SEP22'22 PM 1:16 RCVD

dm

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

August 24, 2022
Bureau of Aeronautics
12

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

REQUESTED ACTION

Authorize the Department of Transportation to amend a grant to provide additional funding to the City of Claremont (Vendor Code 177373), for SBG-02-11-2019, to demolish the terminal building/hangar and construct a new terminal building– Phase II for the Claremont Municipal Airport in Claremont, NH. The total Federal and State share of the project, including the amendment, will increase from $755,717.00 to $793,401.20, which equates to a total increase of $37,684.20. The amendment to the Federal and State participation in the amount of $37,684.20 is available for this project effective upon Governor and Council approval through June 27, 2023. The original grant was approved by Governor and Council on October 2, 2019, Item #19. 95% Federal Funds, 5% General Funds.

Funding is available as follows:	FY 2023
04-96-96-960030-1335 FAA Projects 034-500161 New Construction	$37,684.20

EXPLANATION

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

FAA Grant Number	FAA Grant Amount
3-33-SBGP-38-2021	$ 2,362,166.00

An amendment from the Federal Aviation Administration (FAA) has been awarded from which $35,701.24 (or 90% of the amendment project cost) is necessary to demolish the terminal building/hangar (approximately 100' x 60') and construct a new terminal building (approximately 1,920 SF) – Phase II for the Claremont Municipal Airport in Claremont, NH.

The terminal building/hangar that was demolished dates back to 1927. Due to the poor condition of the structure, renovation costs and limited funding, the building was removed for safety reasons and a new, smaller structure was constructed in its place. As demand dictates, the replacement of the aircraft hangar would be constructed in the future by a private entity.

The funding from the amendment was required due to additional costs for design and construction efforts associated with the need for a New Hampshire Department of Environmental Services (NHDES) Alteration of Terrain permit, additional mechanical, mechanical and plumbing, and other miscellaneous work items listed below:

- Install American with Disabilities (ADA) hardware on terminal doors
- Install a door keypad at the airside pedestrian door entrance to the terminal building
- Upgrade to "Buy American" light fixtures
- Removal of the abandon septic system
- Upgrade gate and motor to the airport fence
- Add granite curb for the terminal building
- Pave the ADA parking spaces with added ADA signs and markings

The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Claremont in accordance with RSA 422:15. State participation in the amount of $1,982.96 (5% of this project) is also requested. The City of Claremont will participate in the amount of $1,982.96 (5% of this project). The total cost of the airport development project is $39,667.16.

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 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.

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

Please note that the State Funds are from the General Fund and have been previously approved in HB25, 2019, 146:1, XVI- A, Capital Budget.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments
VS/tlsl

U.S. Department
of Transportation
Federal Aviation
Administration

FAA AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2021 AVIATION STATE BLOCK GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 26, 2021
Block Grant Number	N/A
FY 2021 AIP Grant Number	3-33-SBGP-038-2021
Unique Entity Identifier	808591697

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

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

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Improvement Program (AIP) Grant funds for airport planning, development, and noise program implementation projects conforming to 49 United States Code (U.S.C.) Chapters 471 and 475, as permitted under 49 U.S.C. § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIP Grant Funds, including Supplemental AIP Grant funds, for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA a Block Grant Project Application dated May 3, 2021, for a Grant of Federal funds at or associated with New Hampshire State Block Grant Program Airports, which is a covered airport in New Hampshire and is included as part of this FY 2021 State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer and the State has accepted the terms of FAA's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the State Block Grant Project Application to provide Fiscal Year 2021 AIP Grant funds

(herein called the "Grant") to the State for eligible and justified projects (herein called the "Projects") for the following covered airports:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH

ASH, Boire Field, Nashua, NH

LCI, Laconia Municipal Airport, Gilford, NH

DAW, Skyhaven Airport, Rochester, NH

HIE, Mt. Washington Regional Airport, Whitefield, NH

CNH, Claremont Municipal Airport, Claremont, NH

CON, Concord Municipal Airport, Concord, NH

BML, Berlin Regional Airport, Milan, NH

5B9, Dean Memorial Airport, North Haverhill, NH

NOW THEREFORE, pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Transportation, Housing, and Urban Development and Related Agencies Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); the representations contained in the State Block Grant Project Application for FY 2021 AIP Grant Funds, and in consideration of:

(a) the State's acceptance of this Offer;

(b) the State's participation in the SBGP;

(c) the Sponsor's adoption and ratification of the Grant Assurance attached hereto; and

(d) the benefits to accrue to the United States and the public from the accomplishment of the Projects at the covered airports and compliance with the Grant Assurances, terms, and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay a Federal share of 100 percent for costs incurred in accomplishing the Projects.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is $ 2,362,166.

   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;
   $ 2,362,166 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. Grant Performance. This Grant Agreement is subject to the following federal award requirements:
   a. Period of Performance:

1. Shall start on the date the State formally accepts this Agreement and is the date signed by the last State signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1)
3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall but subject to the Period of Performance defined in this Agreement.

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall be subject to the Budget Period defined in this Agreement.

c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. Requirements for Subgrants. The State must incorporate all Federal contract provisions that apply to a Project funded with AIP funds, including but not limited to the following in all subgrants issued to Sponsors under this State Block Grant and require compliance by the Sponsors of the covered airports included in this State Block Grant Agreement:

a. The terms and conditions attached to this Grant Agreement;

b. At least one of the following, as applicable:

1. Assurances: Airport Sponsors (February 2020, as updated), or
2. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
3. Assurances: Planning Agency (March 2014); and

c. All information required by 2 CFR 200.332.

4. Nonprimary Entitlement Funds. $1,350,000.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are apportioned under 49 U.S.C. § 47114(d), also known as nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by 49 U.S.C. Chapters 471 and 475:

*NHB, New Hampshire State Block Grant Program, Concord, NH, Nonprimary Entitlement Funds, $1,350,000.00;

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

*NHB, New Hampshire State Block Grant Program, Concord, NH, COVID Relief KA Funds, $236,216.00;
*NHB, New Hampshire State Block Grant Program, Concord, NH, State Apportionment Funds, $775,950.00

5. Discretionary Funds. $0.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are discretionary funds.

6. State Apportionment:
$775,950.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by 49 U.S.C. Chapters 471 and 475.

7. Ineligible or Unallowable Costs. The State and Sponsor must not include any costs in the projects funded with this Grant that are ineligible or unallowable in accordance with 49 U.S.C. Chapters 471 and 475.

8. Indirect Costs – State and Sponsor. The State may allow a Sponsor 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 Sponsor direct salaries and wages that are necessary for carrying out the Projects. The State may charge indirect project costs under this Grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

9. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies and procedures of the Secretary, and the Act(s) referenced above, as may be applicable. 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.

10. Completing the Project without Delay and in Conformance with Requirements. The State must assure, and must require the Sponsor to assure, that projects are carried out and completed

without undue delays and in accordance with this Grant Agreement, applicable laws, statutes, regulations, and policies and procedures of the Secretary. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report to the State or FAA any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months and request prior approval from FAA. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3(b).

11. 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.

12. 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 23, 2021**, or such subsequent date as may be prescribed in writing by the FAA.

13. Improper Use of Federal Funds. The State and Sponsor 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 for any projects upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, 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 and Sponsor, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary.

14. 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 or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

15. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
    a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR 25.110, the State and Sponsor must maintain the currency of its information in 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, and will require 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

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

17. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA or the State determines that the maximum grant obligation of the United States exceeds the expected needs of the State or Sponsor, as applicable, by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the State unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the State 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 FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

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

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

18. Air and Water Quality. The State and Sponsor are required to comply with all applicable air and water quality standards for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.

19. Financial Reporting and Payment Requirements. The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

20. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The State and Sponsor will include a provision implementing Buy American in every contract.

21. Maximum Obligation Increase. 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:

    a. May not be increased for a planning project;
    b. May be increased by not more than 15 percent for development projects if funds are available;
    c. May be increased by not more than the greater of the following, land project if funds are available:
        1. 15 percent; or
        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the State or Sponsor requests an increase, the additional funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided under the original terms of this Grant for any amount increased over the initial grant amount.

