting
2. Subsurface investigation and utility location services
3. Mechanical engineering services
4. Survey layout
5. Survey verification for the calculation of quantities
5. Coordination with utility companies
6. Additional bidding
7. Alterations to design, plans, etc. as a result of available funding
8. Special Inspections (Erosion Control, structural, etc...)
9. FAA Safety Management System effort is not included.
10. Record (as-built) survey
11. Materials testing

EXHIBIT B - ESTIMATE OF STAFF EFFORT - PERSON HOURS
Construction Administration and Resident Engineering Services

for

RECONSTRUCT, LIGHT AND MARK TAXIWAY A (4,850'+/- x 50' W)
CONSTRUCT NEW RUNWAY 35 HOLD APRON
MARK AND CRACK MAINTENANCE ON RUNWAYS 12-30 AND 17-35

at

Concord Municipal Airport
Concord, NH

SUMMARY		
ARTICLE E1	Project and Construction Administration - Phase 1, Additive Alternate 1, 2, 3	\$36,000
ARTICLE E2	Project and Construction Administration - Phase 2	\$30,000
ARTICLE F1	Resident Engineering - Phase 1 (42 Cal. Days) & Add. Alt. 1, 2, 3, (10 Cal. Nights, 20 Cal. Days)	\$60,595
ARTICLE F2	Resident Engineering - Phase 2 (42 Cal. Days)	\$34,572
	Materials Testine - By Others	\$0
	TOTAL	\$161,166

ESTIMATE OF STAFF EFFORT - PERSON HOURS
 RECONSTRUCT, LIGHT AND MARK TAXIWAY A (4,850' +/- x 50' W)
 CONSTRUCT NEW RUNWAY 35 HOLD APRON
 MARK AND CRACK MAINTENANCE ON RUNWAYS 12-30 AND 17-35

at
 Concord Municipal Airport, Concord New Hampshire

ARTICLE E1

Project and Construction Administration - Phase 1, Additive Alternate 1, 2, 3

Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Phasing Graphics (1 of 2 estimated)			1		4		5
II.A.2.	Attend City or State Sponsored coordination meetings (Meetings 1 & 2 of 4)		4					4
II.A.3.	Task not used in this phase							0
II.A.4.	Task not used in this phase							0
II.A.5.	Prepare materials and attend pre-construction conference (Meetings 1-5 of 6)		5	10				15
II.A.6.	Prepare and issue Construction Management Plan			8			2	10
II.A.7.	Prepare materials and attend pre-paving conference		3	6				9
II.A.8.	Review contractor's submittals/shop drawings (1-35 of 45 estimated)		4	60	20			84
II.A.9.	Prepare and submit FAA monthly construction progress reports (1 -3 of 5 estimated)			3				3
II.A.10.	Prepare and submit federal grant reimbursements (4 this phase estimated)		4					4
II.A.11.	Compile backup data for State of NH billing (4 this phase)		4					4
II.A.12.	Review and monitor contractor's QC Program			8				8
II.A.13.	Review contractor's pay requisitions (4 this phase)			12				12
II.A.14.	Review contractor's certified payrolls			4			8	12
II.A.15.	Field communications and support during construction-estimated		8	40	6			54
II.A.16.	Coordination with QA testing subconsultant			2				2
II.A.17.	Respond to contractor's RFI during construction (1-7 of 14 estimated)		2	10	4			16
II.A.18.	Attend weekly project meetings (6 estimated)		6	12				18
II.A.19.	Prepare and issue change orders during construction (1 of 3 estimated)		2	4			4	10
II.A.20.	Prepare and issue supplemental agreements (1 of 2 estimated)		2					2
II.A.21.	Prepare and issue start/stop work order			1				1
II.A.22.	Attend (1 of 2) Final Inspection meeting		2	2	4			8
II.A.23.	Prepare and distribute (1 of 2) project punch list			4			4	8
II.A.24.	Task not used in this phase							0
II.A.25.	Prepare and distribute (1) substantial completion letter for Phase I			1				1
II.A.26.	Task not used in this phase							0
II.A.27.	Retention of Records						4	4
II.A.28.	Prepare Project Scope and Fee and Attend Mtg	2		4			4	10
II.A.29.	QA/QC	4	4					8
II.A.30.	Coordination of snake, bird and lupine Survey			2				2
TOTAL HOURS		6	50	194	34	4	26	314
RATES		\$80.00	\$60.00	\$45.00	\$65.00	\$35.00	\$25.00	
PAYROLL		\$480.00	\$3,000.00	\$8,730.00	\$2,210.00	\$140.00	\$650.00	\$15,210.00

Expenses

Travel to CON/from Bedford & Return:	\$577 (60 mi/trip)
Travel to CON/from Boston & Return:	\$75 (140 mi/trip)
Printing, Postage, etc.:	\$304
Total Expenses:	\$956

Trips

Pre-construction conference	2
Pre-paving conference	1
Site Visits/coordination meetings	15
Total Trips:	18

Subconsultants

TOTAL PAYROLL		\$15,210
OVERHEAD	109.46%	\$16,649
PAYROLL COST		\$31,859
FIXED FEE	10%	\$3,186
EXPENSES		\$956
SUBCONSULTANT		\$0
TOTAL FEE:		\$36,000

ESTIMATE OF STAFF EFFORT - PERSON HOURS
RECONSTRUCT, LIGHT AND MARK TAXIWAY A (4,850' +/- x 50' W)
CONSTRUCT NEW RUNWAY 35 HOLD APRON
MARK AND CRACK MAINTENANCE ON RUNWAYS 12-30 AND 17-35

at
 Concord Municipal Airport, Concord New Hampshire

ARTICLE E2

Project and Construction Administration - Phase 2

Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Phasing Graphics (2 of 2 estimated)			1		4		5
II.A.2.	Attend City or State Sponsored coordination meetings (Meetings 3 & 4 of 4)		4					4
II.A.3.	Task not used in this phase							0
II.A.4.	Task not used in this phase							0
II.A.5.	Prepare materials and attend pre-construction conference (Meeting 6 of 6)		1	2				3
II.A.6.	Task not used in this phase							0
II.A.7.	Prepare materials and attend pre-paving conferences (2 of 2 estimated)			3				3
II.A.8.	Review contractor's submittals/shop drawings (35-45 of 45 estimated)			20	4			24
II.A.9.	Prepare and submit FAA monthly construction progress reports (4 & 5 of 5 estimated)			2				2
II.A.10.	Prepare and submit federal grant reimbursements (4 this phase estimated)		4					4
II.A.11.	Compile backup data for State of NH billing (4 this phase)		4					4
II.A.12.	Review and monitor contractor's QC Program			8				8
II.A.13.	Review contractor's pay requisitions (4 this phase)			12				12
II.A.14.	Review contractor's certified payrolls			4			8	12
II.A.15.	Field communications and support during construction-estimated		8	40	6			54
II.A.16.	Coordination with QA testing subconsultant			2				2
II.A.17.	Respond to contractor's RFI during construction (8-14 of 14 estimated)		2	10	4			16
II.A.18.	Attend weekly project meetings (6 estimated)		6	12				18
II.A.19.	Prepare and issue change orders during construction (2 of 2 estimated)		2	4			4	10
II.A.20.	Prepare and issue supplemental agreements (2 of 2 estimated)		2					2
II.A.21.	Task not used in this phase							0
II.A.22.	Attend (2 of 2) Final Inspection meeting		2	2	4			8
II.A.23.	Prepare and distribute (2 of 2) project punch list			4			4	8
II.A.24.	Prepare and distribute (1) as-built plan set		2	4		24		30
II.A.25.	Prepare and distribute (1) substantial completion letter for the project (Phase 2)			1				1
II.A.26.	Prepare and distribute close-out documents		4	16			8	28
II.A.27.	Retention of Records						4	4
II.A.28.	Task not used in this phase							0
II.A.29.	QA/QC	4	4					8
II.A.30.	Coordination of snake, bird and lupine Survey			2				2
TOTAL HOURS		4	45	149	18	28	28	264
RATES		\$80.00	\$60.00	\$45.00	\$65.00	\$35.00	\$25.00	
PAYROLL		\$320.00	\$2,700.00	\$6,705.00	\$1,170.00	\$980.00	\$700.00	\$12,575.00

Expenses

Travel to/from CON:	\$417 (60 miltrip)
Travel to CON/from Boston & Return:	\$75 (140 miltrip)
Printing, Postage, etc..	\$534
Total Expenses:	\$1,026

Trips

Pre-construction conference	1
Pre-paving conference	1
Site Visits/coordination meetings/FFE mtg	11
Total Trips:	13

Subconsultants

TOTAL PAYROLL		\$12,575
OVERHEAD	109.46%	\$13,765
PAYROLL COST		\$26,340
FIXED FEE	10%	\$2,634
EXPENSES		\$1,026
SUBCONSULTANT		\$0
TOTAL FEE:		\$38,000

ESTIMATE OF STAFF EFFORT - PERSON HOURS
 RECONSTRUCT, LIGHT AND MARK TAXIWAY A (4,850' +/- x 50' W)
 CONSTRUCT NEW RUNWAY 35 HOLD APRON
 MARK AND CRACK MAINTENANCE ON RUNWAYS 12-30 AND 17-35
 at
 Concord Municipal Airport, Concord New Hampshire

ARTICLE F2						
Resident Engineering - Phase 2 (42 Cal. Days)						
2020 Construction Seasons	42	Calendar Day Construction Period				
Resident Engineer	6.0	wks x	5	days per wk x	10	hrs per day = HOURS
						300
Elerctrical Engineer visit (1 trip)			1	day	10	hrs per day = 10
Pre-field Preparation						= 4
Post-field Close-Out						= 4
					Subtotal	318
Resident Engineer	318		hrs @	\$45.00	/hr	= \$14,310.00

Expenses

Travel to CON/from Bedford & Return:	\$1,348	(60 mi/trip)	42 Trips		TOTAL PAYROLL	\$14,310.00
Travel to CON/from Boston & Return:	\$75	(140 mi/trip)	1 Trip			
Tolls - \$2/day	\$84					
Tolls (boston) - \$15/day	\$15					
Misc. Supplies (printing, marking paint, stakes, etc.)	\$168				OVERHEAD (109.46%	\$15,663.73
Total Expenses	\$1,601				PAYROLL COST	\$29,973.73
					FIXED FEE (10%)	\$2,997.37
					EXPENSES	\$1,600.57
					TOTAL	\$34,571.67

16-0341.1 M

April 20, 2017

City of Concord
Martha Drukker - Associate Engineer
Concord City Hall
41 Green Street
Concord, New Hampshire 03301

Subject: Proposal
Construction Materials Testing Services
Taxiway A Reconstruction
Concord Municipal Airport
Concord, New Hampshire

Dear Martha:

We are pleased to submit this Proposal to provide construction materials testing services for the proposed taxiway reconstruction project at the Concord Municipal Airport in Concord, New Hampshire. The overall project will include phase reconstruction of Taxiway A which will be separated into 2 phases. We understand that the project includes the placement of new P-152, P-154, P-209 and P-401.

SCOPE OF SERVICES

S. W. Cole Engineering, Inc. (S.W.COLE) will provide construction materials testing and observation services as coordinated and directed by the City of Concord or their designated representative. We understand our scope of services may include the following:

Preconstruction and Submittal Review

- Attending one (1) pre-construction meeting at the Airport to review the anticipated work.
- Review certain Contractor submittals prior to and during construction. Anticipated submittals include the Contractor's Quality Control Plan submittal, P-401 Plant Mix Bituminous Pavement Job Mix Formula (JMF) submittal, and miscellaneous

13 Delta Drive, Unit 8, Londonderry, NH 03053 • P: (603) 716.2111 • F: (603) 716.2112 • E: infomanchester@swcole.com

structural Portland Cement Concrete JMF submittals. Review, edit and coordinate directly with City of Concord regarding changes required for these submittals.