22. Audits for Sponsors.

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at

http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

23. Suspension or Debarment. The State must:
    a. Immediately disclose to the FAA whenever the State:
        1. Learns a Sponsor has entered into a covered transaction with an ineligible entity; or
        2. Suspends or debars a contractor, person, or entity.
    b. Include a provision in all subgrants that requires Sponsors 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:
            i. 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
            ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
            iii. Adding a clause or condition to covered transactions attesting the 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. subcontracts).
    c. The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Grant.

24. 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 Sponsors 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:
            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
            ii. 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.

25. Trafficking in Persons.
    a. Sponsors under this Agreement that are private entities and their employees may not–
        1. Engage in severe forms of trafficking in persons during the period of time that this agreement, including subgrants under this Agreement, are in effect;
        2. Procure a commercial sex act during the period of time that this Agreement, including subgrants under this Agreement, are in effect; or

3. Use forced labor in the performance of this Agreement, including subgrants under this Agreement.

b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you, a Sponsor, or subcontractor that is a private entity –
   1. Is determined to have violated a prohibition in paragraph a. of this Condition; or
   2. Has an employee who is determined by the agency official authorized to terminate the Agreement to have violated a prohibition in paragraph a.1 of this Condition through conduct that is either –
      i. i. Associated with performance under this Agreement; or
      ii. ii. Imputed to the Sponsor or subcontractor 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 Condition, including subgrants under this agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Condition:
   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 Agreement.

e. You must include the requirements of paragraph a. of this Condition in any subgrant you make to a Sponsor or private entity.

26. Exhibit "A" Property Map. The State and Sponsor 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.

27. Employee Protection from Reprisals.

a. Prohibition of Reprisals —
   1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (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).

b. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.

28. <u>Reporting Subgrants and Executive Compensation</u>.

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—

i. the total Federal funding authorized to date under this grant is $25,000 or more;

ii. in the preceding fiscal year, the State received—

a) 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

b) $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

c) 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:

   i. As part of the State's registration profile at http://www.sam.gov.

   ii. 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—

   i. In the subrecipient's preceding fiscal year, the subrecipient received—

      a) 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

      b) $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

      c) 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:

Subgrants, and

The total compensation of the five most highly compensated executives of any subrecipient.

SPECIAL CONDITIONS

29. Buy American Executive Orders. The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The State's acceptance of this Offer and ratification and adoption of the State Block Grant Project Application incorporated herein shall be evidenced by execution of this instrument by the State, 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 United States and the State with respect to the accomplishment of the Projects funded under this Grant and compliance with the grant assurances, terms, and conditions as provided herein. Such Grant Agreement will become effective upon the State's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated July 26, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Gail Lattrell
Gail Lattrell (Jul 26, 2021 15:21 EDT)

(Signature)

Gail Lattrell

(Typed Name)

Director

(Title of FAA Official)

Part II - Acceptance

The State does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the State 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 State Block Grant Application and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Executed this day of July 27, 2021

State of New Hampshire
(Name of Sponsor)

Patrick C. Herlihy
Patrick C. Herlihy (Jul 27, 2021 14:21 EDT)
(Signature of State's Designated Official Representative)

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

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

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

CERTIFICATE OF STATE'S ATTORNEY

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

That in my opinion the State is empowered to enter into the foregoing State Block Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing State Block 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. In addition, for subgrants awarded under this Grant involving projects to be carried out on property not owned by the State or appropriate Sponsor, there are no legal impediments that will prevent full performance by the State or Sponsor. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated this day of July 29, 2021

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

[2] 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.

New Hampshire Department
of Transportation
Bureau of Aeronautics

SBG 02-11-2019
AIP Grant Number
NYNHWG7TN2F1
UEI Number
Claremont Municipal Airport
Airport/Planning Area
Claremont, New Hampshire
Location
July 28, 2022
Date Amendment is Offered

AMENDMENT NO. 1 TO GRANT AGREEMENT PROJECT NO. SBG-02-11-2019 City of Claremont, New Hampshire.

WHEREAS, the State of New Hampshire acting through the New Hampshire Department of Transportation (hereinafter referred to as the "State") has determined it to be in the interests of the United States and the State that the Grant Agreement between the State, acting for and on behalf of the Federal Aviation Administration (hereinafter referred to as the "FAA"), the United States, the State of New Hampshire, and the City of Claremont, New Hampshire (hereinafter referred to as the "Sponsor"), accepted by said Sponsor and approved by New Hampshire's Governor & Council on October 2, 2019, be amended in conformance with the Sponsor's letter dated December 27, 2021 and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

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

To the maximum amount of the obligation of the United States and State as set forth in paragraph 1 of the terms and conditions of the Grant Agreement between the United States, the State, and the Sponsor, is hereby increased from $755,717.00 to $793,401.20.

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

SBG 02-11-2019
AIP Grant Number
NYNHWG7TN2F1
UEI Number
Claremont Municipal Airport
Airport/Planning Area
Claremont, New Hampshire
Location
July 28, 2022
Date Amendment is Offered

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of the 26th day of August, 2022. Such Grant Amendment shall become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Grant Amendment.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

(Signature)

ANDRE J. BRIERE
(Typed Name)

Deputy Commissioner
(Title)

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

Dated: 9/20/2022

By: Emily C. Young
Assistant Attorney General

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

Dated:

By:
Secretary of State

Attest:

(Title)

SBG 02-11-2019
AIP Grant Number
NYNHWG7TN2F1
UEI Number
Claremont Municipal Airport
Airport/Planning Area
Claremont, New Hampshire
Location
July 28, 2022
Date Amendment is Offered

AIRPORT SPONSOR

City of Claremont
(Name of Airport Sponsor)

Lisa M Richmond
(Signature of Sponsor's Designated Official Representative)

By: Lisa M Richmond
(Typed Name of Sponsor's Designated Official Representative)

Title: Asst. City Manager / Finance Director
(Title of Sponsor's Designated Official Representative)

8/11/2022
(Signature Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Shawn Tanguay, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Claremont, NH this 11th day of August, 2022.

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

CERTIFICATE OF VOTE
City of Claremont
58 Opera House Square
Claremont, NH 03743

I, Julia A. Bizzarro, do hereby certify that I am Assistant City Clerk of the City of Claremont, a municipality in the state of New Hampshire, county of Sullivan, in the United States of America.

I do further certify that Lisa M. Richmond, Assistant 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 for on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the City of Claremont on the following date: October 27, 2021.

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 Claremont on this 15th day of August, 2022.

Julia A. Bizzarro
Signature

Assistant City Clerk
Title of Signatory

SEAL

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Sullivan upon this date August 15, 2022, appeared before me Gwendolyn Melcher, the above signed officer personally appeared, Julia A. Bizzarro, who acknowledged herself to be the Assistant City Clerk of the City of Claremont, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the City of Claremont, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Gwendolyn R Melcher
Signature of Notary or Justice of the Peace

Gwendolyn R Melcher
Name of Notary or Justice of the Peace

11/6/2024
Date of Expiration of Commission

GWENDOLYN R. MELCHER
STATE OF NEW HAMPSHIRE
-MY-
COMMISSION
EXPIRES
NOVEMBER 6,
2024
NOTARY PUBLIC

Client#: 494603 CITYOFCL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/02/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
333 Glen Street, Suite 302
Glens Falls, NY 12801

CONTACT NAME: Peggy Foote
PHONE (A/C, No, Ext): 845-285-3619 FAX (A/C, No): 610-537-2231
E-MAIL ADDRESS: peggy.foote@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Insurance Corporation	39217
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Claremont and CNH, Inc.
c/o Chief Bryan Burr
100 Broad Street
Claremont, NH 03743

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		100001952	06/15/2022	06/15/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of NH, Department of Transportation is included as additional insured on General Liability policy.