Earthwork

- Sample and test soil fill materials for Grain Size Analysis (ASTM C117, C136, and D422), Sulfate Soundness (ASTM C88), LA Abrasion (ASTM C131), and Standard Proctor (ASTM D698).
- Observe placement and perform field density tests on fill materials (ASTM D6398)

Concrete

- Verify use of required design mix of concrete
- Perform tests for air and mix temperatures, slump and air content during placement
- Cast and test laboratory-cured compressive strength samples
- Cast and test field-cured compressive strength samples

HMA Paving

- Perform plant Quality Assurance (QA) material acceptance sampling and testing as per Item P-401 Plant Mixed Bituminous Pavements specifications. The asphalt supplier will be responsible for providing a properly equipped laboratory for QA Testing.
- QA testing will be performed by Marshall mix design methods including preparation of compacted specimens for air voids, flow and stability, AASHTO T-209 Theoretical Maximum Density, core thickness and core density.
- Test reports for P-401 will include test results and Percent Within Limit (PWL) values by the day following a day's production or Lot.

We will provide reports of field observations and testing directly to the client, with copies forwarded to the Owner as requested. The project will be staffed with a NETTCP Certified Technician on an as-scheduled basis. Our project manager will be Andrew Michaud and can be reached at 603-716-2111 or amichaud@swcole.com.

It should be understood by the client and others providing services on this project that the scope of observations and testing performed by S.W. COLE are for the use of our client and are not a substitute for the quality control requirements of the contractor and others.



16-0341.1 M
April 20, 2017

We understand the general contractor has full responsibility for the project including schedule, safety, completeness, and quality in accordance with the project contract specifications.

SCHEDULE

We understand the project is scheduled for 2 phases. Based on FAA funding we understand phase 1 could to begin in the summer of 2017 or 2018 and phase 2 to begin in 2018 or 2019. Andrew Michaud will be our project manager and contact for scheduling and can be reached at (603) 716-2111. We request 24 hours notice for scheduling of field services.

BUDGET AND COMPENSATION

S.W. COLE will charge for services in accordance with the attached Charge Rate Schedule included in or term agreement with the City of Concord. The estimated fees for our services are included in Attachment A-1

The attached budget estimate (A-1) is based on our interpretations of the information provided to us by City of Concord. The means, methods, sequences and operations of construction, which are controlled by the contractor and others, will significantly affect our budget. We recommend that this budget estimate be reviewed periodically to make any needed adjustments or amendments.

PROPOSAL ACCEPTANCE

If this Proposal meets your approval, please issue a Purchase Order based on the above scope of services. Please call if you have any questions. We look forward to being of assistance to you on this project.

Very truly yours,

S. W. COLE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'A. Michaud', written over a white background.

Andrew A. Michaud
Construction Services Manager

AAM:red



PROJECT NAME:	Concord Municipal Airport - TW A Reconstruction - Phase 1
CLIENT:	City of Concord
PROJECT NO:	16-0341.1
DATE:	4/20/2017
PROJECT MANAGER:	A. Michaud

ESTIMATED SUBTOTAL											\$ 24,642		
TASK	Miles (RND)	Travel Time (RND)	Time On site	Hourly Rate	Trips/v isits *	Mileage	No. of Tests *	Unit Cost/test	TEST TOTAL	COST PER TRIP	TOTAL TRIPS COST	FIELD TOTAL	SUBTOTAL (including travel)

FIELD SERVICES													
Item P-152													
In-place Density Tests (ASTM D6938)	50	1	4	\$ 55	8	\$ 0.54	18	\$ 10.00	\$ 180.00	\$ 82	\$ 656	\$ 1,760	\$ 2,59
Moisture Density Relationships (ASTM D1557)							2	\$ 125.00	\$ 250.00				\$ 25
Item P-154													
In-place Density Tests (ASTM D6938)	50	1	4	\$ 55	9	\$ 0.54	4	\$ 10.00	\$ 40.00	\$ 82	\$ 738	\$ 1,980	\$ 2,75
Moisture Density Relationships (ASTM D1557)							1	\$ 125.00	\$ 125.00				\$ 12
Grain Size Analysis (ASTM C136)							1	\$ 95.00	\$ 95.00				\$ 9
Atteberg Limits (ASTM D4318)							1	\$ 125.00	\$ 125.00				\$ 12
Item P-209													
In-place Density Tests (ASTM D6938)	50	1	4	\$ 55	20	\$ 0.54	36	\$ 10.00	\$ 360.00	\$ 82	\$ 1,640	\$ 4,400	\$ 6,40
Moisture Density Relationships (ASTM D1557)							2	\$ 125.00	\$ 250.00				\$ 25
Grain Size Analysis (ASTM C136)							18	\$ 95.00	\$ 1,710.00				\$ 1,71
Atteberg Limits (ASTM D4318)							1	\$ 125.00	\$ 125.00				\$ 12
L.A. Wear (ASTM C131)							1	\$ 175.00	\$ 175.00				\$ 17
Sulfate Soundness (ASTM C88)							1	\$ 450.00	\$ 450.00				\$ 45
Hydrometer Analysis (ASTM D422)							1	\$ 125.00	\$ 125.00				\$ 12
Flat & Elongated (ASTM D4791)							1	\$ 85.00	\$ 85.00				\$ 8
Fractured Faces (ASTM D5821)							1	\$ 85.00	\$ 85.00				\$ 8
Item P-401													
Plant Testing (Day of Placement)	50	1	10	\$ 60	8	\$ 0.54				\$ 87	\$ 696	\$ 4,800	\$ 5,49
Plant Testing (Post Placement - Cores)	50	1	4	\$ 60	8	\$ 0.54				\$ 87	\$ 696	\$ 1,920	\$ 2,61
L.A. Wear (ASTM C131)							1	\$ 175.00	\$ 175.00				\$ 17
Sulfate Soundness (ASTM C88)							1	\$ 450.00	\$ 450.00				\$ 45
Flat & Elongated (ASTM D4791)							1	\$ 85.00	\$ 85.00				\$ 8
Dry Rodded Bulk Density (ASTM C-29)							1	\$ 95.00	\$ 95.00				\$ 9
Atteberg Limits (ASTM D4318)							1	\$ 125.00	\$ 125.00				\$ 12
Tensile Strength Ratio (ASTM D4867)							1	\$ 250.00	\$ 250.00				\$ 25

* ASSUMED VALUES



PROJECT NAME:	Concord Municipal Airport - TW A Reconstruction - Phase 2
CLIENT:	City of Concord
PROJECT NO:	16-0341.1
DATE:	4/20/2017
PROJECT MANAGER:	A. Michaud