CERTIFICATE HOLDER

The State of NH, Department of Transportation -
Bureau of Aeronautics
John O. Morton Bldg., 7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY) 9/16/2021

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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kctsu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1414100 STANTEC CONSULTING SERVICES, INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES **CERTIFICATE NUMBER:** 16197725 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2021	10/1/2022	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2021	10/1/2023	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 195211045 - CLAREMONT MUNICIPAL AIRPORT TERMINAL BUILDING CONSTRUCTION ADMINISTRATION.

CERTIFICATE HOLDER

16197725
CITY OF CLAREMONT
100 BROAD STREET
CLAREMONT NH 03743-2677

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2023

DATE (MM/DD/YYYY) 4/22/2022

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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kctsu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1415077
STANTEC CONSULTING SERVICES, INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES CERTIFICATE NUMBER: 16197730 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	N	47 - GLO-307584	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820	5/1/2022 5/1/2022	5/1/2023 5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47 - UMO-307585	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2022 5/1/2022	5/1/2023 5/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 195211045 - CLAREMONT MUNICIPAL AIRPORT TERMINAL BUILDING CONSTRUCTION ADMINISTRATION. CITY OF CLAREMONT AND NHDOT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

16197730
NHDOT BUREAU OF AERONAUTICS
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302-0483

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2023

DATE (MM/DD/YYYY) 4/22/2022

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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kctsu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1415077
STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BLVD, SUITE 200
BROOMFIELD CO 80021-8009

COVERAGES **CERTIFICATE NUMBER:** 15705733 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	N	47 - GLO-307584	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820	5/1/2022 5/1/2022	5/1/2023 5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47 - UMO-307585	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2022 5/1/2022	5/1/2023 5/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 195211045 – CLAREMONT MUNICIPAL AIRPORT TERMINAL BUILDING DESIGN AND CONSTRUCTION. THE CITY OF CLAREMONT AND NHDOT ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

15705733
CITY OF CLAREMONT
100 BROAD STREET
CLAREMONT NH 03743-2677

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Claremont Fire Department
Fire Chief Bryan Burr
100 Broad Street
Claremont, New Hampshire 03743
Ph: (603) 542-7012
Fax: (603) 542-7028
Email: firechief@claremontnh.com

December 27, 2021

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

Reference:Claremont Municipal Airport –
Demolition of Terminal Building/Hangar and
Construction of Terminal Building – Phase 2 Construct
SBG-02-11-2019
Request for Grant Amendment

Dear Ms. Niewola:

The City of Claremont hereby formally requests that a grant amendment to SBG-02-11-2019 be issued to account for additional costs associated with design and construction for the project. A supplemental agreement to the engineering contract was issued due to changes in the scope of work including the NHDES AoT permitting, additional services for MEP engineering that were outside of the original scope, and record drawings. Additional construction costs were also incurred as described in Change Order 1. The city respectfully requests a grant amendment in the amount of $39,667.16, broken down as follows:

FAA Share	$	~~35,700.44~~	35,701.24
State Share	$	~~1,983.36~~	1,982.96
Local Share	$	~~1,983.36~~	1,982.96

Please call should have any questions or require additional information.

Sincerely,

Bryan Burr

Bryan Burr
City of Claremont
Fire Chief / Airport Manager

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #19
Date 10/2/19

William Cass, P.E.
Assistant Commissioner

August 9, 2019
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 Claremont, NH (Vendor 177373), for SBG-02-11-2019, to demolish the terminal building/hangar and construct a new terminal building – Phase II for the Claremont Municipal Airport in Claremont, NH. State and Federal participation in the amount of $755,717.00 is effective upon Governor and Council approval through June 27, 2023. 95% Federal Funds, 5 % General Funds.

Funding is available as follows:

	FY 2020
04-96-96-960030-7537	
FAA Projects	
034-500161 New Construction	$755,717.00

EXPLANATION

Six Federal Aviation Administration (FAA) State Block Grant were awarded to the State of New Hampshire:

FAA Grant Number	FAA Grant Amount
3-33-SBGP-21-2015	$ 2,022,238.00
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-30-2019	$ 2,105,194.00

A total of $715,942.00 (90% of the project cost) is proposed from the grants listed above for this airport development project (SBG-02-11-2019 copy attached), to demolish the terminal building/hangar (approximately 100' x 60') and construct a new terminal building (approximately 1,920 SF) – Phase II for the Claremont Municipal Airport in Claremont, NH.

The terminal building/hangar to be demolished dates back to 1927. Due to the poor condition of the structure, renovation costs and limited funding, it was determined that the building needed to be removed for safety reasons and a new smaller structure would be constructed in its place. As demand dictates, the replacement of the aircraft hangar would be constructed in the future by a private entity.

The following is the breakdown of the design and bidding costs for this project:

Resident Engineering	$ 65,132.00
Demolish and Construct (Pine Hill Construction)	$730,360.00
Total Project	$795,492.00

The project was placed out to bid and Pine Hill Construction submitted the low bid of $730,360.00, bid tabulation attached.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Claremont in accordance with RSA 422:15. The City of Claremont will participate in the amount of $39,775.00 (5% of this project). State participation in the amount of $39,775.00 (5% of this project) is also requested. The total cost of the airport development project is $795,492.00.

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 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.

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

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

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachment
VS/cln

Stantec Consulting Services Inc.
482 Payne Road
Scarborough, ME 04074

Stantec

Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,800 square foot Terminal Building