ESTIMATED SUBTOTAL \$ 23,438

TASK	Miles (RND)	Travel Time (RND)	Time On site	Hourly Rate	Trips/v isits *	Mileage	No. of Tests *	Unit Cost/test	TEST TOTAL	COST PER TRIP	TOTAL TRIPS COST	FIELD TOTAL	SUBTOTAL (including travel)
FIELD SERVICES													
<u>Item P-152</u>													
In-place Density Tests (ASTM D6938)	50	1	4	\$ 55	6	\$ 0.54	18	\$ 10.00	\$ 180.00	\$ 82	\$ 492	\$ 1,320	\$ 1,992
Moisture Density Relationships (ASTM D1557)							2	\$ 125.00	\$ 250.00				\$ 250
<u>Item P-154</u>													
In-place Density Tests (ASTM D6938)	50	1	4	\$ 55	9	\$ 0.54	4	\$ 10.00	\$ 40.00	\$ 82	\$ 738	\$ 1,980	\$ 2,754
Moisture Density Relationships (ASTM D1557)							1	\$ 125.00	\$ 125.00				\$ 125
Grain Size Analysis (ASTM C136)							1	\$ 95.00	\$ 95.00				\$ 95
Atteberg Limits (ASTM D4318)							1	\$ 125.00	\$ 125.00				\$ 125
<u>Item P-209</u>													
In-place Density Tests (ASTM D6938)	50	1	4	\$ 55	18	\$ 0.54	36	\$ 10.00	\$ 360.00	\$ 82	\$ 1,476	\$ 3,960	\$ 5,796
Moisture Density Relationships (ASTM D1557)							2	\$ 125.00	\$ 250.00				\$ 250
Grain Size Analysis (ASTM C136)							18	\$ 95.00	\$ 1,710.00				\$ 1,710
Atteberg Limits (ASTM D4318)							1	\$ 125.00	\$ 125.00				\$ 125
L.A. Wear (ASTM C131)							1	\$ 175.00	\$ 175.00				\$ 175
Sulfate Soundness (ASTM C88)							1	\$ 450.00	\$ 450.00				\$ 450
Hydrometer Analysis (ASTM D422)							1	\$ 125.00	\$ 125.00				\$ 125
Flat & Elongated (ASTM D4791)							1	\$ 85.00	\$ 85.00				\$ 85
Fractured Faces (ASTM D5821)							1	\$ 85.00	\$ 85.00				\$ 85
<u>Item P-401</u>													
Plant Testing (Day of Placement)	50	1	10	\$ 60	8	\$ 0.54				\$ 87	\$ 696	\$ 4,800	\$ 5,496
Plant Testing (Post Placement - Cores)	50	1	4	\$ 60	8	\$ 0.54				\$ 87	\$ 696	\$ 1,920	\$ 2,616
L.A. Wear (ASTM C131)							1	\$ 175.00	\$ 175.00				\$ 175
Sulfate Soundness (ASTM C88)							1	\$ 450.00	\$ 450.00				\$ 450
Flat & Elongated (ASTM D4791)							1	\$ 85.00	\$ 85.00				\$ 85
Dry Rodded Bulk Density (ASTM C-29)							1	\$ 95.00	\$ 95.00				\$ 95
Atteberg Limits (ASTM D4318)							1	\$ 125.00	\$ 125.00				\$ 125
Tensile Strength Ratio (ASTM D4867)							1	\$ 250.00	\$ 250.00				\$ 250

* ASSUMED VALUES

SCOPE OF WORK
4/4/2018

The Smart Associates, Environmental Consultants, Inc. (The Smart Associates) is pleased to offer this proposed Scope of Work to provide environmental services for the reconstruction of Taxiway A at Concord Municipal Airport in Concord, New Hampshire. The elements of TSA's proposed scope of work are detailed below.

Task 1 – Phase 1 Survey

The Smart Associates will conduct a field survey of the Phase 1 portion of the project area (refer to attached map) for the following rare, threatened, and endangered species:

- Wild lupine (*Lupinus perennis*) – state-listed threatened;
- Common nighthawk (*Chordeiles minor*) – state-listed endangered;
- Grasshopper sparrow (*Ammodramus savannarum*) – state-listed threatened;
- Horned lark (*Eremophila alpestris*) – state-listed special concern;
- Vesper sparrow (*Pooecetes gramineus*) – state-listed special concern;
- Eastern hognose snake (*Heterodon platirhinos*) – state-listed endangered; and
- Black racer snake (*Coluber constrictor*) – state-listed threatened.

The locations of lupine plants will be flagged in the field and mapped using GPS.

The limits of the survey will include an approximate 15-foot corridor on each side of Taxiway A. Two site visits are included since the lupine survey needs to occur in May or June and the snake and bird survey should be conducted prior to the start of construction. Construction is scheduled to begin in spring 2019.

The Smart Associates will prepare a brief memo to summarize the field survey. Coordination with Jacobs is also included under this task.

Task 2 – Phase 2 Survey

The Smart Associates will conduct a field survey of the Phase 2 portion of the project area for the species listed under Task 1. The locations of lupine plants will be flagged in the field and mapped using GPS.

The limits of the survey will include an approximate 15-foot corridor on each side of Taxiway A and the proposed hold apron area. Two site visits are included since the lupine survey needs to occur in May or June and the snake and bird survey should be conducted prior to the start of construction. Construction is scheduled to begin in spring 2020.

The Smart Associates will prepare a brief memo to summarize the field survey and will provide GPS data to Jacobs. Coordination with Jacobs is also included under this task.

The Smart Associates
Environmental Consultants, Inc.