Claremont Municipal Airport

Bid Tab

Item No.	Description	Qty.	UOM	Engineer's OOC		Pine Hill Construction		All Seasons Construction		Wright Construction		Trumbell-Nelson Construction	
				Unit Cost	Ext.	Unit Cost	Ext.	Unit Cost	Ext.	Unit Cost	Ext.	Unit Cost	Ext.
100-3.1	Existing Building/Hangar Demolition	1	LS	$ 83,100.00	$83,100.00	$35,000.00	$35,000.00	$39,238.00	$39,238.00	$40,896.00	$40,896.00	$27,095.00	$27,095.00
100-3.2	Terminal Building	1	LS	$ 440,800.00	$440,800.00	$482,000.00	$482,000.00	$449,917.00	$449,917.00	$443,334.00	$443,334.00	$873,574.00	$873,574.00
200-3.1	Temporary Terminal Building	1	LS	$ 10,000.00	$10,000.00	$13,000.00	$13,000.00	$52,043.00	$52,043.00	$34,778.00	$34,778.00	$15,780.00	$15,780.00
C-100-5.1	Mobilization	1	LS	$ 75,000.00	$75,000.00	$65,000.00	$65,000.00	$6,550.00	$6,550.00	$15,351.00	$15,351.00	$5,000.00	$5,000.00
P-101-4.1	Pavement Removal	460	SY	$ 5.00	$2,300.00	$10.00	$4,600.00	$7.25	$3,335.00	$3.00	$1,380.00	$6.00	$2,760.00
P-101-4.2	Cold Milling	10	SY	$ 20.00	$200.00	$100.00	$1,000.00	$0.00	$0.00	$27.80	$278.00	$0.00	$0.00
P-101-4.3	Saw Cutting	200	LF	$ 5.00	$1,000.00	$5.00	$900.00	$3.65	$730.00	$4.18	$836.00	$3.00	$600.00
P-152-4.1	Unclassified Excavation	750	CY	$ 15.00	$3,750.00	$20.00	$15,000.00	$18.80	$14,100.00	$17.56	$13,170.00	$13.60	$10,200.00
P-162-5.1	8' Security Fence	66.0	LF	$ 75.00	$4,950.00	$60.00	$3,960.00	$122.00	$8,052.00	$100.79	$6,652.14	$60.00	$3,960.00
P-162-5.2	Remove Existing Security Fence	20	LF	$ 10.00	$200.00	$10.00	$200.00	$66.00	$1,320.00	$59.00	$1,180.00	$20.00	$400.00
P-304-5.1	NHDOT 304.3 Crushed Gravel Base Course	70	CY	$ 40.00	$2,800.00	$40.00	$2,800.00	$42.00	$2,940.00	$67.50	$4,725.00	$35.00	$2,450.00
P-304-5.2	NHDOT 304.2 Crushed Gravel Subbase Course	170	CY	$ 40.00	$6,800.00	$40.00	$6,800.00	$42.00	$7,140.00	$56.00	$9,520.00	$35.00	$5,950.00
P-403-5.1	NH HOT Bituminous Pavement 12.5mm	100	TONS	$ 150.00	$15,000.00	$135.00	$13,500.00	$142.59	$14,259.00	$168.50	$16,850.00	$145.59	$14,559.00
T-901-5.1	Seeding	9	UNITS	$ 25.00	$225.00	$10.00	$90.00	$268.00	$2,412.00	$197.00	$1,773.00	$222.22	$1,998.98
T-905-5.1	Topsoiling	9	UNITS	$ 500.00	$4,500.00	$430.00	$3,870.00	$1,358.00	$12,222.00	$880.00	$7,920.00	$1,124.44	$10,119.96
UT-100-5.1	Water Service, 3/4" copper, Type K	78	LF	$ 100.00	$7,800.00	$50.00	$3,900.00	$57.00	$4,446.00	$32.50	$2,535.00	$47.00	$3,666.00
UT-100-5.1A	Water Service Connection	1	ALLOWANCE	$ 100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
UT-100-5.2	Removal of Existing Water Line	75	LF	$ 5.00	$375.00	$50.00	$3,750.00	$0.00	$0.00	$13.00	$975.00	$0.00	$0.00
UT-100-5.3	Wastewater Disposal System	1	LS	$ 3,000.00	$3,000.00	$20,000.00	$20,000.00	$20,406.00	$20,406.00	$15,687.00	$15,687.00	$16,899.00	$16,899.00
UT-100-5.4	Remove Existing Wastewater Disposal System	1	LS	$ 25,000.00	$25,000.00	$4,000.00	$4,000.00	$4,931.00	$4,931.00	$4,204.00	$4,204.00	$4,125.00	$4,125.00
UT-100-5.5	UP Tank System	1	LS	$ 5,000.00	$5,000.00	$5,000.00	$5,000.00	$2,644.00	$2,644.00	$4,136.00	$4,136.00	$2,095.00	$2,095.00
UT-100-5.6	UP Tank System (Dead River Company)	1	ALLOWANCE	$ 3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
UT-100-5.7	Drywell	1	LS	$ 1,500.00	$1,500.00	$4,000.00	$4,000.00	$6,508.00	$6,508.00	$3,587.00	$3,587.00	$5,390.00	$5,390.00
UT-100-5.8	Site Electrical and Communications - Temporary	1	LS	$ 10,000.00	$10,000.00	$5,000.00	$5,000.00	$23,003.00	$23,003.00	$25,491.00	$25,491.00	$11,075.00	$11,075.00
UT-100-5.9	Site Electrical and Communications - Permanent	1	LS	$ 30,000.00	$30,000.00	$45,000.00	$45,000.00	$18,191.00	$18,191.00	$2,981.00	$2,981.00	$26,265.00	$26,265.00
UT-100-5.10	Utility Pole	1	ALLOWANCE	$ 15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
			10% contingency		$76,890.00								
			BASE BID TOTAL		$845,790.00		$730,360.00		$1,107,935.00		$975,512.94		$1,060,677.94

Bids Opened on: February 27th, 2019 at 11AM
Bids Opened by: Doree Russell, City of Claremont

Note: In the Bidder's proposals, mathematical errors were found. The errors have been corrected on this sheet. The highlighted cells indicate the place where the bidder's errors were encountered and have been corrected.
Multiplication Error
Addition Error

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

September 8, 2015

Mr. Bryon H. Rakoff, Deputy Manager
New England Airports Division
Federal Aviation Administration
12 New England Executive Park
Burlington, MA 01803

Dear Mr. Rakoff:

Please find enclosed the executed grant offer for Airport Improvement Program (AIP) Project 3-33-SBGP-021-2015.

The New Hampshire Department of Transportation strongly opposes the removal of the "Statewide ARFF Rehabilitation and Equipment" project. To date, the FAA has not provided specific written guidance (i.e., law or regulation reference) on why the ARFF rehabilitation project cannot utilize AIP funds. In addition, the Department is very concerned that the FAA has decided to withhold $165,320.00 of State Apportionment funding in FY 2015. The removal of this funding negatively impacts the airports in New Hampshire and is contrary to 49 USC 47114 (d)(2). I respectfully request that a second grant be immediately issued for the remaining State Apportionment, so that New Hampshire's State Block Program will not be delayed further.

The Department has an expectation that the FAA will expeditiously make a final determination with regards to the ARFF rehabilitation and equipment project, providing the appropriate documentation references to minimize the impact on future infrastructure projects.

Sincerely,

Patrick C. Herlihy
Director of Aeronautics, Rail and Transit

Enclosures

cc: Mary T. Walsh, FAA Manager/New England Airports Division
Amy Lind Corbett, FAA New England Regional Administrator
Tricia L. Schoeneck Lambert, NHDOT, Administrator
Chris Scott, U.S. Senator Jeanne Shaheen's Office
Matthew Flanders, U.S. Senator Kelly Ayotte's Office
Jake Berry, U.S. Representative Kuster's Office

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

5B9, 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 debars 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 eInvoicing 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

Bryon H. Rakoff
(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: Brian 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 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.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	- Select One -
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received: MAY 01 2015
4. Application Identifier:

5a. Federal Entity Identifier:
* 5b. Federal Award Identifier: AIP #3-33-SBGP-21-2015

State Use Only:

6. Date Received by State:
7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: New Hampshire Department of Transportation

* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000618
*c. Organizational DUNS: 80-859-1697

d. Address:

* Street 1: 7 Hazen Drive
Street 2: P.O.Box 483
* City: Concord
County: Merrimack
* State: NH
Province:
Country: USA
*Zip/ Postal Code: 03302

e. Organizational Unit:

Department Name: New Hampshire Department of Transportation
Division Name: Bureau of Aeronautics

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

Prefix: Ms.
First Name: Carol
Middle Name:
* Last Name: Niewola
Suffix: P.E., C.M.

Title: Senior Aviation Planner

Organizational Affiliation:
New Hampshire Department of Transportation

* Telephone Number: (603) 271-1675
Fax Number: (603) 271-1689

* Email: cniewola@dot.state.nh.us

OMB Number: 4040-0004
Expiration Date: 06/31/2016

Application for Federal Assistance SF-424

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

A. State Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify): None

* 10. Name of Federal Agency:
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:
Airport Improvement Porgram

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

5B9 – Haverhill, NH – Grafton County; ASH – Nashua, NH – Hillsborough County; BML - Milan/Berlin, NH – Coos County; CNH - Claremont, NH – Sullivan County; CON – Concord, NH – Merrimack County; DAW – Rochester, NH – Strafford County; EEN – Swanzey/Keene, NH – Cheshire County; HIE – WhiteField, NH – Coos County; LCI – Gilford/Laconia, NH – Belknap County

* 15. Descriptive Title of Applicant's Project:

FY 2015 Airport Block Grant Program for New Hampshire's Non-Primary Airports.

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

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: 07/01/2015 *b. End Date: 09/30/2018

18. Estimated Funding ($):

*a. Federal	2,329,588.00
*b. Applicant	
*c. State	146,496.55
*d. Local	112,346.56
*e. Other	
*f. Program Income	
*g. TOTAL	2,588,431.11

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

- [x] a. This application was made available to the State under the Executive Order 12372 Process for review on 04/29/2015
- [ ] 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 on next page.)**

- [ ] Yes
- [x] No

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)

- [x] ** 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: Mr. *First Name: Patrick

Middle Name: C.

*Last Name: Herlihy

Suffix:

*Title: NHDOT, Director of Aeronautics,Rail and Transit

*Telephone Number: (603) 271-2449 Fax Number: (603) 271-1689

* Email: pherlihy@dot.state.nh.us

*Signature of Authorized Representative: *Date Signed: 04/30/2015

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

NA

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☑ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☑ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☑ Yes ☐ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐ Yes ☑ No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? ☑ Yes ☐ No	Check one: State ☑ Local ☐ Regional ☐ Location of Plan: on file at FAA & NHDOT
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☑ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☑ No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? ☑ Yes ☐ No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☐ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☐ No	(See instructions for additional information to be provided.)