Estimated Cost for:
 Concord Airport - Taxiway A Reconstruction
 TSA job #17-015

Prepared: 4/4/2018
 These rates are applicable until December 2018

Project Staffing									
Task	Principal-In-Charge	Res. Manager	Wetland Sci. II	Wetland Sci. I	Env. Sci. II	Env. Sci. I	CADD	Proj. Coordinator	Clerical
Task 1 - Phase 1 Survey									
1.1 - Conduct field survey of Phase 1 (lupine, birds, snakes)			10						
1.2 - Download and process GPS data							3		
1.3 - Prepare summary memo	0.5	1	6						
1.4 - Coordination with Jacobs		1	2					1	
Subtotal Task 1	0.5	2	18	10	0	0	3	1	0
	\$\$\$ 112.61	311.85	1746.36	0.00	0.00	0.00	285.03	69.02	0.00
Task 2 - Phase 2 Survey									
2.1 - Conduct field survey of Phase 2 (lupine, birds, snakes)			10						
2.2 - Download and process GPS data							3		
2.3 - Prepare summary memo	0.5	1	6						
2.4 - Coordination with Jacobs		1	2					1	
Subtotal Task 2	0.5	2	18	10	0	0	3	1	0
	112.61	311.85	1746.36	0.00	0.00	0.00	285.03	69.02	0.00
Total Staff Labor	1	4	36	0	0	0	6	2	0
	\$\$\$ 225.23	623.70	3492.72	0.00	0.00	0.00	570.06	138.05	0.00

Professional Opinion of Cost	Rates	Hours	Cost
Principal-In-Charge	\$ 65.00	1	\$65.00
Resource Manager/Hydrogeologist	\$ 45.00	4	\$180.00
Wetland Scientist II	\$ 28.00	36	\$1,008.00
Wetland Scientist I	\$ 19.92	0	\$0.00
Wetland/Environmental Scientist II	\$ 27.42	0	\$0.00
Environmental Scientist I	\$ 19.92	0	\$0.00
Environmental Scientist II/CADD	\$ 27.42	6	\$164.52
Project Coordinator	\$ 19.92	2	\$39.84
Clerical	\$ 19.92	0	\$0.00
		Subtotal Labor	\$1,457.36
		OH 215%	\$3,133.32
		Subtotal Labor & OH	\$4,590.68
		Fixed Fee 10%	\$459.07
		Total Labor	\$5,049.75

Expenses:	Travel	\$ 10.70	
	Printing	\$ -	
	Binders etc. supplies	\$ -	
	Postage	\$ -	
	Public Notice	\$ -	
	Communications	\$ -	
	Field equipment	\$ 150.00	
	Field supplies	\$ 15.00	
	Total Direct Expenses		\$175.70
	Total Cost		\$5,225

Assumptions:
 Does not account for increases in staff salaries; labor is charged at current rates at any time.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Concord NH

Airport: Concord Municipal Airport

Project Number: SBG-04-13-2018

Description of Work: Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide), Construct New Runway 35 hold Apron, Mark and Crack maintenance of runways 12-30 and 17-35.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Concord Municipal Airport
Address: 71 Airport Road, Concord, NH

Location 2 (if applicable)

Name of Location: City of Concord - Engineering
Address: 41 Green St. Concord, NH 03301

Location 3 (if applicable)

Name of Location: Jacobs Engineering Group Inc.
Address: 2 Executive Dr. Bedford, NH 03110

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

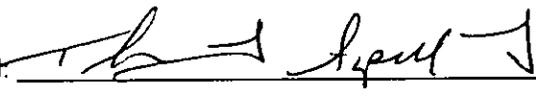
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 20 day of April, 2018

Name of Sponsor: City of Concord NH

Name of Sponsor's Authorized Official: Mr. Thomas Aspell

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:  _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Concord NH

Airport: Concord Municipal Airport

Project Number: SBG-04-13-2018

Description of Work: Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide), Construct New Runway 35 hold Apron, Mark and Crack maintenance of runways 12-30 and 17-35.

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 20 day of April, 2018

Name of Sponsor: City of Concord NH

Name of Sponsor's Authorized Official: Mr. Thomas Aspell

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input style="width: 100%;" type="text" value="City of Concord"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text" value="Mr."/>	* First Name: <input style="width: 200px;" type="text" value="Thomas"/>
Middle Name: <input style="width: 150px;" type="text"/>	
* Last Name: <input style="width: 300px;" type="text" value="Aspell"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text" value="City Manager"/>	
* SIGNATURE: <input style="width: 300px; height: 40px;" type="text" value="Thomas Aspell"/>	* DATE: <input style="width: 100px;" type="text" value="04/20/2018"/>

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Concord NH

Airport: Concord Municipal Airport

Project Number: SBG-04-13-2018

Description of Work: Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide), Construct New Runway 35 hold Apron, Mark and Crack maintenance of runways 12-30 and 17-35.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

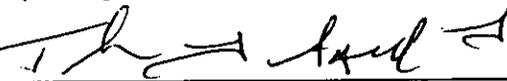
Executed on this 20 day of April, 2017

Name of Sponsor: City of Concord NH

Name of Sponsor's Authorized Official: Mr. Thomas Aspell

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Concord NH

Airport: Concord Municipal Airport

Project Number: SBG-04-13-2018

Description of Work: Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide), Construct New Runway 35 hold Apron, Mark and Crack maintenance of runways 12-30 and 17-35.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 20 day of April, 2018

Name of Sponsor: City of Concord

Name of Sponsor's Authorized Official: Mr. Thomas Aspell

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Concord

Airport: Concord Municipal Airport

Project Number: SBG-04-13-2018

Description of Work: Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide), Construct New Runway 35 hold Apron, Mark and Crack maintenance of runways 12-30 and 17-35.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed-price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

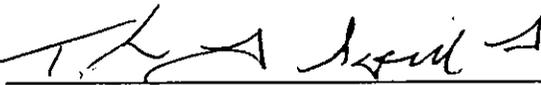
Executed on this 20 day of April, 2018

Name of Sponsor: City of Concord

Name of Sponsor's Authorized Official: Mr. Thomas Aspell

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Concord NH

Airport: Concord Municipal Airport

Project Number: SBG-04-13-2018

Description of Work: Reconstruct, Light and Mark Taxiway A (4,850' +/- x 50' wide), Construct New Runway 35 hold Apron, Mark and Crack maintenance of runways 12-30 and 17-35.

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:

- a. Technical standards (Advisory Circular (AC) 150/5370-12);
- b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
- c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
 Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
 Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor. (29 CFR Part 5).
 Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
 Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

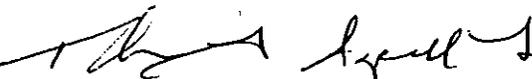
Executed on this 20 day of April, 2018 :

Name of Sponsor: City of Concord NH

Name of Sponsor's Authorized Official: Mr. Thomas Aspell

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹. These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
- 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

3i. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 02/20/2018 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

42

September 19, 2016
Bureau of Aeronautics

Her Excellency, Governor Margaret Wood Hassan
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-04-12-2016, to design and bid the rehabilitation of Taxiway "A" at the Concord Municipal Airport, Concord, NH. State and Federal participation in the amount of \$189,556.66 is effective upon Governor and Council approval through October 31, 2020. 90% Federal Funds, 5% General Funds, 5% Other Funds.

Funding is available as follows:

	<u>FY 2017</u>
04-96-96-960030-7976	
FAA Projects	
034-500152 Design/Study	\$189,556.66

EXPLANATION

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

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-21-2015	\$2,022,238.00
3-33-SBGP-22-2016	\$1,157,679.00

A total of \$179,580.00 (or 90% of the project cost) is proposed from the FAA grant listed above for this airport development project (SBG-04-12-2016, copy attached) to design and bid the rehabilitation of Taxiway "A" (approximately 5,000') at the Concord Municipal Airport, Concord, NH. This project includes the design of the rehabilitation to the existing taxiway, an aircraft holding bay and taxiway lighting. The existing taxiway pavement is over 40 years old and is beyond its useful life. The pavement has significantly deteriorated and has numerous transverse cracks estimated to be 2 to 3 inches wide. Taxiway "A" is critical infrastructure as it provides access to the main runway at the Concord Municipal Airport. Taxiway "A" currently does not have lighting for night operations. New taxiway lighting will provide an increased level of safety at the airport at night. The installation of the aircraft holding bay at the approach end of Runway 35 (the main runway) will provide a safe location for pilots to conduct pre-flight checks and engine run-ups without causing a bottleneck at the entrance of the runway.

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 \$9,976.66 (5% of this project) is also requested. The City of Concord will participate in the amount of \$9,976.67 (5% of this project). The total cost for this project is \$199,533.33.

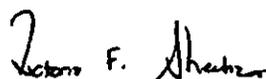
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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

In accordance with the FAA grant assurances C, "Sponsor Certifications, Responsibility and Authority of the Sponsor", the grant funds must be immediately available for the project to execute the grant offer; therefore all funding for this project is encumbered in the first fiscal year.

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachment:

VFS/tls



U.S. Department
of Transportation
Federal Aviation
Administration

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER**

Date of Offer	JUL 27 2015
Block Grant Number	n/a
AIP Grant Number	3-33-SBGP-021-2015
DUNS Number	808591697

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

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

WHEREAS, the State has submitted a Block Grant Application dated May 1, 2015 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out 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 (*excluding* the "Statewide ARFF Upgrades and Equipment" project mentioned 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 \$2,022,238. Of this amount a minimum of \$2,022,238 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 completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
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 21, 2015** 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 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 contract provisions.

10. **Nonprimary Entitlement Funds.**

\$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000
ASH, Boire Field, Nashua, NH, \$150,000
LCI, Laconia Municipal Airport, Gilford, NH, \$150,000
DAW, Skyhaven Airport, Rochester, NH, \$150,000
HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000
CNH, Claremont Municipal Airport, Claremont, NH, \$150,000
CON, Concord Municipal Airport, Concord, NH, \$150,000
BML, Berlin Regional Airport, Milan, NH, \$150,000
589, Dean Memorial Airport, North Haverhill, NH, \$150,000

11. **State Apportionment.**

\$ 672,238 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.

12. **Trafficking in Persons.**

- A. **Prohibitions:** The prohibitions against trafficking in persons (Prohibitions) that apply to private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) or any entity other than a State, a local government, an Indian tribe, or a foreign public 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.

13. Ban on Texting While Driving.

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

14. 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".

15. Suspension or Debarment. The State must inform the FAA when the State suspends or debar a contractor, person, or entity.

16. 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 is exempted from this requirement under 2 CFR 25.110, the State must maintain their information current in the SAM until the State submits the final financial report required under this grant or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.

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.

17. 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.

18. 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.fsrs.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.fsrs.gov>.

B: State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
- (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. The State must report its executive total compensation:

- a. As part of the State's registration profile at <http://www.sam.gov>.
- b. By the end of the month following the month in which this award is made, and annually thereafter.

C. State Reporting of Subrecipient Executive Total Compensation.

- 1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (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/execomp.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.

19. Exhibit "A" Property Map. The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

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

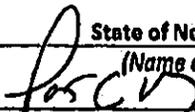
(Title)

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

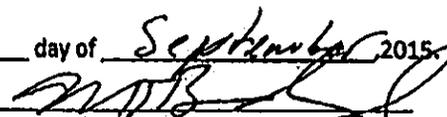
Executed this 8th day of September, 2015.

State of New Hampshire
 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 By: Patricia C. Herlihy
 (Typed Name of Sponsor's Designated Official Representative)
 Title: Director of REVENUES, Rail and Transit
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew T. Brounhead acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH this 8 day of September, 2015.
By: 
(Signature of Sponsor's Attorney)

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



U.S. Department of Transportation
Federal Aviation Administration

RECEIVED

JUL 20 2016

NH AERONAUTICS

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT**

PART I - OFFER

JUL 19 2016

Date of Offer	_____
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-022-2016
DUNS Number	808591697

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

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

WHEREAS, the State has submitted a Block Grant Application dated April 28, 2016 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out 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, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 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 \$1,157,679.

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

CONDITIONS

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

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement in all subawards (subgrants) made under this grant that includes a start date and end date.

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

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
 - C. Assurances: Planning Agency Sponsors, and
 - D. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (12/31/2015).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before August 22, 2016 or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.**
\$663,210 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$73,690

ASH, Boire Field, Nashua, NH, \$73,690

LCI, Laconia Municipal Airport, Gilford, NH, \$73,690

DAW, Skyhaven Airport, Rochester, NH, \$73,690

HIE, Mt. Washington Regional Airport, Whitefield, NH, \$73,690

CNH, Claremont Municipal Airport, Claremont, NH, \$73,690

CON, Concord Municipal Airport, Concord, NH, \$73,690

BML, Berlin Regional Airport, Milan, NH, \$73,690

SB9, Dean Memorial Airport, North Haverhill, NH, \$73,690

13. **State Apportionment.**
\$494,469 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.
14. **Trafficking In Persons.**
A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This

includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

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.
- C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.
15. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 “Runway Safety Area Program”.
17. **Audits for Public Sponsors.**
- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.