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:

Not applicable

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:

No exceptions

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:

No exceptions

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.

Yes

6. 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 which project is proposed.

Yes

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:

Not applicable

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":

The only exception is a new parcel acquisition in FY2015 at Boire Field (ASH).

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":

Parcel E-01356 is to be purchased in FY 2015 by Boire Field (ASH) for protection of their approach surfaces.

(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"

Parcel E-01356 is to be purchased in fee simple in FY 2015 by Boire field (ASH) for protection of their approach surfaces.

*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 Project

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous	2,588,431.11		2,588,431.11
14. Total (Lines 1 through 13)	2,588,431.11		2,588,431.11
15. Estimated Income (If applicable)			
16. Net Project Amount (Line 14 minus 15)	2,588,431.11		2,588,431.11
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	2,588,431.11		2,588,431.11
20. Federal Share requested of Line 19	2,329,588.00		2,329,588.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)	2,329,588.00		2,329,588.00
23. Grantee share	146,496.55		146,496.55
24. Other shares	112,346.56		112,346.56
25. Total Project (Lines 22, 23 & 24)	$ 2,588,431.11	$	$ 2,588,431.11

SECTION C – EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$ 0.00	$ 0.00

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	
a. Securities	$
b. Mortgages	
c. Appropriations (By Applicant)	146,496.55
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	146,496.55
28. Other Shares	
a. State	
b. Other	112,346.56
c. Total Other Shares	112,346.56
29. TOTAL	$ 258,843.11

SECTION E – REMARKS

The amounts requested in this grant application are for the full (100%) Airport Block Grant Program in New Hampshire for federal FY 2015.

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : New Hampshire Airport Block Grant Program

AIRPORT : 9 Non-Primary Airports (ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9) and Statewide System

1. Objective:

The objective of this grant request is to fund needed safety and standards improvement projects at the non-primary airports in New Hamsphire along with statewide system improvements.

2. Benefits Anticipated:

The benefits anticipated from the implementation of this grant request are increased safety and preservation of runways, taxiways, aprons, and airspace surrounding the Airport Block Grant Program (Program) airports.

3. Approach: (See approved Scope of Work in Final Application)

Each of the Program airports and the statewide system will be submitting grant applications to the NHDOT/Bureau of Aeronautics based on public bid processes and negotiated agreements (as appropriate). NHDOT/Bureau of Aeronautics will issue sub-grant agreements to the airport sponsors of projects within the Program using the funds allocated as a result of this grant application. NHDOT/Bureau of Aeronautics will manage these sub-grants in accordance with accepted FAA rules, policies, and regulations including regular financial and project status reports to FAA as needed. FAA's standard Airport Sponsor Assurances will be attached to each airport sponsor's sub-grant offer, which will continue to obligate the airport sponsors to the federal requirements.

4. Geographic Location:

The Program airports are located in Nashua (ASH), Milan (BML), Claremont (CNH), Concord (CON), Rochester (DAW), Keene/Swanzey (EEN), Whitefield (HIE), Gilford (LCI), and North Haverhill (5B9). The statewide project this year will be equipment acquisition and upgrades for the ARFF facility located in Concord, NH. Attached is a graphic illustration of the Program airports.

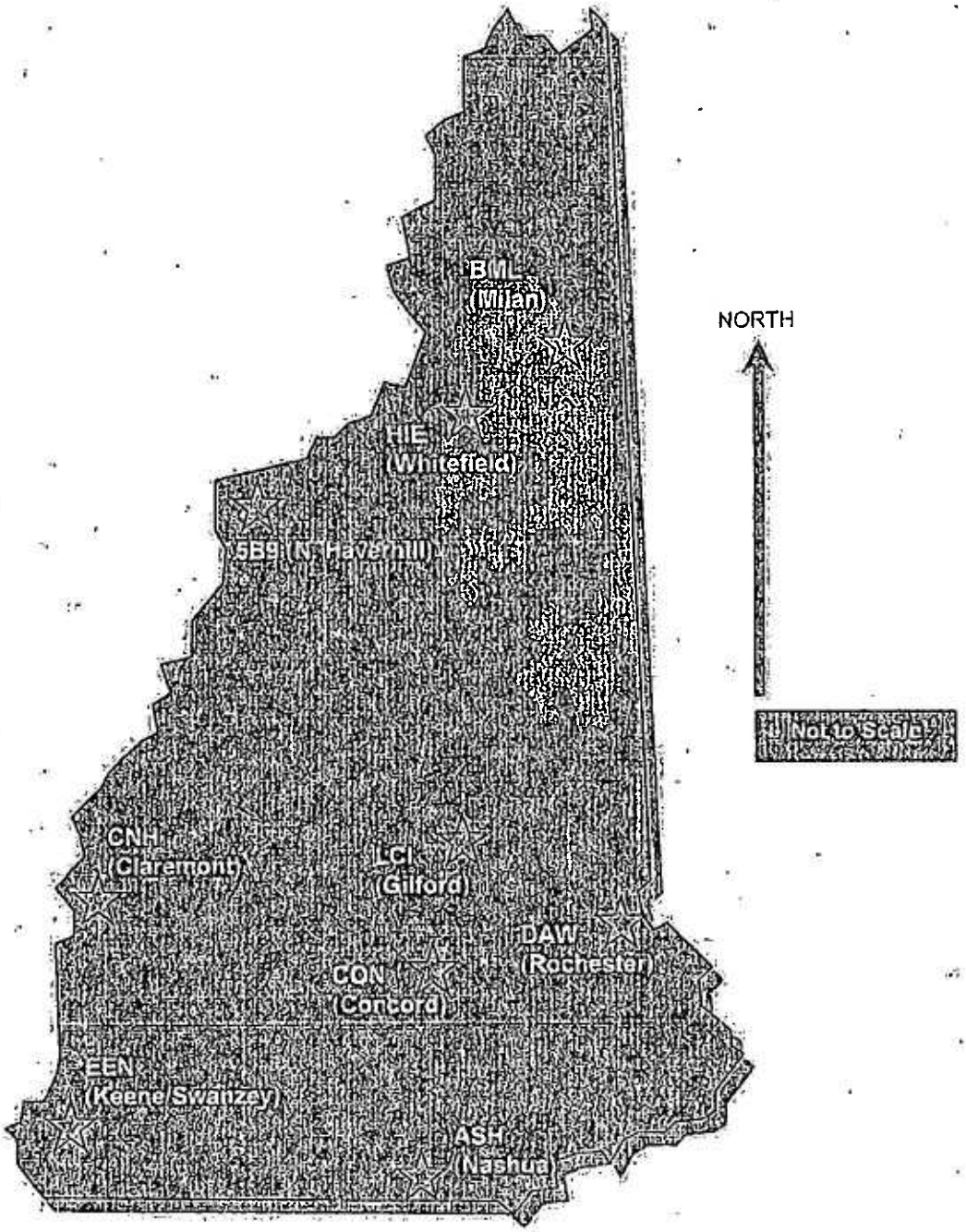
5. If Applicable, Provide Additional Information:

This is the eighth year of the Program in New Hampshire. Attached is a more descriptive narrative of the Program including Intergovernmental Review status, Disadvantage Business Enterprise (DBE) status, Construction Safety and Phasing Plan status, Categorical Exclusion (from NEPA) status, and user coordination efforts. All projects are based on negotiated fees and/or construction bids. NHDOT is requesting the full ABGP FY 2015 program in this grant application.

6. Sponsor's Representative: (include address & telephone number)

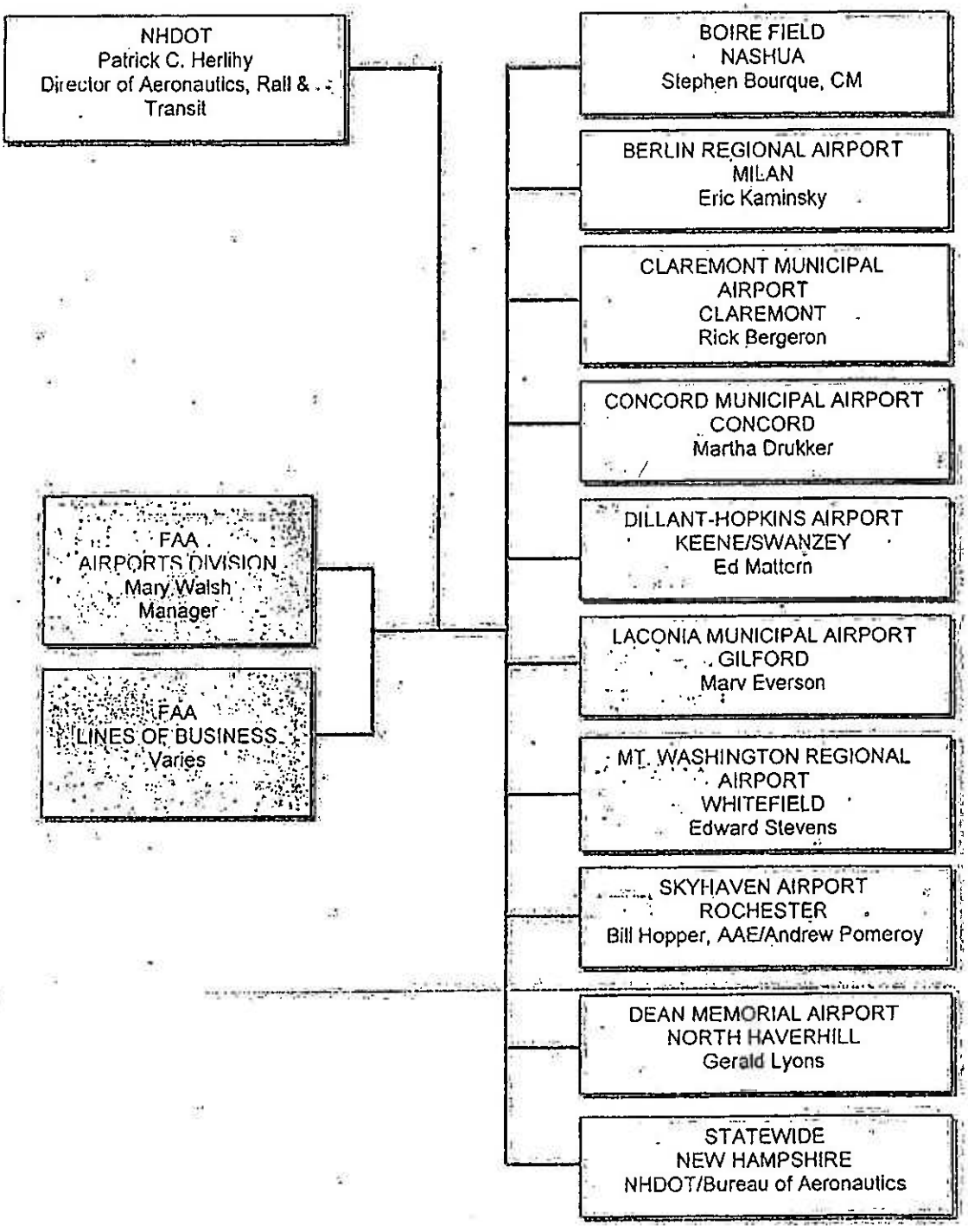
Carol L. Niewola, PE, CM
Senior Aviation Planner
NHDOT/Bureau of Aeronautics
7 Hazen Drive/P.O. Box 483
Concord, NH 03302-0483
P: (603) 271-1675 E: cniewola@dot.state.nh.us

New Hampshire Airport Block Grant Program
Program Airports (FY 2015)



Note: Statewide aviation projects are also included in the Airport Block Grant Program.

New Hampshire Airport Block Grant Program
Organizational Chart



New Hampshire Airport Block Grant Program
Program Narrative (continued)
FY 2015
Supplemental Information to FAA Form 5100-100

Table 1 is the status of the grant components for the projects included in the FY 2015 Airport Block Grant Program. All cells for each project will be completed prior to NHDOT's issuance of a sub-grant agreement to that airport sponsor.

TABLE 1 – PROJECT GRANT APPLICATION COMPONENT STATUS

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EEN: Prepare Environmental Assessment for Off-Airport Obstruction Removal - Phase II	N/T	N/A	Pending	N/A	√	Aug. 2015-Dec. 2016	√
Statewide: ARFF Upgrades and Equipment	N/T	N/A	Pending	N/A	√	Aug. 2015-Dec. 2015	√
EEN: Purchase SRE (rotary blower)	N/T	N/A	Pending	N/A	√	Aug. 2015-Dec. 2016	√
ASH: Acquire Land in RPZ	√	N/A	√	N/A	√	Aug. 2015-Dec. 2016	√
LCI: Airport Pavement Maintenance, Marking and Signage	N/T	N/A	√	Pending	√	Aug. 2015-Nov. 2016	√
DAW: Rehabilitate Taxilane Pavement and Drainage Systems (BB+AA#1+AA2+AA#3) - Phase I (Design and Bid)	Pending	Pending	√	N/A	√	Aug. 2015-Dec. 2016	√
HIE: Airport Pavement Maintenance and Marking (Design and Bid)	N/T	N/A	N/T	N/A	√	Aug. 2015-Dec. 2016	√
CNH: Construct New Hangar (60x80-ft) - Phase I (Design and Bid)	Pending	N/A	N/T	N/A	Pending	Aug. 2015-Dec. 2016	√

√ = Completed or Approved, as applicable N/A = Not Applicable N/T = Not Triggered

Explanation of "Not Triggered" in Table 1

- Intergovernmental Review coordination (through NH Office of Energy and Planning) is not triggered when the project meets the exemption listed in FAA Order 5100.38C, paragraph 1006.b.(4).

- Section 106 coordination is not triggered when, based on an understanding between the NH SHPO, FAA, and NHDOT, the following projects are proposed: airport master plans, equipment purchases, rehabilitation/reconstruction work that only disturbs previously disturbed areas, pavement marking and remarking, land acquisition that has no construction or demolition, repairing or replacing in kind existing airfield signs and existing airport lighting, repair or renovation in the interior spaces of non-public buildings less than 50 years old, and tree cutting or vegetation removal with no stump removal and no disturbance of soil.

- Coast Zone Management, as managed by the NH Department of Environmental Services, is not triggered if the project is not a construction project or won't have any impacts to coastal waters, adjacent shorelands, islands, transitional and intertidal areas, salt marshes, associated wetlands, and beaches.

- DBE Plan/Goal Approval is not triggered when the airport sponsor will not exceed the $250,000 federal share threshold identified in 49 CFR Part 24.

Disadvantaged Business Enterprise Statement

The NHDOT/Bureau of Aeronautics has an submitted its DBE Plan/Goal for FY 2015-2017 but understands that there is a backlog of pending approvals, including this plan, at FAA/Civil Rights Office. In FY 2015, NHDOT/Bureau of Aeronautics anticipates sponsoring one AIP-funded project.

As a recipient of AIP funds through the ABGP, NHDOT does not contract with any consultants or contractors to carry out sub-recipients' project work and, therefore, NHDOT requires compliance with 49 CFR Part 24 of each of its sub-recipients who do sponsor (and issue contracts) for their project work.

SHPO/THPO Coordination Statement

Section 106 coordination needs for each individual sub-grant within NH's ABGP is individually evaluated and coordination results are shown in Table 1 of this grant application. FAA did not provide any notification of THPO coordination needed for any of NH's ABGP proposed FY 2015 projects, but if coordination is requested in the future, it will be carried out by the NHDOT/Bureau of Aeronautics in concert with the specified airport sponsor(s). A copy of NH's FY 2015 ABGP grant application has been provided to NH Office of Energy and Planning for coordination with any state agency including SHPO (via NH Division of Historical Resources).