18. Suspension or Debarment. The State must:

- A. Immediately disclose to the FAA whenever the State:
1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
- B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.

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

- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers:
1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.

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

21. Reporting Subgrants and Executive Compensation.

- A. State Reporting Requirements of Subgrants.

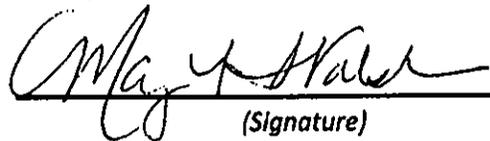
1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsrs.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.fsrs.gov>.
- B. State Reporting Total Compensation of State Executives.**
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.**
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (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/execomp.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.
22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
23. **Buy American Requirement:**
 - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

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)

Mary T. Walsh

(Typed Name)

Manager, Airports Division

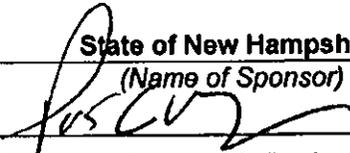
(Title)

PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

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

Executed this 25th day of July, 2016.

State of New Hampshire
 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 By: Patrick C. Herlihy
 (Typed Name of Sponsor's Designated Official Representative)
 Title: Director of ADMINISTRATION, RAIL and TRANSIT
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew T. Broadhead, acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 26 day of July, 2016.

By: 
(Signature of Sponsor's Attorney)

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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer August 1, 2016

Airport/Planning Area Concord Municipal Airport

State Block Grant Number SBG 04-12-2016

DUNS Number 07-397-6680

TO: City of Concord, New Hampshire
(herein called the "Sponsor")

FROM: **The State of New Hampshire** (acting through the New Hampshire Department of Transportation, herein called the "State")

WHEREAS, the Sponsor has submitted to the State a Project Application dated April 14, 2016, for a grant of Federal and State funds for a project at or associated with the Concord Municipal Airport, which as approved by the State, is included as part of this Grant Agreement; and

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

Rehabilitate Taxiway A (approximately 5,000'); Construct Aircraft Holding Bay to Runway 35; Install Taxiway A Lighting (Design and Bid Only)

which is more fully described in the Project Application.

NOW THEREFORE, 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., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is \$189,556.66.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$189,556.66 for airport development or noise program implementation

\$0 for land acquisition.

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

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

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

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the State to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's 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 and State share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 1, 2016, or such subsequent date as may be prescribed in writing by the State.

- 9. Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares 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 and State shares require advance approval by the State.
- 10. United States and State Not Liable for Damage or Injury.** Neither the United States nor the State is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal and State funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the State, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the

Sponsor unilaterally reducing the maximum obligation.

The State can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The State's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The State can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the State finds it advantageous and in the best interests of the United States and the State.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports**. In accordance with 49 U.S.C. § 47108(b), 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 project.
18. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, 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 Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
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 and State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA and State 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 or State 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 Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated July 24, 2013, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Availability of Funds. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become

available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

24. Effective Date. If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.

25. Assignment of Interest. The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.

26. Entire Agreement. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.

27. Insurances. The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:

- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

28. Public Meeting. By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.

29. Design Grant. This grant agreement is being issued in order complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal and state funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the State has provided federal and state funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the State may suspend or terminate grants related to the design

30. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for State review and approval prior to advertising for bids.

31. Plans and Specifications Certifications. The State and the Sponsor agree that the State approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA and State approval for modifications to any AIP standards or to notify the State of any limitations to competition within the project;

2. The State's acceptance of a Sponsor's certification does not limit the State from reviewing appropriate project documentation for the purpose of validating the certification statements;

3. If the State determines that the Sponsor has not complied with their certification statements, the State will review the associated project costs to determine whether such costs are allowable under AIP.

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 the Act, constituting the contractual obligations and rights of the State 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 become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Offer.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)
Patrick C. Heitky

(Typed Name)
**Director of Aeronautics, Rail
& Transit**

(Title of NHDOT Official)

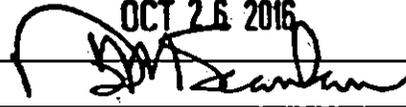
Attorney General: This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.

Dated: 9/30/16

By: 

Assistant Attorney General

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

Dated: OCT 26 2016
By: 

DEPUTY SECRETARY OF STATE

Attest: _____

(Title)

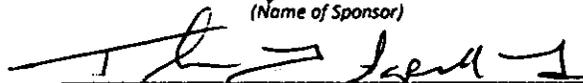
PART-II - ACCEPTANCE

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.

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

Executed this 25th day of August, 2016.

City of Concord
(Name of Sponsor)


(Signature of Sponsor's Authorized Official)

By: Thomas J Aspell Jr
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jim Kennedy, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of NH. 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 (location) this 30th day of August, 2016.

By: 
(Signature of Sponsor's Attorney)

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



U.S. Department
of Transportation
Federal Aviation
Administration

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER**

Date of Offer	AUG 02 2017
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-025-2017
DUNS Number	808591697

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

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

WHEREAS, the State has submitted a Block Grant Application dated June 30, 2017 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out 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, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 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 \$2,177,659.

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

CONDITIONS

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

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement in all subawards (subgrants) made under this grant that includes a start date and end date.

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

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (1/24/2017).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with

this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before September 1, 2017** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.** \$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

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

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

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

DAW, Skyhaven Airport, Rochester, NH, \$150,000

HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000

CNH, Claremont Municipal Airport, Claremont, NH, \$150,000

CON, Concord Municipal Airport, Concord, NH, \$150,000

BML, Berlin Regional Airport, Milan, NH, \$150,000

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

13. State Apportionment.

\$827,659 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons.

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 2. Procure a commercial sex act during the period of time that this award is in effect; or
 3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

15. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
17. **Audits for Public Sponsors.**
- A. Provide for an audit in accordance with 2 CFR § 200.501.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
 - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
18. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an Ineligible entity;
 2. Suspends or debars a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
19. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain

the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

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

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant

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

21. Reporting Subgrants and Executive Compensation.

A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
2. The State must report each subgrant to <http://www.fsrs.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.fsrs.gov>.

B. State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and

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

- 22. Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
- 23. Buy American Requirement.**
- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
- 24. Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
- 25. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - D. Required Actions of the Inspection General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

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)

Mary T. Walsh

(Typed Name)

Manager, Airports Division

(Title)

PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

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

Executed this 4th day of August, 2017.