US Fish & Wildlife Coordination Statement

The Fish and Wildlife Coordination Act, as amended, requires coordination with USFWS where waters of any stream or other body of water are proposed to be controlled or modified by a project. Individual sub-grants within NH's ABGP have or will coordinate with USFWS if they are designing or constructing a project that is proposed to impact these water bodies. A copy of NH's FY 2015 ABGP grant application has been provided to USFWS for the purposes of coordination with the ABGP.

NH ABGP NEPA Statement

The grant (e.g., "action") for the Airport Block Grant Program is Categorically Excluded from the National Environmental Policy Act (NEPA) review per paragraph 307o in FAA Order 1050.1E. In addition, there are no extraordinary circumstances per FAA Order 1050.1E, paragraph 304. This includes (but is not limited to) the projects listed in FAA Order 5050.4B, Table 6-1.

Project Schedule

Sub-grant project schedules have been included in Table 1 for reference. It is anticipated that all sub-grants issued as a result of this FY 2015 NH ABGP grant application will be completed no later than September 30, 2018 (4-year duration).

Program Narrative (continued)

Table 2 table represents the financial data associated with funding the Program airports' FY 2015 projects including FAA shares of non-primary entitlements and state apportionment for the full (100%) Program.

TABLE 2 REVISED – PROJECT FUNDING BREAKDOWN

Airport Identifier	Project Description	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EEN	Prepare Environmental Assessment for Off-Airport Obstruction Removal - Phase II	$	$ 115,200.00	$	$	$	$	$ 115,200.00	$ 6,400.00	$ 6,400.00	$ 128,000.00
STATE	Statewide ARFF Upgrades and Equipment	$	$	$	$ 607,650.00	$	$	$ 607,650.00	$ 34,150.00	$	$ 641,800.00
EEN	Purchase SRE (rotary blower)	$	$ 34,800.00	$	$ 340,000.00 482,700.00	$	$ 448,030.00	$ 517,800.00	$ 28,750.02	$ 28,750.02	$ 575,000.33
ASH	Acquire Land in RPZ	$ 20,462.30	$ 150,000.00	$	$ 169,537.70	$	$	$ 360,000.00	$ 20,000.00	$ 20,000.00	$ 400,000.00
LCI	Airport Pavement Maintenance, Marking and Signage	$ 4,230.92	$ 150,000.00	$	$	$	$	$ 154,230.92	$ 8,568.38	$ 8,568.38	$ 171,367.69
OAW	Rehabilitate Taxilane Pavement and Drainage Systems (BB+AA#1+AA2+AA #3) - Phase I (Design and Bid)	$ 116,020.00	$	$	$	$	$	$ 116,020.00	$ 6,479.22	$ 6,479.22	$ 129,564.44
IBE	Airport Pavement Maintenance and Marking	$ 53,460.00	$	$	$	$	$	$ 53,460.00	$ 2,970.00	$ 2,970.00	$ 59,400.00
CNH	Hangar (60x80-ft) - Phase I (Design + Bid)	$ 76,500.00	$	$	$	$	$	$ 76,500.00	$ 4,250.00	$ 4,250.00	$ 85,000.00
CON	N/A-(placeholder for NPES tracking)	$	$	$	$	$	$	$	$	$	$
BML	N/A-(placeholder for NPES tracking)	$	$	$	$	$	$	$	$	$	$
5B9	N/A-(placeholder for NPES tracking)	$	$	$	$	$	$	$	$	$	$
[illegible]	TOTAL	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]

672238.00 Ø

Note: CON, BML and 5B9 do not have programmed projects for FY 2015.
Note: No unused or recovered discretionary funds are programmed for FY 2015 projects.

Withholding $165,320. of State app until the ARFF issue is cleared up.

Program Narrative (continued)

Table 3 illustrates the total amounts needed for this grant application. Tables 3 use two methods to confirm the federal share and total project amount needed for FY 2015: (1) adding the "formula" values to the discretionary funds needed, and (2) summary of funding needs from Table 2 plus the amounts to be carried over into FY 2016 (that the NHDOT will be tracking) minus any funds carried forward from previous years. The difference in how the state and local shares are distributed is a result of the state funding the local share of some projects.

TABLE 3 REVISED – FULL FUNDING AMOUNTS IN FY 2015

	FAA Share	NHDOT Share	Local Share	Total FY 2015 Amount
Method (1) based on formulas plus discretionary needs				
FY 2015 GA NPE Needs	$1,350,000.00	$75,000.00	$75,000.00	$1,500,000.00
+FY 2015 GA State Apportionment Needs	$837,558.00	$63,606.00	$29,456.00	$930,620.00
TOTAL BLOCK GRANT IN FY 2015	$2,187,558.00	$138,606.00	$104,456.00	$2,430,620.00
+FY 2015 GA Discretionary Needs	$142,030.00	$7,890.55	$7,890.56	$157,811.11
TOTAL GRANT AMOUNTS IN FY 2015	$2,329,588.00	$146,496.55	$112,346.56	$2,588,431.11
Method (2) based on actual funding needs plus carryovers				
FY 2015 Total Grant Needs *(from Table 2)*	$1,700,867.22	$111,567.62	$77,417.63	$1,889,852.47
-GA NPE Carried Forward into FY 2015	$1,643,105.00	$91283.61	$91,283.61	$1,825,672.22
-State Apportionment Carried Forward into FY 2015	$0.00	$0.00	$0.00	$0.00
~~-Discretionary Carried Forward into FY 2015~~	$0.00	$0.00	$0.00	$0.00
+GA NPE Carried Forward into FY 2016	2,271,825.78	$126,212.54	126,212.54	$2,524,250.86
+SA Carried Forward into FY 2016	$0.00	$0.00	$0.00	$0.00
TOTAL GRANT AMOUNTS IN FY 2015	$2,329,588.00	$146,496.55	$112,346.56	$2,588,431.11

The total amount of FAA's share that is to be funded from the requested FULLY FUNDED FY 2015 AIP NH-ABGP is $2,329,588.00.

Certification of 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 representative 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.

Date: April 30, 2015

NHDOT/Bureau of Aeronautics
Name of Airport Sponsor

Signature of Authorized Official

Director of Division of Aeronautics, Rail & Transit
Title of Authorized Official

EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT "A" PROPERTY MAP DATED varies (see below), 20___, AND ATTACHED TO THE GRANT AGREEMENT FOR AIP PROJECT NO. varies (see below) REFLECTS THE CURRENT INFORMATION AS OF THIS DATE.

THE ABOVE MENTIONED EXHIBIT "A" IS, THEREFORE, INCORPORATED INTO THIS PROJECT APPLICATION BY REFERENCE AND MADE A PART HEREOF.

DATE: April 30, 2015

NAME OF SPONSOR

BY Patrick C. Herlihy

TITLE Director, Aeronautics, Rail & Transit

Airport	Submitted with 2015 Application	Exhibit A Date (actual or referenced)	Project # Referenced
BML	N/A	16-Jul-2010	SBG-01-04-2013
CNH	Certification	11-May-2005	AIP #3-33-0002-16
CON	N/A	26-Jan-2011	SBG-04-08-2013
EEN	Certification	17-Aug-2007	SBG-08-08-2011
LCI	Certification	01-Apr-2008	SBG-09-05-2011
ASH	Plan	03-Apr-2015	SBG-12-15-2015
DAW	Plan	19-Sep-2014	SBG-15-06-20115
HIE	Certification	13-Aug-2008	SBG-17-03-2010
5B9	N/A	19-Jul-2005	AIP #3-33-0018-01

N/A = Not Applicable; Airport not applying for a grant in 2015.

U.S. Department of Transportation
Federal Aviation Administration

RECEIVED
JUL 20 2016
NH AERONAUTICS

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

Date of Offer: JUL 19 2016

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
5B9, 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 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 866-606-8220) 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 eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

21. Reporting Subgrants and Executive Compensation.
   A. State Reporting Requirements of Subgrants.

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

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

Date of Offer	August 30, 2016
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-023-2016
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 August 8, 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 $1,196,073.