State of New Hampshire
(Name of Sponsor)
[Signature]
(Signature of Sponsor's Designated Official Representative)

By: Patrick C. Herlihy
(Typed Name of Sponsor's Designated Official Representative)
Aeronautics, Rail and Transit
Title: _____
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 8 day of August, 2017.
By: [Signature]
(Signature of Sponsor's Attorney)

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



U.S. Department
of Transportation
Federal Aviation
Administration

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER**

JUN 12 2018

Date of Offer

Block Grant Number N/A

AIP Grant Number 3-33-SBGP-027-2018

DUNS Number 808591697

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

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

WHEREAS, the State has submitted a Block Grant Application dated April 30, 2018 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$ 2,166,377.

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

CONDITIONS

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

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

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

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

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (1/24/2017).

3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before **July 20, 2018** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.** \$ 1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000
ASH, Boire Field, Nashua, NH, \$150,000
LCI, Laconia Municipal Airport, Gilford, NH, \$150,000
DAW, Skyhaven Airport, Rochester, NH, \$150,000
HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000
CNH, Claremont Municipal Airport, Claremont, NH, \$150,000
CON, Concord Municipal Airport, Concord, NH, \$150,000
BML, Berlin Regional Airport, Milan, NH, \$150,000
SB9, Dean Memorial Airport, North Haverhill, NH, \$150,000

13. State Apportionment.

§ 816,377 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons.

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 2. Procure a commercial sex act during the period of time that this award is in effect; or
 3. Use forced labor in the performance of this award or subawards under this award.
- B. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

15. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
- 16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
- 17. **Audits for Public Sponsors.**
 - A. Provide for an audit in accordance with 2 CFR § 200.501.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
 - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
- 18. **Suspension or Debarment.** The State must:
 - A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 19. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.
20. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation**.
- A. State Reporting Requirements of Subgrants.
1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsr.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

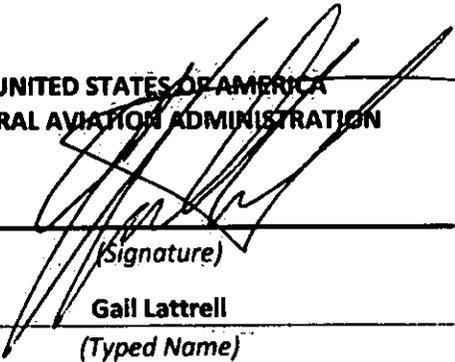
information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (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/execomp.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.
22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
23. **Buy American Requirement.**
- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.

- B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
25. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
- B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
26. **Land Acquisition.** The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.
- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

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)

Gail Lattrell
(Typed Name)

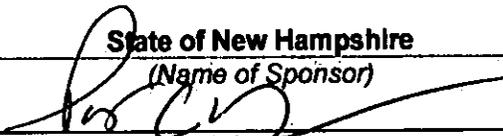
Deputy Director, Airports Division
(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

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

Executed this 15th day of JUNE, 2018.

State of New Hampshire
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: PATRICK C. HERLIHY
(Typed/Printed Name of Sponsor's Designated Official Representative)

Title: DIRECTOR, DIVISION OF AERONAUTICS, RAIL & TRANSIT
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord NH (location) this 22 day of June, 2018.

By: Allison B. Greenstein
(Signature of Sponsor's Attorney)

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

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

CONDITIONS

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

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

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

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

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (2/20/2018).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of

allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 24, 2018** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Discretionary Funds.**
\$2,125,284 of the total maximum obligation identified on Page One of this Grant Offer are discretionary funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:
CON, Concord Municipal Airport, Concord, NH, \$2,125,284 to Rehabilitate Taxiway A
The amount(s) identified here are in addition to the nonprimary entitlement amounts for this location.
13. **Trafficking in Persons.**
 - A. Subrecipients under this agreement that are private entities and the subrecipients' employees

may not—

1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 2. Procure a commercial sex act during the period of time that this award is in effect; or
 3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.
- 14. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.

15. **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".
16. **Audits for Public Sponsors.**
- A. Provide for an audit in accordance with 2 CFR § 200.501.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
 - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
17. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
18. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 - 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.

2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.
19. **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.
20. **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.fsrc.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.fsrc.gov>.
 - B. State Reporting Total Compensation of State Executives.
 1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. The State must report its executive total compensation:

- a. As part of the State's registration profile at <http://www.sam.gov>.
- b. By the end of the month following the month in which this award is made, and annually thereafter.

C. State Reporting of Subrecipient Executive Total Compensation.

1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—

- a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (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/execomp.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.

21. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

22. **Buy American Requirement.**

- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility

for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.

- B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.

23. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

24. **Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
- ii. Gross waste of Federal funds;
- iii. An abuse of authority relating to implementation or use of Federal funds;
- iv. A substantial and specific danger to public health or safety; or
- v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal office or employee responsible for oversight of a grant program;
- v. A court or grand jury;
- vi. A management office of the grantee or subgrantee; or
- vii. A Federal or State regulatory enforcement agency.

- B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.

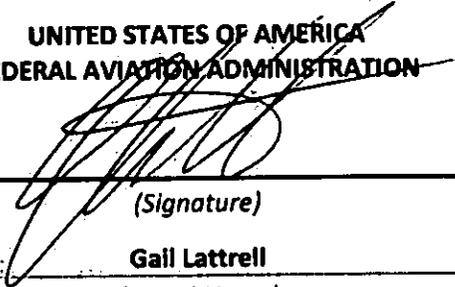
25. **Land Acquisition.** The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.

- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that

recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

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)

Gail Lattrell

(Typed Name)

Deputy Director, Airports Division

(Title)

PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

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

Executed this 20th day of July, 2018.

State of New Hampshire
(Name of Sponsor)

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

By: Patrick C. Healy
(Typed Name of Sponsor's Designated Official Representative)

Title: Director of Aeronautics and Space
(Title of Sponsor's Designated Official Representative) 18/05/18

CERTIFICATE OF STATE'S ATTORNEY

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

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, N.H. (location) this 10th day of August, 2018.

By: Allison B. Greenstein
(Signature of Sponsor's Attorney)

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