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 September 16, 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.
$686,790 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 $76,310
ASH, Boire Field, Nashua, NH, $76,310
LCI, Laconia Municipal Airport, Gilford, NH, $73,690
DAW, Skyhaven Airport, Rochester, NH, $76,310
HIE, Mt. Washington Regional Airport, Whitefield, NH, $76,310
CNH, Claremont Municipal Airport, Claremont, NH, $76,310
CON, Concord Municipal Airport, Concord, NH, $76,310
BML, Berlin Regional Airport, Milan, NH, $76,310
5B9, Dean Memorial Airport, North Haverhill, NH, $76,310

13. State Apportionment.
$509,283 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 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 866-606-8220) 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 eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

21. Reporting Subgrants and Executive Compensation.
   A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates $25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
2. The State must report each subgrant to http://www.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 6th day of September 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, DIVISION OF AERONAUTICS, RAIL & TRANSIT
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew Boudreau, 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 9 day of September 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 tem 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 eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

21. Reporting Subgrants and Executive Compensation.

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

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

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

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew 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 8 day of August, 2017.

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: JUN 12 2018

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 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 (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
5B9, 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 tem 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 eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

21. Reporting Subgrants and Executive Compensation:

A. State Reporting Requirements of Subgrants.

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

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.

U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

Date of Offer JUN 12 2019

Block Grant Number N/A

AIP Grant Number 3-33-SBGP-030-2019

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

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

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

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

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

CONDITIONS

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

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

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

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

2. Assurance for Subgrantees: The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
   A. Assurances: Airport Sponsors (March 2014), or
   B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
   C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (4/18/2019).

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

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

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

6. Completing the Project without Delay and in Conformance with Requirements. The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.

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

8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before July 19, 2019** or such subsequent date as may be prescribed in writing by the FAA.

9. Improper Use of Federal Funds. The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.

11. Required Federal Provisions. The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.

12. Nonprimary Entitlement Funds. $1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

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

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

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

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

21. Reporting Subgrants and Executive Compensation.

A. State Reporting Requirements of Subgrants.

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

F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.

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

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

27. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Ms. 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 19th day of June, 2019.

State Of New Hampshire
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

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

Title: Director of Aeronautics, Rail & Transit
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

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

Dated at Concord, NH (location) this 28th day of June, 2019.

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

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

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 2, 2019
Airport/Planning Area	Claremont Municipal Airport
State Block Grant Number	SBG 02-11-2019
DUNS Number	07-397-4776

TO: City of Claremont, 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 March 26, 2019, for a grant of Federal and State funds for a project at or associated with the Claremont 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 Claremont Municipal Airport (herein called the "Project") consisting of the following:

Demolish Terminal Building/Hangar (approx. 100'x60'); Construct New Terminal Building (approx. 1,920 SF) – Phase II (construction, mitigation)

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 **$755,717.00.**

   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
   $755,717.00 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 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is **June 27, 2023.**

   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

August 1, 2019, 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. **Required Federal Provisions.** The Sponsor is required to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.

12. **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).

13. **Reporting Subgrants and Executive Compensation.**

    A. State Reporting of Sponsor Executive Total Compensation.

1. Unless the Sponsor is exempt, the State must report het names and total compensation of each of the Sponsor's five most highly compensated executives in the preceding completed fiscal year, if –
   a. In the Sponsor's preceding fiscal year, the Sponsor received –
      i. 80 percent or more of its annual gross revenues from grants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and grants); and
      ii. $25,000,000 or more in annual gross revenues from grants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and grants); 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 files at http://www.sec.gov/answers/execcomp.htm.)
2. The Sponsor must report Sponsor executive total compensation:
   a. To the State.
   b. by the end of the month following the month during with the State makes the grant to the Sponsor. For example, if a grant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Sponsor must report any required compensation information of the Sponsor by November 30 of that year.

B. Exemptions

If, in the previous tax year, the Sponsor had gross income, from all sources, under $300,000, it is exempt from the requirement to report:

1. Grants, and
2. The total compensation of the five mostly highly compensated executives of the Sponsor.

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

15. 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.

16. 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.

17. **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.

18. **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.

19. **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.

20. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR § 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/. Provide one copy of the completed Single Audit or program-specific audit to the State.

21. **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 debars a contractor, person, or entity.

22. **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.

23. 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. The Sponsor must inform the State immediately of any information the Sponsor receives from any source alleging a violation of a prohibition of paragraph A of this award item.

D. The State's 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. The Sponsor must include the requirements of paragraph A of the award item in any subaward the Sponsor makes to a private entity.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **May 11, 2005**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

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.

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).

26. 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.

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

28. 2018 FAA Reauthorization: This grant agreement is subject to the terms and conditions contained herein including the terms knowns as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA and the State shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent that there is a conflict between the assurances and the Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Pending Documents. No grant reimbursements under this grant agreement will be made by the United States and State to the Sponsor until the Construction Safety and Phasing Plan for this project has been provided to, and accepted by the State and a fully executed Memorandum for Agreement for the proposed mitigation with the State Historical Preservation Office has been received by the State.

35. Environmental Permits: The Sponsor shall not proceed with any construction activities until all environmental permits have been issued and copies of same provided to the State.

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
(Typed Name)
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: Sept. 10, 2019 By: _____
Assistant Attorney General

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

Dated: OCT 0 2 2019 Attest: _____
By: _____
(Signature of Attest) *(Title)*
DEPUTY SECRETARY OF STATE

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 28 day of July 2019.

City of Claremont NH
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: John A. McLean
(Typed Name of Sponsor's Authorized Official)

Title: City Mgr.
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, JANE F. TAYLOR, 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 LEBANON, NH (location) this 30th day of July 2019.

By: Jane F. Taylor
(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.

CERTIFICATE OF VOTE

I, Dorée M. Russell, do hereby certify that I am the Assistant City Clerk of the City of Claremont, a municipality in the state of New Hampshire, county of Sullivan, in the United States of America.

I do further certify that John A. MacLean 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 for on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the City of Claremont on the following date: July 24, 2019.

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 Claremont on this 1st day of August, 2019.

Dorée M. Russell
Signature

SEAL

Assistant City Clerk
Title of Signatory

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Sullivan upon this date August 1, 2019, appeared before me Mercedes LaQuire the above signed officer personally appeared, Dorée M. Russell, who acknowledged herself to be the Assistant City Clerk of the City of Claremont, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the City of Claremont, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Signature of Notary or Justice of the Peace

MERCEDES LAQUIRE STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES DECEMBER 19, 2023 NOTARY PUBLIC

SEAL

Mercedes LaQuire
Name of Notary or Justice of the Peace

December 19, 2023
Date of Expiration of Commission

CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY) 7/16/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	
INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1414100
STANTEC CONSULTING SERVICES, INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES CERTIFICATE NUMBER: 16197733 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	GLOPR1801673	10/1/2018	10/1/2019	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 195211045 - CLAREMONT MUNICIPAL AIRPORT TERMINAL BUILDING CONSTRUCTION ADMINISTRATION.

CERTIFICATE HOLDER

16197733
NHDOT BUREAU OF AERONAUTICS
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY): 7/16/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkshire Hathaway Specialty Insurance Company	22276
INSURER B: Travelers Property Casualty Co of America	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1415077
STANTEC CONSULTING SERVICES, INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES — CERTIFICATE NUMBER: 16197722 — REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [X] LOC OTHER:	Y	N	47-GLO-307584	5/1/2019	5/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B B B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47-UMO-307585	5/1/2019	5/1/2020	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	X PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 195211045 - CLAREMONT MUNICIPAL AIRPORT TERMINAL BUILDING CONSTRUCTION ADMINISTRATION. CITY OF CLAREMONT AND NHDOT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
16197722
CITY OF CLAREMONT
100 BROAD STREET
CLAREMONT NH 03743-2677

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

AUTHORIZED REPRESENTATIVE
Joyce M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD